

**BID DOCUMENT****"TENDER FOR OUTSOURCING OF SERVICES****For Manpower Requirement under Mobile Veterinary Unit under ESVHD**

[Hiring of Reputed Manpower Agency/ Service Provider to provide Manpower support for Mobile Veterinary Unit under ESVHD]

**FISHERIES & ARD DEPARTMENT GOVERNMENT OF ODISHA**

**TENDER NOTICE**

Bid Reference No. \_\_\_\_\_

Dated \_\_\_\_\_

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service providers for providing Services for MVUs for district of Malkangiri under Chief District Veterinary Officer (CDVO), Malkangiri. The details of the bidding process areas follows:

Sl. No	Bidding Schedule	Deadline
1	Date of Issue	12/9/2022.....
2	Bid Due Date and Time	..15..10..2022...4.30 P.M
3	Opening of Technical Bid	...17..10..2022...11 A.M
4	Opening of Financial Bid	...30..10..2022...11 A.M

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "Bid for Outsourcing of services of MVUs" must reach the undersigned on or before due date & time by *Speed Post/Registered Post/ Courier*

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the website. (.....)

Complete address for submission of bid

Chief District Veterinary Officer,

Address- Malkangiri

AT/PO:- Malkangiri, Dist:- Malkangiri

Pin: 764045.

## 1. Schedule for Invitation of RFP

Name of Assignment	Hiring of Reputed Manpower Agency/ Service Provider to provide Manpower support for " Mobile Veterinary Units ( MVUs)"
Name of the Department & Address	Chief District veterinary Officer, Malkangiri Under the control of Directorate of A.H & V.S
Date of issue of RFP	.....
Submission of Pre-Bid Clarification/Queries	....., 5 PM
Date & Time of Pre-Bid Conference	....., 11 AM at Office of the CDVO, ..... Malkangiri
Last Date & time of submission of RFPs	15.10.2022, 3.00 PM
Date & time of opening of Technical Bid	17.10.2022 11.00 AM
Tentative Date & time of opening of Financial Bid	20.10.2022 11.00 AM
Period of Contract	Two (2) years from the date of signing of agreement
Mode of submission of RFPs	Offline
RFP document Downloading Place & Period (Dist. NIC website)	(.....)
Validity of the Bid	The Bid shall be valid for a period of 90 days from the last date of submission of RFP
Consortium/ Joint Venture	Not Allowed
RFP submission address & Contact No.	Chief District veterinary Officer, Address- Malkangiri, AT/PO:- Malkangiri, Dist:- Malkangiri PIN: 764045
Performance Security	Rs. 30,000/- per MVU

## INDEX

Sl. No.	Section	Description	Page
1.	Section-I	Instruction to Bidders	4 - 9
2.	Section-II	Scope of the Work	9 -12
3.	Section-III	Schedule of Requirement	12
4.	Section-IV	General Terms and Conditions	13-15
5.	Section-V	Technical Bid	16-20
6.	Section-VI	Financial Bid	20-21
7.	Section- VII	Bid Submission Checklist	22
8.	Section-VIII	Service Agreement& PBG Format	23-26

## SECTION-I

### Instruction to Bidders

#### A. General Information:

1. Chief District Veterinary Officer, Malkajgiri requires the services of reputed, well Established, financially sound and registered Service Providers to provide manpower (one Veterinarian, one Para-veterinarian & one Driver-cum attendant for each MVU) by deploying adequately trained and disciplined man power for MVUs in the district of Malkajgiri District as per the requirement indicated in **Annexure-I**.
2. The period of contract for providing the aforesaid service will be ideally 2 years from the date of effectiveness of the contract and extendable annually up to 2024-25. The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.
3. The interested bidders may visit the Chief District Veterinary Officer, on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

#### Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none"><li>• Registered under the Companies Act 2013</li><li>• Registered under the Indian Partnership Act 1932</li><li>• Registered under the Indian Trusts Act 1882</li><li>• Registered under the Societies Registration Act 1860.</li><li>• Registered under the Limited Liability Partnership Act 2008.</li></ul>	Certificate of Incorporation/ Registration
2	The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central /State Government/Autonomous Bodies / agencies / societies / corporate bodies.	Copies of the work order from the previous authorities.

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
3	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill/ Valid lease agreement)
4	Must have average annual financial turnover of Rs.1 Crore during the last three financial years as on Dt.31.03.2021. ( 2018-19, 2019-20 & 2020-21)	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period.
5	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this RFP.	An undertaking to this effect to be furnished by the bidder as per the prescribed format <b>[Form – T2]</b>
6	Must not have any pending judicial proceedings for any criminal offence against the proprietor / Director & the Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format. <b>[Form – T3]</b>
7	Other Statutory Documents:	Copies of : <ul style="list-style-type: none"> <li>• PAN,</li> <li>• GSTIN,</li> <li>• Copies of EPF &amp; ESI Registration Certificate</li> <li>• IT return for the last 3 assessment year</li> </ul>

#### B. Submission of Bid:

The complete proposal in all respects as specified must be accompanied with a Non-refundable amount of Rs. 2,000/- (Rupees Two Thousand) only towards Bid Processing Fee in form of Demand Draft in favour of " Chief District Veterinary Officer, Malkangiri, drawn in any scheduled commercial bank and payable at SBI, Malkangiri, failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier so as to reach the authority by due date & time.

The authority will not be responsible for any postal delay. Bids without bid processing fee shall be rejected. Bids submitted after due date will be summarily rejected. The bidder should submit the 'Bid Security Declaration form' as per **Annexure-II** in lieu of Bid security/ EMD.

The bid has been invited under two bid systems i.e Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes superscribing "**Technical Bid**" (name of the service) and "**Financial Bid**" (name of the service). Both sealed envelopes must be kept in a third sealed envelope superscribing "Bid for Outsourcing of services of MVUs"

Selected bidder will have to deposit a Performance Security of Rs. 30,000/- (Rs. Thirty thousand) only per MVU commensurate with the number for MVUs to be engaged in the district in form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of concerned **Chief District Veterinary Officer** as per the prescribed format provided in the tender document at **Section - IX** for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

### C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

1.
  - a. Covering letter along with power of attorney on the bidder's letter head
  - b. Demand Draft in support of Bid processing fee as applicable
  - c. Bid Security Declaration form duly filled in.
  - d. Copy of Certificate of Incorporation of the firm /agency
  - e. Copy of GSTIN
  - f. Copy of PAN
  - g. Copies of IT returns for the last three assessment years
  - h. Copies of EPF & ESI Registration Number
  - i. Copy Bank Account details

- j. Copies of the Income/Expenditure statements along with Balance Sheet for the last 3years.
- k. Undertaking regarding non-blacklisting (On stamp paper)
- l. Undertaking regarding non-pending of any judicial proceedings against the firm and against the manpower to be supplied (On bidder's letterhead)

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical Bid will be opened on ~~17.10.2022~~ <sup>17.10.2022</sup> at 11.00 AM in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on ~~22.10.2022~~ <sup>22.10.2022</sup> at 11 AM in presence of the authorized representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of 90 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder shall be evaluated on QCBS (Quality and Cost based Selection) as (80: 20)

Technical Evaluation Criteria (100 Marks, Minimum qualifying criteria 60Marks)

Parameter	Max. Marks	
<b>Organization Strength</b>		<b>50</b>
Turnover (Rs 1 Cr.: 5 marks, Rs 1.0 –5 Cr.: 10 marks, > Rs 5 Cr.: 10 marks)	15	
Net worth (Rs 1.0 -2.5 Cr.: 5 marks, Rs 2.5-5.0 Cr.:7 marks, > Rs 5.0 Cr.: 10 marks)	10	
Employee base on outsourcing basis with valid license from Labour & ESI department (50-100 Employees: 15 marks, 100-150 employees: 20 marks, >200 employees: 25 marks,	25	
<b>Organization Experience, Statutory Compliance &amp; Quality Certification</b>		<b>50</b>
Office functioning in Odisha > 3 years: 5 marks, >4-5 years: 7 marks, >5 years: 10 marks)	10	
Awarded Govt./PSU labour contracts worth Rs 5 – 10 lakh : 5 marks, > Rs 10- 15lakh : 7 marks, >Rs 15 lakh: 10 marks)	10	
Statutory Compliances of EPFO/ESIC and payment confirmation slips certificate:	15	
Submitted for > 50 and Up to 100 employees: 5 marks,		
> 100 and Up to 200 employees: 10 marks		
> 200 employees: 15 marks		
Obtained ISO 9001:2015 Certification- 5 marks	15	
Obtained ISO 45001:2018 Certification- 5 marks		
Obtained ISO 27001:2013 Certification- 5 marks		
<b>Total</b>		<b>100</b>

The bidder having minimum 60 marks in the technical criteria would be considered for further evaluation on QCBS (Quality & Cost based selection).

QCBS evaluation will be as 80:20 where 80 % weight age shall be to technical score and 20%weight age shall be to the financial score.

- Technical score of individual bidder shall be evaluated as (TS) =Score in Technical evaluation criteria \* 0.80
- Financial score of Individual bidder shall be as (FS): L1 (Lowest Quote)/ Bidder Quote \* 0.20
- QCBS score of each of the bidder will be evaluated as QCBS= "TS+FS"

**Bidder with the Highest Score in the QCBS shall be declared as H1 and will be the best qualified bidder for the award of contract.**

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

## SECTION-II

### SCOPE OF THE WORK

#### A. SERVICES OF MVU

1. The Chief District Veterinary Officer, Malkangiri Invites sealed bids from the eligible bidders for providing the services of MVU at locations as per Annexure-I.
2. The man power for the MVU services shall be round the clock. They have to stay at allotted location. However, the deployment of the personnel may be varied with respect to requirement as per the convenience of the Authority.
3. The Service Provider shall ensure that the personnel deputed are as per the scope of the work, physically and mentally healthy and not more than 65 years of age or less than 21 years of age.
4. The full particulars of the personnel to be deployed by the service provider including their names and addresses shall be furnished along with testimonials before they are actually deployed for the job.
5. A senior level representative of the Service provider shall visit the Mobile Veterinary Unit of the concerned district in every fortnight and review the service performance of its personnel. During the fortnight visit, Service provider's representative will also meet the representative of the Authority dealing with service under the contract for mutual feedback regarding the work performed and removal of deficiencies, if any, observed in their working.
6. The incidental expenses like small implements/dress or uniform etc. shall be borne / supplied by the service provider at its own cost.
7. The day to day functioning of the services shall be carried out in consultation with and under direction of the Authority. Proposals for efficient functioning of

the security systems shall be discussed, considered and implemented from time to time by the Service provider with the approval of the Authority. Any loss caused to the Authority due to the lapse on the part of the personnel discharging responsibilities, will be borne by the Service provider and in this connection, the Authority shall have the right to deduct appropriate amount from the bill of the Service provider to make such loss besides imposition of penalty. In case of frequent lapses on part of the personnel deployed by the Service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.

8. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
9. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
10. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
11. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10<sup>th</sup> of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.
12. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

## **Job description of outsourced personnel:**

### **1. Veterinary Doctors**

- i. Receive the call from designated call center
- ii. Attend the livestock in the assigned place
- iii. Render applicable veterinary services
- iv. Refer the case to the nearest Veterinary dispensary/ Vety. Hospital in case of requirement
- v. Work as per advise of assigned Block Veterinary Officer
- vi. Perform other Veterinary service related works (Like vaccination, AI, Health camps, necessity in case of natural calamities etc.) as assigned when not in call.
- vii. Monitor the work of Livestock assistant & driver -cum- attendant.
- viii. Submit Monthly report returns to BVO & other higher authorities as & when required.
- ix. Attend review meetings.
- x. Any other duties relating to Veterinary service as & when required

### **2. Livestock Assistant**

- i. Attend the livestock in the assigned place with Veterinary doctor or alone in case of requirement
- ii. Assist in providing applicable veterinary services
- iii. May provide Veterinary first aid services
- iv. Refer the case to the nearest Veterinary dispensary/ Vety. Hospital in case of requirement
- v. Work as per advise of assigned Block Veterinary Officer
- vi. Perform other Veterinary service related works (Like vaccination, AI, Health camps, necessity in case of natural calamities etc.) as assigned when not in call.
- vii. Assist in submission of Monthly report returns to BVO & other higher authorities as & when required.
- viii. Attend review meetings when required.
- ix. Any other duties relating to Veterinary service as & when required

### **3. Driver cum Attendant**

- i. Drive & assist in attending the livestock in the assigned place with Veterinary doctor or livestock assistant.
- ii. Assist in providing applicable veterinary services
- iii. Work as per advise of assigned Block Veterinary Officer
- iv. Assist the Veterinary doctor / Livestock Assistant Perform other Veterinary service related works (Like vaccination, AI, Health camps, necessity in case of natural calamities etc.) as assigned when not in call.
- v. Any other duties relating to Veterinary service as & when required

**Prescribed Qualification & Experience of the Manpower:**

Sl.	Name of the Post	Qualification	No. of Posts	Place of work	Monthly Fee for each Personnel
1	Veterinary Doctor	a. Minimum Bachelor degree in Veterinary Science & Animal Husbandry b. Must be a resident of Odisha. c. She/he should have effective communication skills in local language.	As per the district wise list enclosed at Annexure -I	Station of MVU will be intimated by concerned CDVOs.	Not exceeding Rs 50,000/- including all statutory dues/charges.
2	Livestock Assistant	a. Minimum +2 Sc. / Diploma in Animal Science / + 2 vocational in (allied Animal husbandry courses) from recognized institutions. b. Must be a resident of Odisha. c. She/he should have effective communication skills in local language. d. Retired LIs/VTs from F&ARD Dept. also be considered	As per the district wise list enclosed at Annexure -I	Station of MVU will be intimated by concerned CDVOs	Not exceeding Rs 20,000/- including all statutory dues/charges
3	Driver-cum Attendant	a. Minimum 8 <sup>th</sup> Pass b. Should have valid Driving license c. Must be a resident of Odisha. d. He should have effective communication skills in local language.	As per the district wise list enclosed at Annexure -I	Station of MVU will be intimated by concerned CDVOs	Not exceeding Rs 18,000/- including all statutory dues/charges.

**SECTION -III**

**Schedule of Requirement:**

Tentative requirement of Manpower to be deployed for the proposed services given here as under: -  
The district wise requirement is as per Annexure-I.

## SECTION - IV

### GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. Persons to be deployed by the Service Provider should be of age not exceeding 65 years and physically sound to perform the duties.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
6. Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC details etc.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its

- personnel deployed at site at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
  13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
  14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
  15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
  16. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
  17. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
  18. The Service Provider shall not be allowed to transfer, assign, pledge, or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
  19. The Services Provider shall raise the bill, in triplicate, along with attendance sheet/performance report duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
  20. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
  21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
  22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.

23. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
25. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
26. All disputes shall be under the jurisdiction of the court at **District Headquarters only**.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

SECTION - V

TECHNICAL BID

COVERING LETTER

(In BIDDER LETTER HEAD)

To

The Chief District Veterinary Officer, Malkangiri.....

Sub: Tender for Outsourcing of Manpower for Mobile Veterinary Units of  
Malkangiri District

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for outsourcing of Manpower for Mobile Veterinary Units of Malkangiri District in accordance with your Tender Notice No.: \_\_\_\_\_, Dated.....

We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelope.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

**Authorized  
Signatory with Date  
and Seal**

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

(FORM - T1)

1.	Name of the Bidder	
2.	Name of the Director /	
3.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
4.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
5.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
7.	PAN No.(Attach self attested copy)	
8.	GSTIN (Attach self attested copy.)	
9.	E.P.F. Registration No. (Attach self attested copy.)	
10.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
11.	Acceptance to all the terms & conditions of the tender (Yes/No).	
12.	Power of Attorney/authorization letter for signing the of the bid documents	
13.	Please submit an undertaking that no criminal case is pending with the police at The time of submission of bid.	
14.	Kindly mention the total number of pages in the tender document.	

**15. Financial Turnover of the bidder for the last 3 financial years. (\*)**

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR)
FY1		
FY2		
FY3		

*\*from the date of issue of tender*

**16. Details of the similar type service provided by the bidder in last 5 years:**

Sl. No.	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower /machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						

**17. Declaration**

I, Shri Son/Daughter/Wife of Shri \_\_\_\_\_, Proprietor/ Director/ Authorized signatory of \_\_\_\_\_ (Name of the Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

**(Signature of Authorized Representative with seal)**

Place: .....Date: .....

**Enclosures:**

1. Bid Processing Fee in the form of Demand Draft in original
2. Copy of tender document (each page must be signed and sealed)
3. Duly filled Technical Bid and Financial Bid
4. List of Documents as applicable

**FORM-T2**

**UNDERTAKING**

*[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]*

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

*Authorized Signature [In full and initials]*

**Name and Designation of the  
Signatory: Name of the Bidder and  
Address :**

**FORM-T3**

**UNDERTAKING**

*[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]*

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company. I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

*Authorized Signature [In full and initials]*

**Name and Designation of the  
Signatory: Name of the Bidder and  
Address:**

## TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility conditions as well as technical criteria and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. QCBS (Quality and Cost based Selection) Method will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the H1 as per QCBS (Quality and Cost based Selection) based.

### SECTION - VI

### FINANCIAL BID

#### COVERING LETTER

(BIDDER LETTERHEAD)

To  
The Chief District Veterinary Officer, *Malkangiri*

Sub : Tender for Outsourcing of Manpower for Mobile Veterinary Units of  
*Malkangiri* District

Sir,

I, the undersigned, offer to provide the services for Outsourcing of Manpower for Mobile Veterinary Units of *Malkangiri* District in accordance with your Tender No. \_\_\_\_\_ Dated: \_\_\_\_\_. Our attached financial price is \_\_\_\_\_. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly. I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory [*In full and initials*]  
with Date and Seal Address of the Bidder:

**(FORM - F1)**

**Manpower Details**

Sl. No	Category of Manpower	No of manpower to be provided	Monthly wages of Skilled manpower as per latest Govt. of Odisha notification with 4 days weekly off	EPF (Employer share) As per latest notification	ESI (Employer share) As per latest notification	Total	GST As applicable	IT As applicable	Service charge of the Agency	Grand Total Cost to Govt. per skilled manpower	Monthly take home wages per skilled manpower

Place: .....

Date: .....

**(Sign and Seal of Authorized Representative)**

## SECTION - VII

### BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	TECHNICAL BID duly filled in (Covering Letter, FORM- T1, T2 and T3)		
10	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 3 years		
11	Power of Attorney in favour of the person signing the bid on behalf of The bidder.		
12	List of completed / on-going assignments of similar nature (Past Experiene Details) along with the copies of work orders for the respective from the authorities		
13	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.(FORM- T2)		
14	Undertaking for not having any police case pending against the bidder(FORM- T3 )		
<b>FINANCIAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory [In full and initials] \_\_\_\_\_ Name  
and Designation with Date and Seal: \_\_\_\_\_

## SECTION - VIII

### **SERVICE AGREEMENT**

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on \_\_\_\_\_ between, \_\_\_\_\_ (hereinafter called as the "Authority") of the 1<sup>st</sup> Part and \_\_\_\_\_ its principal place of business at \_\_\_\_\_ (hereinafter called the "Service Provider") of the 2<sup>nd</sup> Part.

#### **WHEREAS**

- a. the "Service Provider", having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: \_\_\_\_\_, Dated: \_\_\_\_\_ issued by the Authority;
- b. The "Authority" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

**Appendix A: General Terms and  
Conditions Appendix B: Scope of Work;**

**Appendix C: Contract Price and Payment Term;**

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
  - a. The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
  - b. The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

### 3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

### 4. Now this agreement witnesses as below:-

- a. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide manpower resources to be engaged in the.....in conformity with the provisions of the terms and conditions of the contract.
- b. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.
- c. Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e. That this agreement is valid up to \_\_\_\_\_.
- f. For and on behalf of [Tender Inviting Authority]

Witness1:

Witness2:

For and on behalf of [SERVICE PROVIDER

[Name and Designation of the Representative with seal]

Witness1:

Witness2:

## PERFORMANCE BANK GUARANTEE FORMAT

To

The Chief district Veterinary officer,.....

**WHEREAS** \_\_\_\_\_ (Name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_

to undertake the service .....

**AND WHEREAS** it has been stipulated by CDVO \_\_\_\_\_ in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the Service Provider such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_ year. Our branch at \_\_\_\_\_ (Name & Address of the Bank) is liable

to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \_\_\_\_\_ branch a written claim or demand and received by us at our \_\_\_\_\_ branch on or before Dt \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the Officer .....

Seal, name & address of the Bank & Branch