



GOVERNMENT OF ODISHA

**NOTICE INVITING TENDER(NIT)
FOR ENGAGEMENT OF AGENCY TO PROVIDE
PROFESSIONAL MANPOWER AT VARIOUS LOCATIONS
OF DSC&WD
UNDER WORLD BANK ASSISTED
REJUVENATING WATERSHEDS FOR AGRICULTURAL RESILIENCE THROUGH
INNOVATIVE DEVELOPMENT(REWARD)
PROGRAM**

Purchaser: The Director,
Directorate of Soil Conservation & Watershed
Development(DSC&WD) Odisha, Bhubaneswar.
Krushi Bhavan, Keshari Nagar
Bhubaneswar -
751001, Telephones: 0674 -
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CHAPTER-I

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 19.04.2022
2	Availability of tender documents on the e- tendering portal of Government of Odisha	Date: 20.04.2022; Time: 5.00 PM
3	Date of pre bid meeting	Date: 30.04.2022; Time: 3.30 PM
4	Last date for Bid submission online	Date: 18.05.2022; Time: 5:00 PM
5	Last date for Original Bid Documents submission by Speed post /Registered Post in the following address: The Director, Directorate of Soil Conservation & Watershed Development (DSC&WD) Odisha, Bhubaneswar. Krushi Bhawan, Keshari Nagar Bhubaneswar -751001, Odisha	Date: 24.05.2022; Time: 5:00 PM
6	Opening of Techno-Commercial Bid	Date: 25.05.2022; Time: 4.00 PM
7	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Engagement of agency to provide professional manpower at various offices/ locations of DSC&WD for Reward Programme.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Processing Fee (non- refundable) including GST	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST@18% Payable in the form of Demand Draft in favour of E.O.,DTE of Soil Conservation, payable at Bhubaneswar
6	Earnest Money Deposit (EMD)	The bidder has to only submit BID SECURITY DECLARATION along with the Technical Bid as given under Annexure-11.
7	Amount of Performance Security	3% of the contract value Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: Sri B.B. Tripathy, Accounts Officer Phone No.:7008655692 Name: Sri S.K Bohidar, ADH Phone No.: 9437763387
9	Address of DSC&WD Limited	The Director, Directorate of Soil Conservation & Watershed Development(DSC&WD) Odisha, Bhubaneswar. Krushi Bhavan,Keshari Nagar Bhubaneswar -751001, Telephones: 0674 -2391840 Email: iwmporissa@gmail.com
10	NIT No.	RE/HR/RFP/01 dated 13.04.2022

3. Disclaimer

- 3.1 This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by DSC&WD to the prospective Bidders or any third party. The purpose of this NIT is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT includes statements, which reflect various assumptions and assessments arrived at by DSC&WD. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for DSC&WD to consider the particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in the NIT may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.
- 3.3 Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DSC&WD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 DSC&WD, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this NIT, or any matter deemed to form part of this NIT, or arising in any way in relation to this Bidding Process.
- 3.5 Neither DSC&WD nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this NIT. DSC&WD also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.
- 3.6 The Bidder should confirm that the NIT downloaded by them is complete in all

respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.

- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This NIT and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This NIT shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this NIT). In the event after the issue of the NIT, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this NIT and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 DSC&WD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this NIT at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of DSC&WD. It is the duty of Bidders to visit the e-procurement portal and the website of DSC&WD regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by DSC&WD. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of DSC&WD with respect to this NIT.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT shall be made exclusively by DSC&WD. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this NIT and shall render the Bid liable for rejection. DSC&WD's decision in this regard shall be final and binding on the Bidder.

3.13 By responding to the NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. The Bidder hereby expressly waives any and all claims in respect thereof.

3.14 The Bid is not transferable.

4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BoQ	Bill of Quantity
CTC	Cost to Company
DSC	Digital Signature Certificate
ECR	Electronic Challan
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer

DSC&WD	Directorate of Soil Conservation & Watershed Development
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either DSC&WD or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.6;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this NIT, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by DSC&WD and the Price Bid, submitted strictly in the formats provided by DSC&WD. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by DSC&WD;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with DSC&WD;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the NIT itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.9;
- 5.8 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.9 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.10 “Initial Letter of Award (LoA)” or “Initial LoA” means the written official intimation by DSC&WD notifying the Preferred Bidder that the work has been awarded in its favor as per the terms and conditions mentioned therein;
- 5.11 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.12 “Notice Inviting Tender” or “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by DSC&WD vide NIT No. RE/HR/RFP/01 dated 13.04.2022 for Engagement of agency to provide professional manpower at various locations of DSC&WD and shall include any

modifications, amendments, corrigenda/addenda or alterations there to. The documents are as follows:

- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by DSC&WD subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT Document in the Agreement shall include such corrigendum(a)/addendum(a);
- 5.13 “DSC&WD” means The Directorate of Soil Conservation and Watershed Development, having its registered office at Bhubaneswar – 751 001, Odisha .
- 5.14 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof between DSC&WD and the Bidders for clearing doubts if any;
- 5.15 “Preferred Bidder” shall have the meaning given to it in Clause 8.22;
- 5.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.16.2;
- 5.17 “Successful Bidder” shall have the meaning given to it in Clause 8.23;
- 5.18 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.19 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of DSC&WD as per terms and condition of the NIT and is qualified for opening of its Price Bid;
- 5.20 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.16.1;
- 5.21 “Tender Processing Fee” shall have the meaning as set forth in Clause 8.7;
- 5.22 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the NIT. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to the min Indian Contract Act, 1872n and / or in General Clauses Act, 1897.

CHAPTER-II

6. Scope of Services

- 6.1 The selected service provider shall provide the following services to DSC&WD as per the below mentioned time frame:

Sl. No.	Name/ type of Services	Time period of providing Services	Location for providing the services
1	Provide Professional Manpower to Directorate of Soil Conservation and Watershed Development, Department of Agriculture & FE	Initially of 1 year and extendable up to 4 years or till closure of the REWARD program which ever is earlier. (Subject to assessment of the performance of the Service Provider)	<ul style="list-style-type: none">• DSC&WD office at Bhubaneswar□ 5 REWARD program districts & 18 REWARD program blocks.

- 6.1 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.
- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

7 Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<u>Technical Criteria</u>	
7.1.1	<p>The Bidder shall have successfully carried out at least 3 (three) professional manpower supply contract in State or Central Government organizations/ PSUs / Externally Aided Project in India of value not less than INR50(fifty) Lakh each during the last 5 (five) years.</p> <p>Note:</p> <p>a. Applicable 5 (five) years FY2017-18, FY2018-19, FY 2019-20, FY 2020-21 FY 2021-22</p> <p>b. Professional manpower shall mean professionals who are Graduate/Post- Graduate (B.E. / B. Tech/Agriculture & allied sciences/ MBA/PGDM/ M.Sc. / M-Tech. /CA/ICWA etc.) in relevant disciplines</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and categories of professional manpower supplied.</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p>
7.1.2	<p>The Bidder should have a minimum strength of 500 (five only) professional manpower in its payroll as on the date of submission of Bid.</p>	<ul style="list-style-type: none"> ▪ Copy of latest Electronic Challan Cum Return of EPF to be enclosed ▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of manpower on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. ▪ However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. ▪ DSC&WD may carry out

#	Criteria	Required Documents
		verification of the same if required.
7.2	<p><u>Financial Criteria</u> Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 10 crore.</p> <p><u>Note:</u> a. Applicable 3 (three) years – FY2018-19 , FY2019-20 and FY 2020-21</p>	a) Copies of Audited financial statements along with IT Return.
7.3	Other Criteria	
7.3.1	The Bidder should be a Company registered under Indian Companies Act' 1956/2013 (Private or Public)/partnership firm/sole proprietorship/society/trust/any other	Copies of relevant documents substantiating the constitution shall be submitted.
7.3.2	The Bidder should have valid PAN and GST IN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3	The Bidder should not have been banned / blacklisted by DSC&WD or any Government agency or any PSU or The World Bank as on the date of submission of Bid	Declaration should be given .As per Annexure-5
7.3.4	Tender Processing Fee, EMD declaration and Power of Attorney	<ul style="list-style-type: none"> a) Proof of payment of Tender Processing Fee; Please refer to Clause 8.7 for further details b) EMD declaration Please refer to Clause 8.8 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.6 for further details.

7.3.5	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labor Act.	Copy of valid EPF & ESI registration certificate and valid Labour License
#	Criteria	Required Documents
7.3.6	The Bidder whose Contract/ Agreement with DSC&WD had been terminated/ failed to perform will not be eligible to participate in the bidding.	Decision of DSC&WD in this regard is final & binding on all such entities

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all indirect taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the NIT, even if the total Contract is not completed / closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the NIT).The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is **NOT** allowed.

8 Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.

- 82 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of DSC&WD (www.soilodisha.nic.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Processing fee shall have to be paid at the time of bid submission.
- 8.3 E-tendering process is mentioned in Clause10.
- 84 The agencies will be selected under Quality -and Cost based Selection (QCBS) and procedures described in this NIT.
- 85 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 86 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.7 Tender Processing Fee
- 8.7.1 The Bidder shall pay to DSC&WD a non-refundable amount (“Tender Processing Fee”), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Processing Fee is also indicated in the Data Sheet.
- 8.7.2 The Bidders, who are exempted to deposit Tender Processing Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Processing Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.8 Earnest Money Deposit(EMD):The bidder have to only submit BID SECURITY DECLARATION along with the Technical Bid as given under Annexure-11.

- 8.9 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by DSC&WD. Under exceptional circumstances, DSC&WD may in writing request the Bidders to extend the bid validity period of their bids.
- 8.10 Issue of clarifications: Bidders may also send their queries by email to DSC&WD; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by DSC&WD. The responses to the queries received shall be published by DSC&WD on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 8.11 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, DSC&WD may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum / amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, DSC&WD may at its own discretion also extend the Bid Due Date.
- 8.12 Extension of Bid Due Date: DSC&WD may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this NIT.
- 8.13 Acknowledgement by the Bidder : It shall be deemed that by submitting its bid, the Bidder has:
- i) Made a complete and careful examination of the tender documents, including the proforma agreement;
 - ii) received all relevant information requested from DSC&WD;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of DSC&WD relating to any of the matters related to this tender or otherwise;
 - iv) satisfied itself about the scope of work and services to be delivered / rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with DSC&WD) and performance of all of its obligations there under;

- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DSC&WD;
 - vi) agreed to be bound by the undertakings provided by it under and in terms; and DSC&WD shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by DSC&WD.
- 8.14 Right to accept or reject any/ all bids: Notwithstanding anything contained in the NIT, DSC&WD reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further DSC&WD reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for DSC&WD's action. Decision of the Director, SC&WD shall be final and binding in this regard. DSC&WD reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.15 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.16 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.16.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

- i) Documents Supporting Eligibility Criteria (Refer Chapter7)
- ii) Techno-Commercial Bid checklist as per Annexure6
- iii) Documents towards fulfillment of Technical Scoring criteria as per Clause8.20.6

Bidders shall have to submit signed hard copies of all document submitted in the portal along with price bid and original bank draft for tender Processing fees by Speed post /Registered Post within 5 days of last date of submission of online bid i.e 24.05.2022 upto 5.00 PM. In case of any anomaly in the bids submitted online / hard copies: information submitted through online shall prevail.

8.16.2 Price Bid:

Bidders shall quote Service/ Administrative & Management Charge. These charges shall be applicable on Monthly Remuneration of the professionals excluding GST– the Monthly Remuneration of professionals shall be fixed at the time of selection of professionals as per the provisions of the Special Conditions of Contract.

The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall be in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Price Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

8.17 Material deviation

8.17.1 Material deviations in the bids received shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompany document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.16.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).

- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
 - vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.9.
 - vii) It is otherwise substantially/materially [deviation of the terms and conditions of the tender document.
- 8.17.2 DSC&WD may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. DSC&WD may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.20.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of DSC&WD by the date specified therein may result in the rejection of its Bid. DSC&WD, however, is not bound to waive such non-conformity under this Clause 8.17.2.
- 8.18 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DSC&WD or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DSC&WD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conductor outcome of the Bidding Process.
- 8.19 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 8.20 Evaluation of Techno-Commercial Bids:
- 8.20.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionality or reservations.

- 8.20.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by DSC&WD, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 8.20.3 If required, DSC&WD may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal / submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted. No modification of the bid or any form of communication with DSC&WD or submission of any additional documents, not specifically asked for by DSC&WD will be allowed and even if submitted, they may not be considered by DSC&WD.
- 8.20.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Clause 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.16.1.
- 8.20.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.20.6 and Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria and which receive Technical Marks of 70(seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.20.6 The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno- Commercial Bid
1	Experience of the firm	50		
1A	Number of Years of Experience for supplying manpower	15	<ul style="list-style-type: none"> • 3 Years – 5Marks • For every additional 1 year, 1 mark shall be awarded, subject to a maximum additional10 Marks 	<ul style="list-style-type: none"> • Relevant contract and completion certificate issued by the client
1B	Number of professionals supplied during the last 3 years in State or Central Government organizations/ PSUs /externally aided project <u>Note:</u> a. Applicable 3 (three) years – FY2019-20, FY2020-21 and FY2021- 22	15	<ul style="list-style-type: none"> • 100 professionals – 5 marks • For every additional 50 professionals , 1 mark shall be awarded, subject to a maximum 10 additional marks 	<ul style="list-style-type: none"> • Work order along with completion certificate or Continuation certificate • The bidder shall submit the list of deployed professionals by name and Copy of EPF challan where the name of the deployed professionals should be there or employment certificate of the professionals.

Sl. No.	Criteria	Max score	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
	<p>b. Professional manpower shall mean professionals who are Graduate/Post-Graduate (B.E. / B. Tech/Graduate in Agriculture & allied sciences/ MBA/PGDM/ MSc/ M-Tech/CA/ICWA etc.) in relevant disciplines</p>			

1C	<p>Number of professional manpower supply contract in State or Central Government organizations/ PSUs /Externally Aided Project in India of value not less than INR 50 Lakh during the last 5 years</p> <p>Note:</p> <ul style="list-style-type: none"> • Applicable 5 (five) years – FY 2017-18, FY 2018-19 and FY 2019-20.FY 2020-21 &2021-22 	10	<ul style="list-style-type: none"> • 3 contracts - 5Marks • For every additional 1 contract 1 mark shall be awarded, subject to a maximum 5 additional marks 	<ul style="list-style-type: none"> • Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and • Completion certificate from their clients/employers, regarding successful completion of the services
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Sl. No.	Criteria	Max score	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
	<ul style="list-style-type: none"> Professional manpower shall mean professionals who are Graduate/Post-Graduate (B.E. / B. Tech/ Graduate in Agriculture & allied sciences/ MBA/PGDM/ MSc/ M-Tech/CA/ICWA etc.) in relevant disciplines 			
1D	Relevant quality certificate from a recognized Institution	5	<ul style="list-style-type: none"> Any ISO/ other relevant certificate shall be considered 	<ul style="list-style-type: none"> Copy of valid certificate
1E	Office in Odisha	5	<ul style="list-style-type: none"> If yes, then 5marks 	<ul style="list-style-type: none"> Copy of GST certificationREG-06
2	Others	10		
2A	Average financial turnover of the Bidder during the last 3 (three) financial years	10	<ul style="list-style-type: none"> INR 10 crore- 5 marks Additional 1 mark for each additional INR 2 crore – subject to 	<ul style="list-style-type: none"> Copies of audited financial statements along with Income tax Return.

Sl. No.	Criteria	Max score	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
			maximum 5 additional marks	
3	Approach and methodology (A&M)	40		
3A	Quality of the presentation – the presentation should contain 1) Company profile & Differentiating factors 2) Manpower deployment modalities 3) Handling issues and compliances 4) Technological solutions deployed by agency 5) Awards and certification	40	<ul style="list-style-type: none"> • The eligible bidders shall be requested to make a presentation on their proposal to DSC&WD constituted for the purpose. • Some key professional proposed at SPMU in the Bid need to be present during presentation of the bidder. 	
Technical Marks		100		

8.21 Opening and Evaluation of Price Bids

8.21.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by-mail or registered post / Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.16.2.

8.21.2 The lowest Price Bid as determined in terms of the paragraph above shall be assigned a Financial Score, F_s of 100. All the other Price Bids corresponding the techno-commercially acceptable bids shall be assigned a Financial Score, F_s based on the following formula:

$$F_s = \frac{100 \times \text{Lowest Price Bid received}}{\text{Amount of the Price Bid}}$$

8.22 Preferred Bidder:

For each techno-commercially acceptable bids, the bid with the highest Technical Marks shall be assigned a Technical Score, T_s of 100.

All the other Technical Marks, corresponding the corresponding the techno-commercially acceptable bids shall be assigned a Technical Score, T_s based on the following formula:

$$T_s = \frac{100 \times \text{Technical Marks}}{\text{(Highest Technical Marks obtained by any bidder)}}$$

Then the Combined Score, S shall be calculated as follows:

$$S = T_s \times 80\% + F_s \times 20\%$$

The Bidder who achieves the highest Combined Score shall be the Preferred Bidder.

DSC&WD reserves the right to negotiate the price with the Preferred Bidder before issue of the "Initial LoA". The Preferred Bidder shall have to acknowledge and accept the "Initial LoA" by returning a signed copy of the "Initial LoA" within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued "Initial LoA" may be cancelled. In such a case, DSC&WD reserves the right to approach the technically qualified Bidder(s) who has the next highest Combined Score, S . In case the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, and DSC&WD may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue afresh "Initial LoA" to such Bidder and proceed with such Bidder in terms of this Clause 8.22.

8.23 Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the

Preferred Bidder, failing which the Performance Security shall be appropriated by DSC&WD. In such a case, DSC&WD reserves the right to approach the technically qualified Bidder(s) who has scored the next highest Combined Score, S. In case the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, DSC&WD may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue afresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.22. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the "Successful Bidder". The proforma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, DSC&WD shall issue Service Order(s) to the Successful Bidder.

8.24 Performance Security: The amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Head Office, DSC&WD upon issue of Initial LoA within a period of 7 (seven) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized / Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

8.25 The Successful Bidder shall submit the Indemnity Bond in the Format as at Annexure-10 at the time of execution of agreement.

9 Additional Instructions to Bidders

9.1 Pre-bid meeting:

A pre-bid meeting shall be organized by DSC&WD; the date and time of the pre-bid meeting is indicated in the Schedule. The Tender. Bidders wishing to attend the pre-bid meeting should inform DSC&WD by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. DSC&WD shall then send the invite for the pre-bid meeting to the email-ids that DSC&WD would be receiving.

However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two email ids of the officials / representatives may be provided by each Bidder. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted on line on the e- procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed /accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information / declaration / scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and cancellation / termination of contract / Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Processing Fee and EMD Declaration Form.
- 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
- 10.5.3 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.4 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission.

The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

- 10.6 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by DSC&WD during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by DSC&WD without any further reference to the Bidder.
- 10.7 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.8 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of DSC&WD with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of DSC&WD.
- 10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated interms of Clause 8.20. If required, DSC&WD may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3(three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the Tender Processing Fee. No modification of the bid or any form of communication with DSC&WD or submission of any additional documents which are not specifically asked for by DSC&WD, will be allowed and even if submitted, they will not be considered by DSC&WD. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as areas on for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document

section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, DSC&WD shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

- 10.10 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of DSC&WD with their Digital Signature Certificates.
- 10.11 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of DSC&WD opening the Price Bids and submitted to the competent authority of DSC&WD for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened.
- 10.12 Upon approval and completion of the due process of DSC&WD, the Preferred Bidder shall be issued the Initial LoA in terms of Clause 8.22. The Initial LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

CHAPTER-III

Annexure 1: General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the service provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the DSC&WD;
- 1.4. "Service provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by DSC&WD) representatives, heirs, executors, administrators and permitted assignee as the case maybe;
- 1.5. "Services" means the services specified in the Service Order which the service provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

- 2.1. Scope of Services/Work shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to service provider shall, excepting what is herein provided, be given by DSC&WD.
- B) All the work shall be carried out under the direction of and to the satisfaction of DSC&WD.

- C) All communications including technical/commercial clarifications and/or comments shall be addressed to DSC&WD shall always bear reference to the Service Order /Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to DSC&WD.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the “Initial LoA”, the service provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the DSC&WD reserves the right to cancel the “Initial LoA” .
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained there in shall take precedence over the service provider’s bid and all previous correspondence.
- 4.3. The Service Order/Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order /Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by DSC&WD by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order /Agreement.
- 5.2. DSC&WD shall not be bound by any printed conditions or provisions in the service provider’s Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order /Agreement.

6. Use of Service Order / Agreement Documents & Information

- 6.1. The service provider shall not, without DSC&WD's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the DSC&WD in connection there with, to any person other than a person employed by the Service provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service provider shall not, without DSC&WD's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order /Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Service provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against DSC&WD based on any such alleged patent infringement and to pay all costs, expenses and damages which DSC&WD may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The service provider shall indemnify DSC&WD against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the service provider.
- 7.3. Service provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the DSC&WD from any claims / penalties arising out of any infringements.

8. Performance Security

- 8.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 8.2. The Performance Security shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
 - If the service provider fails to undertake the work after issuance of "Initial LoA", or
 - If the service provider abandons the work before its completion, or during its extended period
 - If the work performed by the service provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the service provider.

- 8.3. The proceeds of Performance Security shall be forfeited and appropriated by the DSC&WD as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the DSC&WD may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. DSC&WD's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

9. Delivery of Services

- 9.1. Delivery of the Services shall be made by the service provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery of services are binding and essential and consequently, no delay is allowed without the written approval of DSC&WD. Any request concerning delay will be null and void unless accepted by DSC&WD.

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the service provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by DSC&WD.
- 10.6. Defective bills shall be returned to the Service provider within 7(seven) working days. No payment shall be made on defective / incomplete bills.

11. Subcontracting /out-sourcing/ sub-letting/Assignment

- 11.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from DSC&WD side for the services for which such subletting is sought. However, the DSC&WD management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Cancellation of Service Order /Agreement

- 12.1. If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, DSC&WD shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 30 days' notice to the service provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated if:
- i) There is a force-majeure situation,
 - ii) Service provider has given false declaration or document including affidavit,
 - iii) There is conflict of interest between DSC&WD & service provider during the Service Order / Agreement execution,
 - iv) The service provider defaults in proceeding with the work as per the mile stones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
 - v) The service provider or firm or any of the partner represented by the service provider, in the subject Service Order/Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
 - vi) The service provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
 - vii) The service provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
 - viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the service provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise

provided in any provisions of the agreement expressly limiting the liability of the service provider, shall not relieve the service provider of any obligations or liability for loss or damage to DSC&WD arising out of or caused by acts or omissions of the service provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, DSC&WD reserves the right to deduct / impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. DSC&WD reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by DSC&WD for the non-performance by the service provider. DSC&WD may also impose further penalties on the service provider such as holidaying / banning / blacklisting for a specific period of time. In all such cases, the decision of DSC&WD shall be final. This notice shall be in accordance with Clause 12.1

13. Right to risk for procurement / rendering of services

If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement, DSC&WD shall have the right to procure the services from any other party for the execution / completion of the scope of services under the Service Order / Agreement and recover from the service provider all charges / expenses / losses / damages which may be suffered by DSC&WD, at the risk and cost of the service provider, after giving 15(fifteen) days of notice to the service provider. This will be without prejudice to the rights of DSC&WD for any other action including termination of the Service Order / Agreement.

14. Force Majeure

“Force Majeure Event” means any event or circumstances or combination of events or Circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
 - B) Materially and adversely affects such Party’s performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.
- 14.1. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof , the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

- 14.2. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.
- 14.3. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the NIT, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

15. Dispute Resolution

- 15.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between DSC&WD and the service provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the service provider and DSC&WD within 7(seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.
- 15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

16. Governing Language

The Service Order / Agreement shall be written in English language as specified by the DSC&WD in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

17. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Permits & Certificates

- 18.1. Service provider shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service provider further agrees to hold DSC&WD harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

19. General

- 19.1. The Service provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

- 19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the DSC&WD owing to the Service provider's failure to adhere to any of the instructions given by the DSC&WD in connection with the contract execution shall be recoverable from him.

- 19.4. Recovery of sums due

All costs, damages or expenses which the DSC&WD may have paid, for which under the Service Order / Agreement, the Service provider is liable, may be recovered by the DSC&WD (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to the DSC&WD, on demand, the balance amount.

20. Liability and Indemnity

20.1. Service provider shall indemnify, defend and hold DSC&WD harmless against:

Any and all third party claims, actions, suits or proceedings against DSC&WD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the service provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of DSC&WD, its suppliers and Service Providers, employees, servants or agents; and

- a) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DSC&WD from third party claims arising by reason of breach by the service provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of DSC&WD, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- b) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to DSC&WD. The service provider shall not utilize DSC&WD's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the DSC&WD and in which case, the service provider shall be liable to DSC&WD to pay compensation to the full extent of damage / loss and undertake to pay the same.

20.2. DSC&WD remains indemnified (even if the Service Order / Agreement ends prematurely) towards all or any obligations due to DSC&WD by the service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

21. Publicity & Advertising

Service provider shall not without the written permission of DSC&WD make a reference to DSC&WD or any Company affiliated with DSC&WD or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

22. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- i) If the Proprietor or Partner or Director of the business concern / entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern / entity refuses / fails to return the DSC&WD's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government / Central PSU / State PSU / the World Bank.
- vi) If the business concern / entity is a concern / entity evader of Central / State taxes / duties for which DSC&WD has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of the contract / agreement.
- viii) If submission of false / fabricated / forged documents for consideration of a tender

23. Insurance

- 23.1. The Service Provider will obtain an insurance policy for all manpower deployed by him.

24. Statutory and Legal requirements

- 24.1. The service provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

- 24.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, and other applicable law.
- 24.3. The service provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of DSC&WD. The service provider has to maintain close liaison and cordial relations with the local people and the unions.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work

- 2.1. Directorate of Soil Conservation & Watershed Development intends to select an agency having experience in providing professional manpower in various streams. The contract period shall be as per the provisions of Clause 5 of Special Conditions of Contract.
- 2.2. During the contract period, DSC&WD shall send Job Descriptions (via. email/post, etc.) to the Service Provider as and when there is any requirement for deployment of professional manpower in various stream/department/location within the state mentioning the job-requirement, qualification and duration of engagement of specific resources. The Job Description shall specify the following:
 - 2.2.1. Module / stream / department and locations where professionals are needed to be deployed
The module / stream / department /location where requirement for deployment of professional manpower may come up with DSC&WD are as follows:

Sl No	Category of HR	Nos	Qualification	Experience
SPMU				
1	Hydrology Expert	1	M. Tech, Agril. Engg. (Soil and Water Conservation Engineering / Hydrology) / M Tech, Civil Engg. (Hydrology). Preference shall be given to Ph.D holders/ Post-Doctoral Fellows in above subjects.	Minimum 5 Years' Experience in related field / Watershed Development programme Desirable- Experience in Remote Sensing and GIS
2	Sr. Procurement Consultant	1	MBA (Fin) / CA / CWA	Minimum 5 Years Experience in procurement through GEM / e-Procurement / OGFR / PFMS operation
3	M&E Expert	1	M. Tech. (Ag. Engg.) / M.Sc (Ag.) / MBA / Master in Rural Development / Economics	Minimum 5 Years Experience in related field
4	IT &MIS Expert	1	M. Tech (Computer Sc.) with Certification in Python/Oracle/Java	Minimum 5 Years Experience in relevant field.
5	Remote Sensing& GIS Expert	1	M. Tech. (Comp. Sc.) with PG Diploma in (Remote Sensing/ Geo-Informatics/ Geo-Spatial Technology) / MCA with PG Diploma in (Remote Sensing / Geo-Informatics/ Geo-Spatial Technology) / M.Sc.(Remote Sensing / GIS) / M.Tech. (Remote Sensing / Geo-Informatics/ Geo-Spatial Technology)	Minimum 5 Years Experience in Remote Sensing& GIS
6	FPO &Value chain Expert	1	MBA(Agri. Business)	Minimum 5 Years Experience in FPO Formation and Management
7	Institution & Capacity Building Expert	1	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 5 Years Experience in related field
8	Finance cum Procurement Assistant	1	CWA(Inter) / CA(Inter)	Minimum 5 Years Experience in related field
9	Office Assistant	2	Graduate with PG DCA	Minimum 3 Years in related field

DPMU				
1	IT &MIS Expert	5	B. Tech (Comp. Sc.) with Certification in Python/Oracle/Java preferable.	Minimum 3 Years Experience in related field
2	Institution & Capacity Building Expert	5	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 3 Years Experience in related field
3	FPO &Value chain Expert	5	MBA (Agri. Business)	Minimum 3 Years Experience in FPO Formation and Management
4	Accounts Assistant	5	CWA(Inter) / CA(Inter)	Minimum 3 Years Experience in related field
5	Office Assistant	5	Graduate with DCA	Minimum 1 Year Experience in related field
Cluster PST				
1	IT &MIS Expert	18	B Tech (Comp. Sc.) with Certification in Python/Oracle/Java preferable.	Minimum 1 Year Experience in related field.
2	Institution & Capacity Building Expert	18	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 1 Year Experience in related field.
3	FPO &Value chain Expert	18	MBA.(Agri. Business)	Minimum 1 Year Experience in FPO Formation and Management
4	Accounts Assistant	18	B.Com /BBA	Minimum 1 Year Experience in related field
5	Office Assistant	18	Graduate with DCA	Minimum 1 Year Experience in related field

The above list is illustrative; DSC&WD may ask professionals for other departments /locations /professional area that are not mentioned in the above list.

The locations where requirement for deployment of professional manpower may come up with DSC&WD are as follows:

The Project Districts & Clusters/ block

Sl. No	District	Cluster / Block
SPMU	Khurdha	Bhubaneswar
DPMU		
1	Sambalpur	Rairakhol
		Rengali
		Bamara
		Kuchinda
		Naktideol
		Jamankira
2	Koraput	Baipariguda
		Jeypore
		Boriguma
		Lamtaput
		Koraput
3	Deogarh	Barkote
		Reamal
4	Dhenkanal	Kankadahada
		Hindol
5	Nayagarh	Odagaon
		Dasapalla
		Nayagarh

DSC&WD may add additional offices to the above list on the basis of its requirement.

2.2.2. Duration of engagement

a) The professional shall be engaged for an initial period of 1 (one) year. The tenure of engagement will be renewed every year upto 4 (four) years based on performance or upto the end of the project period as applicable.

2.2.3. Key Responsibility Areas(KRAs)

a) The Job Description shall specify the Key Responsibility Areas (KRAs) and other requirements as deemed fit by DSC&WD.

2.2.4. Academic Qualification for required Professionals

- a) The resources provided must be Graduate/Post- Graduate (B.E. / B. Tech/Graduate in Agriculture & allied sciences/ MBA/PGDM/ MSc/ M-Tech/CA/ICWA etc.).
- b) Additional qualification in respective field shall be preferred.
- c) DSC&WD shall mention the requisite qualification requirement in the Job Description.

2.2.5. Professional Experience of required Professionals

a) DSC&WD shall share the requisite experience requirement to the Service Provider.

2.2.6. A sample Job Roles & Responsibility has been enclosed in Appendix -1.

2.2.7. The initial tentative requirement of professional manpower has been enclosed in Appendix 3. The actual initial requirement may increase or decrease. Also going forward during the Contract Period, DSC&WD may seek engagement of more number of professionals

2.3. Additional terms & conditions

2.3.1. The proposed professionals by the Service Provider should be physically fit and the age should not be above 62 years as on 01/01/2022.

2.3.2. The professionals proposed for interaction and subsequent deployment in DSC&WD, if selected, must be enrolled in the payroll of the Service Provider before deployment.

2.3.3. Subletting: The agency is not allowed to sub contract, out source, sub-let to any third party.

3. Selection Procedure of professional

3.1. As mentioned in Clause 2.2 of Special Conditions of Contract, DSC&WD shall send Job Descriptions (via. email/post, etc.) to the Service Provider stating DSC&WD's requirement.

3.2. The Service Provider shall submit the CV of the candidates in respect of the required professional within 7 (seven) days from the date of issuing of such Job Descriptions.

3.3. For each of the proposed professional, the Service Provider shall propose a minimum of 3 (three) candidates and hence provide at least 3 (three) CVs.

(Only in exceptional cases, due to non-availability of suitable job profiles, DSC&WD, in its sole discretion, may go ahead with selection procedure by considering CV's of less than 3(three) candidates)

For each candidate, the Service Provider shall submit the following:

A) CV of the candidate in the format provided in Appendix –2.

B) Documents in support of qualification, age, experience, technical competencies, market value & other criteria as shall be deemed fit / proper

C) Copies of last pay slip issued by the employer

D) Copies of the latest Form-16 (under Income Tax Act).

3.4. DSC&WD shall evaluate the candidates based on qualification, age, post qualification experience, area of specialization, etc.

3.5. DSC&WD may shortlist from the list of proposed candidates. DSC&WD, in its own discretion, shall carry out the entire shortlisting process. DSC&WD reserves the right to shortlist or reject any or all CVs without assigning any reason thereof.

DSC&WD also reserves the right to ask the Service Provider to submit CVs of more number of candidates.

36. The shortlisted professionals may be called for an interaction. The mode of interaction shall be intimated to the Service Provider.
37. DSC&WD will finalize the list of selected candidates in respect of each post.
38. DSC&WD shall also finalize their respective Monthly Remuneration based on qualification, relevant experience, last salary drawn, market value and other competencies required for the given role.

4. Post finalization of selected candidates

4.1. Issue of LoA and Service Order:

- A) The Letter of Award (LoA) containing the Monthly Remuneration of professionals and Service/ Administrative & Management charges shall be sent to the Service Provider.
- B) The LoA shall also contain the details of Statutory payments that will be provided to the professionals – This shall be finalized by DSC&WD in consultation with the Service Provider.
- C) The Service Provider shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 7 (seven) days of issue thereof, failing which the issued LoA may be cancelled and the Performance Security of the Service Provider may be forfeited by DSC&WD.
- D) Post receipt of acknowledgement, DSC&WD shall issue Service Order(s) to the Service Provider.

4.2. Deployment of professionals:

The Service Provider shall be given a time period of 30 (thirty) days (“**Mobilization Period**”) from the date of issue of the LoA, towards mobilization of professional and start of work. In exceptional circumstances, the Mobilization Period and the start of work may be modified / changed at the sole discretion of DSC&WD.

5. Contract Period

- 5.1. The selected Service Provider shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a period of 1(one) years (“Contract period”) extendable up to 4 years or till closure of the project as applicable. The renew of contract shall be based on the annual performance review of the service provider.
- 5.2. The Contract Period shall commence from the date of signing of the Agreement (the “Commencement Date”).
- 5.3. DSC&WD shall review the operational performance of the Service Provider on each quarter. On satisfactory result of such review, DSC&WD will issue a letter to

the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by DSC&WD, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.

- 5.4. If the selected Service Provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited.
- 5.5. At any point of time or at the end of any year, DSC&WD can close/rescind the awarded work without any risk and responsibility in case it is observed that work performance is poorer not in the interest of DSC&WD.
- 5.6. The Contract Period may be extended for further period at the sole discretion of DSC&WD based on annual assessment of the performance on the same terms & conditions.

6. Working protocol

- 6.1. The deployed resources shall be required to:
 - A) Work in close conjunction with Module / stream in-charge
 - B) The resource shall report to Director, SC&WD/ PD, Watersheds / PIA at SPMU/ DPMU / Cluster PST levels respectively.
 - C) Report to office as per the working hour as scheduled in respective DSC&WD offices where deployed.
 - D) Adhere to working & holiday calendar followed by respective DSC&WD offices
 - E) Seek prior approval of the reporting authority before availing any planned leave.
 - F) The deployed resource shall follow the rule, regulation and working protocol of DSC&WD, Govt. of Odisha.
 - G) The deployed resource shall not disclose any information, document in the form of soft & hard copy to anyone without written permission from the reporting authority

7. Replacement of engaged professionals

- 7.1. The replacement of the proposed professionals by the agency shall not be normally allowed except in the case of resignation, medical incapacity or demise of such professionals or any other extraneous circumstances beyond the reasonable control of the agency. Such replacement shall be subject to availability of professionals of equivalent or better qualifications and experience. However, DSC&WD in its own discretion, may ask for replacement of professional in case the professional is not performing to the satisfaction of DSC&WD.
- 7.2. Any replacement of professionals shall be with the written approval of the Director,

SC&WD. However, the DSC&WD management reserves the right to refuse any such approval without being bound to provide any reason or rationale for such decision.

- 7.3. In case of separation of the employee the agency shall communicate in writing to the nodal officer of DSC&WD at least before 15 (fifteen) days.
- a. The agency shall have to provide at least 3 CVs (suitable replacement of equivalent or better qualifications and experience) within a period of 7 days.
 - b. Once the professional is selected, the same shall be communicated to the agency, and they have to mobilize the selected professional within a period of 15 days of such intimation.

However, DSC&WD, at its own discretion, may also extend the Mobilization Period on a case to case basis.

- 7.4. In case where DSC&WD desires for the replacement of any deployed professional due to non- performance or any other reason, the Director, SC&WD shall inform the same in writing to the agency
- a. The agency shall have to provide at least 3 CVs (suitable replacement of equivalent or better qualifications and experience) within a period of 7 days.
 - b. Once the professional is selected, the same shall be communicated to the agency, and they have to mobilize the selected professional within a period of 15 days of such intimation.

However, DSC&WD, at its own discretion, may also extend the Mobilization Period on a case to case basis

- 7.5. Upon the agency failing to deploy professional within the Mobilization Period, liquidated damage shall be imposed an amount equivalent @ 2 % of the value of the annual Monthly Remuneration of the concerned professional (excluding taxes) of delayed portion per month or part there of subject to a maximum of 10 % of the annual Monthly Remuneration of the concerned professional excluding Taxes. When the maximum limit of deduction is reached, DSC&WD at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

8. Additional Terms & Conditions

8.1. Manpower Deployment

- 8.1.1. In respect of all manpower deployed by the service provider for the delivery of services to DSC&WD, the service provider shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and

safety measures, maintenance of registers etc. shall be deemed to be part of the contract.

- 8.1.2. The Service Provider shall conduct background check of each and every professional that are deployed in DSC&WD. Background check shall be however be limited to the verification of employment check, reference check, identity check (PAN No. AADHAR no. etc.) and educational qualification only.
- 8.1.3. All details, background checks, attendance sheets, reports, other documents prepared by the Agency for the DSC&WD under this Contract shall be come and remain the property of the DSC&WD, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to DSC&WD, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from DSC&WD and DSC&WD reserves right to grant or deny any such request.
- 8.1.4. The professional selected for deployment shall submit a notarized affidavit to DSC&WD through the agency as per format attached at Annexure 9
- 8.1.5. The service provider is required to obtain a Labor License from the appropriate authority for the persons so deployed by the bidder as provided under the prevailing contract labor (R&A) Act

82 Statutory Laws

- 8.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, DSC&WD may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost
- 8.2.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, DSC&WD shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.
- 8.2.3. The service provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before the DSC&WD and other authorities as and when required under any applicable laws
- 8.2.4. The service provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. DSC&WD will

not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in DSC&WD.

8.2.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the service provider and payment to its workers to be made accordingly.

8.2.6. There will be no relationship of Employer–Employee between the DSC&WD and manpower engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to the DSC&WD.

8.2.7. In case a female employee of the Service Provider has been deployed in DSC & WD for a period entitling her to Maternity Leave under the relevant statutes, then demand of the Service Provider for reimbursement of statutory payment of remuneration for the period of maternity leave shall be accepted for payment. However, no Service/ Administrative & Management charges shall be payable to the Service Provider for such reimbursement of payment for maternity leave, sanctioned by them. In case DSC& WD desires a suitable replacement of such professional, the agency has to provide the same as per the terms and conditions as mentioned in this tender

8.3. Accommodation

8.3.1. No accommodation shall be provided.

8.4. Other terms and conditions

8.4.1. The service provider's personnel shall be used for providing work / services as specified by DSC&WD in this tender. In case the personnel of the service provider deployed at DSC&WD is found engaged in doing any work other than the above or found not capable / useful, the service provider shall withdraw him / her from service and arrange for replacement within 7 days of time at their own cost. Misconduct by the manpower deployed by the service provider shall be replaced with suitable candidate

8.4.2. The service provider shall be responsible for any physical damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at the premises of DSC&WD. All equipment shall be used only for the purpose of carrying out legitimate business of DSC&WD and shall not be put in any other use

8.4.3. The manpower deployed by the service provider shall maintain office decorum. They shall be courteous, polite and cooperative and able to help the personnel of DSC&WD and resolve their problems. The service provider shall verify the

character antecedents before providing CVs of professionals and deploying any person at DSC&WD premises. Personnel deployed by the Service Provider will have no criminal antecedents; same will be verified and certified by the service provider

- 8.4.4. DSC&WD reserves the right to deduct amount from the Performance Security as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of Director, SC&WD will be final in this regard.
- 8.4.5. Medical or any other allowances to the professional deployed will not be borne by DSC&WD. It will be the responsibility of the service provider.
- 8.4.6. The service provider shall keep the present and permanent address with contact details, educational and technical qualification details, specimen signature, and two passport size photographs of the persons deployed in DSC&WD and furnish the details / information to DSC&WD, as and when required.
- 8.4.7. The manpower deployed at SPMU, DPMU & Cluster PST levels will be entitled to avail Gazetted holidays of the Government of Odisha.
- 8.4.8. Availing of any of the above leaves, without prior approval shall be treated as unauthorized and the payable remuneration will be appropriated accordingly.

9. Payment terms:

- 9.1. The Monthly Remuneration of professionals shall be fixed by DSC&WD as provided in Clause 3.8 of Special Conditions of Contract .
- 9.2. The Monthly Remuneration as fixed shall be paid by the Service Provider through bank credit by 7th of the succeeding month.
- 9.3. The Service Provider shall deposit monthly EPF and ESI dues in respect of professionals deployed in DSC&WD with appropriate authority within stipulated period.
- 9.4. The Service Provider shall submit Tax invoice in original as per service order which shall be certified by the concerned nodal officer towards performance of the agency
- 9.5. Tax invoice chargeable to the DSC&WD containing the Monthly Remuneration as per the service order / LoA issued. The statutory dues (i.e EPF, ESI, bonus, etc deposited shall be reimbursed including its Service/ Administrative & Management charges of agency after every month of services rendered on submission of necessary documentary evidence

96. The Service Provider has to submit adequate documentary proof of payment of Monthly Remuneration through bank along with documentary proof of EPF, ESI deposit and other statutory payments, attendance data of the concerned professional which will be certified by concerned Module/stream in-charge of DSC&WD, based on which invoice will be raised by the Service Provider failing which they may be processed by DSC&WD only in the next month. The payment will be made subsequently based on the invoice data.
97. The Service Provider will submit the invoice in duplicate to the Head Office, DSC&WD in every month along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
- A) Submission of attendance records, counter- signed by DSC&WD's designated officer, as a mark of acceptance / verification
 - B) Submission of invoices
 - a. To be stamped and signed by the authorized signatory of the service provider
 - b. Pre-receipted and affixed with a revenue stamp
 - C) All invoices and documents (in hard copy) shall be certified and counter signed by DSC&WD's designated module in-charge and / or nodal officer and also self- certified by the authorized officer of the service provider.
 - D) Bank statement as proof of payment of salary / remuneration to the professionals deployed at DSC&WD
 - E) Proof of payment statutory dues– EPF, ESI bonus, etc
 - F) Monthly return submitted to the RPFC & other statutory authorities relating to the preceding month.
 - G) Copy of GST return (presently GSTR-1 & GSTR-3B) for the month proceeding to the month of invoice duly certified by the agency failing that no GST shall be released.
98. Monthly payments (unit-wise) will be released at HO on the certification of concerned officer in-charges /Nodal Officer (as the case maybe) that the Service Provider has complied with all the statutory or obligatory or both provisions in respect of the professionals deployed by the Service Provider.
99. TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act & Rules as applicable
- 9.10. The payments shall be made directly to the bank account of the agency / Service provider.

10. Price Revision

- 10.1.1. Service/Administrative&ManagementchargesaspercentageofMonthlyRemunerati on of the professionals excluding GST: There shall be no revision in the percentage throughout the Contract Period.
- 10.1.2. Monthly Remuneration of professionals: In case of engagement of professionals from more than 12 (twelve) months, the Monthly Remuneration of such professionals shall be enhanced at the rate of 5% (five per cent) per annum on the base remuneration.

11. Penalty / Liquidated Damages

11.1. Delay in Deployment of Professionals

- 11.1.1. If the Service Provider fails to deploy professional within the Mobilization Period as per Clause 4.2) of Special Conditions of Contract, unless such failure is due to force majeure situation or due to DSC&WD's default, liquidated damage shall be imposed an amount equivalent @ 2 % of the value of the service order (excluding Taxes) of delayed portion per month or part thereof subject to maximum @ 10% of the total ordered value excluding Taxes.

11.2 In case of any loss / theft

- 11.2.1. In case of any loss / theft, concerned officer of DSC&WD will consider the circumstances leading to the loss/theft and submit a report to the concerned officer /Nodal Officer of DSC&WD and for fixing responsibility and if the responsibility is fixed upon the Service Provider, the Service Provider shall make good the loss within the period specified by DSC&WD or else deduction of the cost shall be made from the following month's invoice.
- 11.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, DSC&WD at its discretion may also terminate the contract, by issuing a notice 30 days prior to such termination.
- 11.4. Liquidated damages / Penalty shall be levied with applicable GST (As per sec 9 of CGST ACT). Invoice for such damages / penalty recovered shall be issued by DSC&WD.

12. Limitation of Liability

12.1. The Liability of the Service Provider during the Contract period, in any case shall not be beyond the amount payable to the Service Provider under the provisions of this NIT.

13. Taxes & Duties

13.1. Indirect Taxes

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of DSC&WD subject to submission of documentary evidence to the satisfaction of DSC&WD.

- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by DSC&WD on actuals and upon submission of documents evidencing such payment.

- C) Obligations relating to Goods and Services Tax(GST)
 - i) The service provider should have registration under GST Acts
 - ii) The service provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoices should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as "-" and "/" respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the

- recipient;
 - e. Harmonized System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorized representative.
- iv) The service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to DSC&WD and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make DSC&WD enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.
 - v) If due to any reason attributable to the service provider, Input credit of the GST amount paid on Invoices raised by the service provider is not available to DSC&WD/denied by the dept. then the same will be recovered from the payments of the service provider or the service provider has to deposit an equivalent amount.
 - vi) The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vii) The service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - viii) The service provider hereby undertakes to indemnify DSC&WD, from any liabilities arising in future due to non compliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by DSC&WD.

13.2 Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by DSC&WD to the Service provider in accordance with the provisions of Income Tax Act,1961.

14. Compliances to policies and standards adopted or to be adopted by DSC&WD

14.1. The service provider shall abide by and ensure compliance with the policies and standards adopted or to be adopted by DSC&WD:

Appendix – 1: Roles and responsibilities of SPMU, DPMU and Cluster PST.

Roles and responsibilities of SPMU, DPMU and Cluster PST team members.

The directorate of soil Conservation & WD intends to establish SPMU, DPMU and Cluster PST at State, District and Cluster level under the World Bank assisted REWARD –Odisha Programme.

The SPMU shall work under the direct supervision of Director, Soil Conservation & Watershed Development, Department of Agriculture & FE, Government of Odisha. Similarly, the DPMU shall work under the supervision of Project Director, Watersheds of the respective district and Cluster PST will work under the supervision of Project Implementing Agency (PIA) of the respective cluster. The SPMU, DPMU and Cluster PST will work in close collaboration with the technical partners and SPIA, DPIA and PIA at State, district and cluster level respectively. The PMUs will have the following scope of work and activities towards strategic, time-bound and coordinated interventions towards achievement of results as per DLIs and so as to ensure timely disbursement of the World Bank loan to the State. In addition, the PMUs team members will carry out any task assigned by the DSC&WD or his representative with respect to REWARD programme.

The broader roles & responsibilities of PMUs at different Level are given below;

State Project Management Unit (SPMU):

- The SPMU will be responsible for coordinating with agencies and universities on technical matters. It will be the vehicle primarily responsible for overseeing the project implementation, M&E
- Reporting on the project progress and outcome.
- Handholding support to the districts and PIA in particular in preparation of DPR and project implementation

District Project Management Unit (DPMU):

- Hand holding support to the PIA and WMT in preparation of DPR and project implementation
- Preparation of Annual Action Plan
- Preparation of progress reports
- Capacity building plan and programme of different stakeholders
- Documentation of project activities
- Coordinating line departments, Banks and agricultural markets for value chain developments and market linkage
- Convergence of different programmes

Cluster Project Support Team (Cluster PST):

- Facilitate preparation of DPRs for selected micro/sub-watersheds using science-based site data, DSS tools
- Preparing Annual Action Plan
- Preparation of Project progress reports
- Maintain and update all records in the MIS system
- Formation and strengthening of SHGs, UGs& FPOs
- Facilitate establishing Forward & Backward linkage and Value chains
- Capacity building and handholding support CBOs on the science-based approach
- Support WC in implementation and resolving any critical issues
- Coordinate with line departments and other stakeholders for convergence of schemes
- Documentation of project activities

The categories of human resources to be engaged at different levels with broad job roles and responsibilities of individual team members are given in the table below.

SI No	Category of HR	Nos	Qualification	Experience	Job Roles and deliverables
SPMU					
1	Hydrology Expert	1	M. Tech, Agril. Engg. (Soil and Water Conservation Engineering / Hydrology) / M Tech, Civil Engg. (Hydrology). Preference shall be given to Ph.D holders/ Post-Doctoral Fellows in above subjects.	Minimum 5 Years' Experience in related field / Watershed Development programme Desirable- Experience in Remote Sensing and GIS	<ul style="list-style-type: none"> • Coordinate with key partners at state and district levels in the application of hydrological and other tools for catchment planning, monitoring of surface and groundwater availability and use, • Responsible for managing the partnership with Technical Partners and other stakeholders working on hydrological and water management issues under REWARD programme. • Assess state-level requirements for strengthening capacity of teams in using GIS and RS applications in watershed management and use of GIS based Decision Support Systems (DSS) • Preparation of monthly, annual plans relating to hydrological assessment, integration with LRI and preparation of DPRs • Ensure that Hydrological data /models are routinely applied in the planning for watershed Projects and are reflected in the DPRs • Ensure that efficient water use based crop planning practices are demonstrated within the REWARD pilot watersheds.

					<ul style="list-style-type: none"> Documentation and knowledge sharing in the thematic area and facilitate data availability on the subject at State Level
2	Sr. Procurement Consultant	1	MBA (Fin) / CA / CWA	Minimum 5 Years Experience in procurement through GEM / e-Procurement / OGFR / PFMS operation	<ul style="list-style-type: none"> Assist the SPIA at all stages of procurement of various goods and services, consultancies, other procurements as indicated in the procurement plan, to ensure that the correct procedures are followed. Prepare bid advertisement, bidding documents, requests for proposals for consulting services, evaluation reports, draft contracts, and minutes of contract negotiations following procedures of the GoO in consultation with the World Bank. Provide technical assistance on pre-tender and post-tender activities (bidding and evaluation) including preparation, planning and contract management of the procurement packages. Update the procurement plan every three months, and set in place monitoring systems for procurement activities. Prepare Procurement Manual(s) for the REWARD project as required. Provide training and hand-holding support to the State procurement teams as per the need. Follow up with States and partner organizations to ensure that key procurement personnel have undergone necessary trainings on relevant procurement procedures. Resolve any procurement-related issues, including responses to comments from the GoI, GoO, World Bank and possible complaints from contractors, suppliers, consultants. Prepare communications and coordinate between SPIA & the World Bank for procurement document clearance and other procurement related activities. Prepare and share monthly progress reports detailing progress on procurement-related actions.
3	M&E Expert	1	M. Tech. (Ag. Engg.) / M.Sc (Ag.) / MBA / Master in Rural Development / Economics	Minimum 5 Years Experience in related field	<ul style="list-style-type: none"> Design a comprehensive ME&L framework that will include concurrent input-output monitoring, process monitoring, periodic outcome measurement and a final impact assessment with links to the grievance redressal systems. The ME&L framework would encompass application of state-of-the-art IT and remote sensing technologies.

					<ul style="list-style-type: none"> • Responsible for managing the partnership with Process Monitoring Agency (PMA) & Impact Evaluation (IE) Agency engaged in REWARD programme. • Assist in the development of a robust internal MIS (in partnership with the IT& MIS Expert in the SPIA, DPIA and PIA) as a backbone of the concurrent monitoring activities. • Provide training in M&E to staff at State, district and cluster level on best practices, M&E principles and their integration with a robust MIS. • Ensure that a quality baseline dataset is prepared for the Project, especially in relation to the Projects pilot areas where quantitative outcomes are expected. • Ensure that M&E outputs i.e., process monitoring reports, baseline, mid- term and end evaluation are delivered in time. • Prepare AAP, QAP with the support of IT&MIS Expert and in consultation with REWARD teams at State, district and cluster level. • Assist IT&MIS Expert in Preparation of MPR, QPR, APR etc. as required in the REWARD Programme • Ensure that the M&E system set up for the Project is providing adequate, timely and quality information. • Ensure that gender and equity parameters are captured through the M&E system even if not explicitly indicated in various Project components. • Provide timely information to the Director, SC&WD on any matter relating to REWARD that may require immediate attention.
4	IT &MIS Expert	1	M. Tech (Computer Sc.) with Certification in Python/Oracle/Java	Minimum 5 Years Experience in relevant field.	<ul style="list-style-type: none"> • Work in close collaboration with the M&E expert and prepare a robust MIS for REWARD Programme • Maintain and regularly update data entry into the MIS/online MIS system etc. • Responsible for managing PFMS w r to REWARD Programme • Coordinate and resolve PFMS issues of all Technical Partners / Vendors • Data validation to ensure quality of data • Generate necessary reports such as MPR, QPR, APR etc. • Assist in Preparation of AAP, QAP etc. to the M&E Expert and other REWARD team members.

					<ul style="list-style-type: none"> • Ensure establishment of a digital library and web portal of REWARD programme with the support of technical partners and professional technical agency. • Capacity building and hand holding support to field functionaries on MIS.
5	Remote Sensing& GIS Expert	1	M. Tech. (Comp. Sc.) with PG Diploma in (Remote Sensing/ Geo-Informatics/ Geo-Spatial Technology) / MCA with PG Diploma in (Remote Sensing / Geo-Informatics/ Geo-Spatial Technology) / M.Sc.(Remote Sensing / GIS) / M.Tech. (Remote Sensing / Geo-Informatics/ Geo-Spatial Technology)	Minimum 5 Years Experience in Remote Sensing& GIS	<ul style="list-style-type: none"> • Overall responsibilities in managing the RS&GIS unit/functions of REWARD programme • Manage the partnership with Technical Partners and other stakeholders working on LRI, Hydrology, RS&GIS with respect to RS&GIS outputs and outcomes under REWARD programme • Ensure integration of RS&GIS in preparation of Detailed Project Reports (DPRs) • Work at the intersection of data creation, data analysis and cartography and generate statistics / results for field monitoring and reports. • Ensure availability of data, maps, information and reports to relevant partners/ stakeholders/process monitoring & IE agency for smooth planning, implementation, monitoring of REWARD programme. • Perform data quality review both raster & vector data format to ensure data quality and integrity • Conduct RS&GIS analysis, studies on impacts of watershed programmes and inform SPIA on watershed performances. • Ensure geo-tagging of all assets created under the REWARD programme.
6	FPO &Value chain Expert	1	MBA(Agri. Business)	Minimum 5 Years Experience in FPO Formation and Management	<ul style="list-style-type: none"> • Develop strategies /rating tools and action plans for selection and promotion of FPO's under REWARD programme. • Responsibility for management and coordination with FPO Support Agency consultancy for timely achievement of related DLI. • Coordination with District and cluster level functionaries for upgradation of business and functioning of FPOs. • Identifying potential production cluster area for value chain analysis and explore the business development of the FPOs beyond national level. • Updation of FPOs data in the MoCA portal and state FPO portal.

					<ul style="list-style-type: none"> • Developing viable business plans and supporting FPOs on implementation of the same. • Capacity building & hand holding support to relevant stakeholders on FPO promotion • Facilitating convergence for post project institutional sustainability • TOT on FPO business development and Operation • Facilitating convergence for post project institutional sustainability
7	Institution & Capacity Building Expert	1	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 5 Years Experience in related field	<ul style="list-style-type: none"> • Spearhead the institution building and capacity building requirements of the Programme and develop a roadmap for strengthening the administrative and management capabilities for effective implementation of the REWARD Programme • Develop strategies for putting together an incremental training (beyond what is currently offered) that would provide stakeholders such as WC, GPs and other community institutions etc. around improved watershed management practices, climate resilient agriculture, surface and groundwater management, climate change adaptation, value addition and marketing, etc. • Coordinate with technical partners/ reputed resource organizations in preparation and roll out of different CB programmes along with TNA, CB calendar, development of modules etc. • Responsible for management of the Capacity Building Support Agency consultancy. Ensure that the identified CB assessments are completed with within the stipulated timeframe • Document and share best practices on thematic and process areas related to improved watershed management, value chains, climate resilient practices etc.
8	Finance cum Procurement Assistant	1	CWA(Inter) / CA(Inter)	Minimum 5 Years Experience in related field	<ul style="list-style-type: none"> • Work in close collaboration with Finance and Procurement Experts/Officers at SPIA. • Maintain books of accounts • Update entry in PFMS w r to REWARD Programme in close collaboration with IT&MIS Expert • Compilation and preparation of various progress reports on financial management i.e., MPR, QPR, APR, UCs, ASAs etc.

					<ul style="list-style-type: none"> • Preparation of proposals for release of funds/claims etc.
9	Office Assistant	2	Graduate with PG DCA	Minimum 3 Years in related field	<ul style="list-style-type: none"> • Type, format and draft routine correspondences as required; • Maintain communications and correspondence logs for all incoming and outgoing communication; • Assist with arranging travels, transport, logistics, accommodation, and documents; • Compilation and preparation of various progress reports i.e. MPR, QPR, APR etc.
DPMU					
1	IT & MIS Expert	5	B. Tech (Comp. Sc.) with Certification in Python/Oracle/Java preferable.	Minimum 3 Years Experience in related field	<ul style="list-style-type: none"> • Maintain and regularly update data entry into the MIS/online MIS system etc. • Responsible for managing PFMS w r to REWARD Programme • Coordinate and resolve PFMS issues of all Vendors • Data validation to ensure quality of data • Generate necessary reports such as MPR, QPR, APR etc. • Preparation of AAP, QAP etc. to the M&E Expert and other REWARD team members. • Ensure integration of RS&GIS in planning, implementation and monitoring. • Ensure geo-tagging of all assets created under the REWARD programme. • Overall responsibilities in managing the RS&GIS unit/functions of REWARD programme
2	Institution & Capacity Building Expert	5	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 3 Years Experience in related field	<ul style="list-style-type: none"> • Support in identification of clientele, conducting TNA, developing training modules with the CBSA. • Organize ToTs on different thematic areas with the support of technical partners, Resource Agencies etc. • Conduct evaluation of different training programme and suitable follow up actions for realizing better impacts • Organize on field demonstrations/FFS for transfer of technologies and practices with emphasis on climate resilient agriculture

					<ul style="list-style-type: none"> Document and share best practices on thematic and process areas related to improved watershed management, value chains, climate resilient practices etc.
3	FPO & Value chain Expert	5	MBA (Agri. Business)	Minimum 3 Years Experience in FPO Formation and Management	<ul style="list-style-type: none"> Coordinating with SPMU in all aspect of FPO promotion / Operation and Business Development in the District level. Overall responsibility in implementation of strategies and action plans for FPO operation in REWARD programme for achieving the DLI in the District. Identifying potential production cluster area for value chain analysis and explore the business development of the FPOs beyond national level. Developing viable business plans and supporting FPOs on implementation of the same. Capacity building & hand holding support to relevant stakeholders on FPO promotion Facilitating convergence for post project institutional sustainability TOT on FPO business development and Operation
4	Accounts Assistant	5	CWA(Inter) / CA(Inter)	Minimum 3 Years Experience in related field	<ul style="list-style-type: none"> Maintain books of accounts Update entry in PFMS w r to REWARD Programme in close collaboration with IT&MIS Expert Compilation and preparation of various progress reports on financial management i.e., MPR, QPR, APR, UCs, ASAs etc. Preparation of proposals for release of funds/claims etc.
5	Office Assistant	5	Graduate with DCA	Minimum 1 Year Experience in related field	<ul style="list-style-type: none"> Type, format and draft routine correspondences as required; Maintain communications and correspondence logs for all incoming and outgoing communication; Assist with arranging travels, transport, logistics, accommodation, and documents; Compilation and preparation of various progress reports i.e. MPR, QPR, APR etc.
Cluster PST					
1	IT & MIS Expert	18	B Tech (Comp. Sc.) with Certification in Python/Oracle/Java preferable.	Minimum 1 Year Experience in related field.	<ul style="list-style-type: none"> Maintain and regularly update data entry into the MIS/online MIS system etc. Responsible for managing PFMS w r to REWARD Programme

					<ul style="list-style-type: none"> • Coordinate and resolve PFMS issues of all Vendors • Data validation to ensure quality of data • Generate necessary reports such as MPR, QPR, APR etc. • Preparation of AAP, QAP etc. to the M&E Expert and other REWARD team members. • Ensure integration of RS&GIS in planning, implementation and monitoring. • Ensure geo-tagging of all assets created under the REWARD programme. • Overall responsibilities in managing the RS&GIS unit/functions of REWARD programme
2	Institution & Capacity Building Expert	18	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 1 Year Experience in related field.	<ul style="list-style-type: none"> • Assist in identification of clientele, conducting TNA, developing training modules with the CBSA. • Organize training programme for primary stakeholders on different thematic areas with the support of technical partners, Resource Agencies etc. • Assist in evaluation of different training programme and suitable follow up actions for realizing better impacts • Organize on field demonstrations/FFS for transfer of technologies and practices with emphasis on climate resilient agriculture • Document and share best practices on thematic and process areas related to improved watershed management, value chains, climate resilient practices etc.
3	FPO & Value chain Expert	18	MBA.(Agri. Business)	Minimum 1 Year Experience in FPO Formation and Management	<ul style="list-style-type: none"> • Coordinating with SPMU / DPMU in all aspect of FPO promotion / Operation and Business Development in the Block level • Implementation of action plans for FPO promotion in REWARD programme for achieving the DLI. • Source of contact by share holders with SPMU /DPMU for all sort of communications related to FPO promotion • Identifying potential production cluster / FPOs for value chain analysis • Proposal initiation for business plans and supporting FPOs on implementation of the same. • Capacity building & hand holding support to relevant stakeholders on FPO promotion • Facilitating convergence for post project institutional sustainability

4	Accounts Assistant	18	B.Com /BBA	Minimum 1 Year Experience in related field	<ul style="list-style-type: none"> • Maintain books of accounts • Update entry in PFMS w r to REWARD Programme in close collaboration with IT&MIS Expert • Compilation and preparation of various progress reports on financial management i.e., MPR, QPR, APR, UCs, ASAs etc. • Preparation of proposals for release of funds/claims etc
5	Office Assistant	18	Graduate with DCA	Minimum 1 Year Experience in related field	<ul style="list-style-type: none"> • Type, format and draft routine correspondences as required; • Maintain communications and correspondence logs for all incoming and outgoing communication; • Assist with arranging travels, transport, logistics, accommodation, and documents; • Compilation and preparation of various progress reports i.e. MPR, QPR, APR etc.

Appendix – 2: Format for Submission of Curriculum Vitae (CV)

*Color passport
size
photograph of
the
professional*

<Name of the expert/ professional>

Summary:			
<Summary of the experience, qualifications and other credentials of the expert/ professional>			
1. Proposed Position:			
2. Name of Firm:			
3. Name of Expert:			
4. Date of Birth:		Citizenship:	
5. Education:			
College/ University Attended		Degree/ Certificate	Date Obtained
1.Membership of Professional Associations:			
7. Other Training:			
8. Languages:			
9. Employment Record:			
From (Year)	To (Year)	Employer	Positions held

10. List all task to be performed under this project and corresponding experience of the expert/ professional:

Task Assigned	Experience

11. Certification:

- I. I, the undersigned, certify to the best of my knowledge and belief that:
- II. This CV correctly describes my qualifications and my experience..
- III. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project
- IV. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- V. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

To be signed by both the professional/ expert as well the authorized signatory of the Bidder

Appendix – 3: Professional Manpower Requirement – Initial Tentative List

Sl No	Category of HR	Nos	Qualification	Experience	Location
SPMU					
1	Hydrology Expert	1	M. Tech, Agril. Engg. (Soil and Water Conservation Engineering / Hydrology) / M Tech, Civil Engg. (Hydrology). Preference shall be given to Ph.D holders/ Post-Doctoral Fellows in above subjects.	Minimum 5 Years' Experience in related field / Watershed Development programme Desirable- Experience in Remote Sensing and GIS	Bhubaneswar ,Odisha
2	Sr. Procurement Consultant	1	MBA (Fin) / CA / CWA	Minimum 5 Years Experience in procurement through GEM / e-Procurement / OGFR / PFMS operation	Bhubaneswar ,Odisha
3	M&E Expert	1	M. Tech. (Ag. Engg.) / M.Sc (Ag.) / MBA / Master in Rural Development / Economics	Minimum 5 Years Experience in related field	Bhubaneswar ,Odisha
4	IT &MIS Expert	1	M. Tech (Computer Sc.) with Certification in Python/Oracle/Java	Minimum 5 Years Experience in relevant field.	Bhubaneswar ,Odisha
5	Remote Sensing& GIS Expert	1	M. Tech. (Comp. Sc.) with PG Diploma in (Remote Sensing/ Geo-Informatics/ Geo-Spatial Technology) / MCA with PG Diploma in (Remote Sensing / Geo-Informatics/ Geo-Spatial Technology) / M.Sc.(Remote Sensing / GIS) / M.Tech. (Remote Sensing / Geo-Informatics/ Geo-Spatial Technology)	Minimum 5 Years Experience in Remote Sensing& GIS	Bhubaneswar ,Odisha
6	FPO &Value chain Expert	1	MBA(Agri. Business)	Minimum 5 Years Experience in FPO Formation and Management	Bhubaneswar ,Odisha
7	Institution & Capacity Building Expert	1	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural	Minimum 5 Years Experience in related field	Bhubaneswar ,Odisha

			Development		
8	Finance cum Procurement Assistant	1	CWA(Inter) / CA(Inter)	Minimum 5 Years Experience in related field	Bhubaneswar ,Odisha
9	Office Assistant	2	Graduate with PG DCA	Minimum 3 Years in related field	Bhubaneswar ,Odisha
DPMU					
1	IT & MIS Expert	5	B. Tech (Comp. Sc.) with Certification in Python/Oracle/Java preferable.	Minimum 3 Years Experience in related field	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
2	Institution & Capacity Building Expert	5	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 3 Years Experience in related field	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
3	FPO & Value chain Expert	5	MBA (Agri. Business)	Minimum 3 Years Experience in FPO Formation and Management	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
4	Accounts Assistant	5	CWA(Inter) / CA(Inter)	Minimum 3 Years Experience in related field	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
5	Office Assistant	5	Graduate with DCA	Minimum 1 Year Experience in related field	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
Cluster PST					
1	IT & MIS Expert	18	B Tech (Comp. Sc.) with Certification in Python/Oracle/Java preferable.	Minimum 1 Year Experience in related field.	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
2	Institution & Capacity Building Expert	18	Master's degree in Agriculture & allied science / Rural Management / Social Work / Rural Development	Minimum 1 Year Experience in related field.	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
3	FPO & Value chain Expert	18	MBA.(Agri. Business)	Minimum 1 Year Experience in FPO Formation and Management	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
4	Accounts Assistant	18	B.Com /BBA	Minimum 1 Year Experience in related field	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh
5	Office Assistant	18	Graduate with DCA	Minimum 1 Year Experience in related field	Koraput, Sambalpur, Nayagarh, Dhenkanal, Deogarh

Annexure 2A: Proforma of the Agreement to be Signed between DSC&WD and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

Directorate of Soil Conservation & Watershed Development, Government of Odisha and having its head office at Krushi Bhawan, Bhubaneswar-751001 (herein after referred to as “DSC&WD”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956 / 2013 and having its registered office at [•] (herein after referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to DSC&WD through their bid(s), against NIT No. [•] dated [•] (hereinafter called the “Tender”) for the Engagement of agency to provide professional manpower at various locations of DSC&WD (through e-tendering);
- ii) on the basis of the said Tender, DSC&WD has adjudged the service provider as the service provider and issued Initial Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the service provider is being selected to provide the required services for a period of [•] years on the terms and conditions set forth in this contract; NOW THEREFORE THE PARTIES hereby agree as follows:
 1. The mutual rights and obligations of the service provider and DSC&WD shall be asset forth in this contract, in particular:
 - (a) The service provider shall provide out the services in accordance with the provisions of this contract; and

- (b) DSC&WD shall make payments to the service provider in accordance with the provisions of this contract.

2. Conditions of Contract

- a. Contract Period: The Contract Period for the Service Provider shall be one year. The tenure will be renewed every year upto 4 (four) years based on performance or up to the end of the project period as applicable.
- b. Payment Terms: <include details related to the final quoted /negotiated prices>
- c. The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- d. This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- e. All the terms and conditions as per the NIT No.[•]dated[•](including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHERE OF, the parties hereto have caused this contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Directorate of
Soil Conservation & WD(Authorized
Representative)
Name:
Designation:
Directorate of Soil Conservation & WD
Krushi Bhawan, Bhubaneswar-751001

For and on behalf of M/s.
(Authorized Signatory)
Name:
Designation:
Name of the service
provider:
Address:

In presence of the following witnesses

Name:
Designation:
Directorate of Soil Conservation & WD
Krushi Bhawan, Bhubaneswar-751001

Name:
Designation:
Name of the service
provider:
Address:

Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),son/daughter/wife ofan

d

Presently residing at....., who is presently employed with us and holding the position of

....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the NIT no. DSC&WD/e- RE/HR/RFP/01 dated 13.04.2022 published by the Directorate of Soil Conservation & Watershed Development for the “Engagement of agency to provide professional manpower at various locations of DSC&WD”, including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,.....,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THISDAY OF 20[•].

For

Witnesses

..... 1.
(Signature, name, designation and address)

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Annexure 4: Price Bid Format

Name of Work: Engagement of agency to provide professional manpower at various locations of DSC&WD						
Contract No:						
Name of the Bidder/ Bidding Firm / Company:						
<u>PRICE SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBE R #	TEXT #	NUMBE R	NUMBE R #	NUMBE R #
Sl. No.	Item Description	Quantity	Units	Enter SAC Code to be entered by the Bidder	Rate in % to be entered by the Bidder	TOTAL %
1	2	3	4	5	6	7
1	Description					
1.01	Service/ Administrative & Management charge as % of monthly remuneration of professionals excluding GST to be deployed by the Agency					
Total in Figures						

Note:

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service/ Administrative & Management charge quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), and any other cost that the Bidder envisages except for there imbursements that DSC&WD shall provide as clearly mentioned in the tender document.

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I / We here by declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned / blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria(Refer Clause 7 and Clause 8.16.1)		
2	Incorporation related documents (Refer Clause 7.3.1 and 8.15.1)		
3	Tax related documents (Refer Clause 7.3.2 and Clause 8.16.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Processing Fee		
6	Power of Attorney - Annexure 3		
7	Signed copy of check list with seal - Annexure 6		
8	Bank details – Annexure 7		
9	Other Documents towards fulfillment of Eligibility Criteria as per Chapter 7		
10	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.20.6		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

The Director
 Directorate of Soil Conservation
 & Watershed Development,
 (DSC&WD) Odisha, Bhubaneswar.
 Krushi Bhawan, Keshri Nagar
 Bhubaneswar -751001

Sub: Mandate for payment through electronic mode i.e. EFT / NEFT / RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Directorate of Soil Conservation & Watershed Development. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete / incorrect information / any other technical reasons, we will not hold the DSC&WD Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

Annexure 8: Format for Performance Security

BG should be obtained from Nationalized/ Scheduled Bank and should be operable and invocable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) ("AGENCY") and the DSC&WD Bhubaneswar – 751 001 ("DSC&WD") has issued a Letter of Award (LoA) dated (the "LoA") whereby DSC&WD has agreed to engage the Agency for
.... (the "agreement").
- (B) The LOA requires the AGENCY to furnish Performance Security to DSC&WD of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the "Guarantee Period").
- (C) We, through our branch at (Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to DSC&WD upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY's obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as DSC&WD shall claim, without DSC&WD being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from DSC&WD that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that DSC&WD shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between DSC&WD and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason what so ever.
 3. In order to give effect to this Bank Guarantee, DSC&WD shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for DSC&WD to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. DSC&WD shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by DSC&WD against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to DSC&WD, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by DSC&WD of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of DSC&WD or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by DSC&WD in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by DSC&WD on the Bank under this Bank Guarantee no later than twelve(12) months from the date of expiry of the Guarantee Period, all rights of DSC&WD under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities here under.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of DSC&WD in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment there of forth with, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of DSC&WD that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by DSC&WD pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR.....
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank

Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank

Guarantee) at our Branch at _____ Bhubaneswar.

iv) After claim period ally our rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank)

Signed and Delivered by _____ Bank By the hand of Mr./ Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND

ADDRESS) (1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Affidavit of No Criminal Record

(To be submitted by the deployed professional through the agency)

I, _____, Son/Daughter of _____,
residing (full address) _____ do hereby declare that no
legal and/or criminal case is pending against me before any court/investigating agencies,
as on date.

I further inform that I have never been found guilty/convicted of any legal offense and/or
crime by any court of law in the past.

I declare that the above information given by me is true to the best of my knowledge.

In case the above information furnished by me is found to be false, DSC&WD has the
liberty to take appropriate action as deemed fit without assigning any further reason/
intimation.

This affidavit is required to be submitted by me to DSC&WD through the agency at the
time of deployment.

Date: _____

Signature of Candidate: _____

Place: _____

Name of Candidate: _____

Annexure 10: Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the Service Provider)

This deed of Indemnity executed byhereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Director ,Directorate of Soil Conservation & Watershed Development, Bhubaneswar, herein after referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order/ service order For the supply of on terms and conditions set out interalia in the Purchase order/ Service Order No..... valued at Rs.....(Rupees only)

And Whereas, it is required under the above mentioned purchase order/ service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship for a period of..... calendar months from the date of receipt of stores oractualworkinghoursfromthedataofcommissioningwhicheverisearlierofthestoresupplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that For any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Indemnifier.
- II. Any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that any items/ services Loaned by indemnified For use by the indemnifier in the event of the products/ services getting damaged/ non-operational, or such that it affects its life guarantee, the indemnifier shall as may be deemed necessary repair or make good the defective assets at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the stores to the extent the life not achieved as per the guarantee, or supply spare stores For the defective portion only free of cost at site in respect of the purchase order/service order obligations that emanate from the same already referred to the extent of

₹..... (Rupees..... only)
for

.....
(Signature with Name and Designation)

Station:

Date: Company

Seal Witness

1.....

Annexure 11: BID SECURITY DECLARATION FORM (Rule 170 of General Financial Rule 2017)

(To be submitted in **Part – I Technical Bid**)

Bid Ref. No. _____

Date: _____

To ,
The Director,
Directorate of Soil Conservation & Watershed Development (DSC&WD) Odisha,
Krushi Bhawan, Keshari Nagar
Bhubaneswar -751001,
Telephones:0674 -2391840

I/We. The undersigned, declare that:

I/We accept that I/We may be suspended to submit bids for contract(s) with you for a period of one yeas from the date of bid opening if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified my/our bid during the period of bid validity specified in the form of bid; or
- b) having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
 - i. fail or refuse to execute the contract, or
 - ii. fail or refuse to submit the Performance Security of the amount specified in the bid.

Seal

Signature of the bidder

Date:

Name & Address of the firm:

