



**OFFICE OF THE DIVISIONAL FOREST OFFICER, KHARIAR K.L. DIVISION.
KHARIAR-766107**

E-mail: dfokenduleafkhariar@gmail.com

Letter No: 603 / 2KL. /2023, Dated the 13th March, 2023

To

The District Information Officer,
NIC, Collectorate, Nuapada.

Sub: -

Publication of Advertisement for Tender call Notice for providing of Men power (DEOs)for official work in Khariar K.L. Division.

Sir,

Enclosed, please find herewith a copy of Advertisement (both in Hard & Soft copy) for Tender Call Notice for providing of menpower (DEOs) in Khariar (KL) Division. Hence, the advertisement for tender call Notice for providing of menpower to work in different Ranges of Khariar K.L. Division may be published in the **Website- www.nuapada.nic.in** for wide publicity.

Yours faithfully,

Encl:- as above.

Sd/-
Divisional Forest Officer,
Khariar K.L. Division

Memo No **604** Date. **13.03.2023**

Copy submitted to the Principal Chief Conservator of Forests, Kenduleaf Odisha, Bhubaneswar/ Chief Conservator of Forests, Balangir (KL) Circle, Balangir for favour of kind information and necessary action with reference to memo No. 495 Dt.02.03.2023 of CCF(KL)Balangir.

Sd/-
Divisional Forest Officer,
Khariar K.L. Division

Memo No **605** Date. **13.03.2023**

Copy forwarded to the All Divisional Forest Officers (T & NT) Division, Odisha for favour of kind information and necessary action.

Sd/-
Divisional Forest Officer,
Khariar K.L. Division



OFFICE OF THE DIVISIONAL FOREST OFFICER, KHARIAR K.L.DIVISION.

KHARIAR-766107

E-mail: dfokenduleafkhariar@gmail.com

Tender Call Notice

No.____602_____ / 2KL/ 2023 /Dated: **13.03.2023**

**Engagement of Data Entry Operator through Service Provider for Service during 2023
(KL) Crop Year**

In pursuance to Memo No. 495 Dt. 02.03.2023 of the Chief Conservator of Forests, Balangir K.L.Circle, Balangir, sealed tenders are invited from reputed manpower agencies/ service provider to provide the services of Data Entry Operator for a period of one year w.e.f. 1st April, 2023 to 31st March, 2024 for placement in different Ranges under Khariar Kenduleaf Division as per Government of Odisha, Finance Department Guidelines. The tender offer in sealed cover should be superscribed as “**Offer for service of Data Entry Operator**” to be sent either by speed post/Registered post to the Divisional Forest Officer, Khariar (KL) Division or dropping in the tender box of this Office. The last date and time for submission of Tender document is 27th March, 2023 upto 1.30 PM and shall be opened on the same day after 3.30 PM

The detail information for outsourcing of the service of aforesaid post has been given in the Tender Document which may be obtained in person from the office of the undersigned on any working day between 11 A.M. to 5 P.M. and also be downloaded from the Website- **www.nuapada.nic.in.**

Sd/-

Divisional Forest Officer,
Khariar K.L.Division.

Important Dates

For Providing Service of Data Entry Operators in different Ranges
under Divisional Forest Officer, Khariar (KL) Division by Manpower Service Provider.

- | | |
|--|--|
| (a) Period of issue of Tender Documents: | 13.03.2023 to 27.03.2023. |
| (b) Date and time for submission of Tender Documents. | 13.03.2023 to 27.03.2023 upto 1.30
PM of 27.03.2023 |
| (c) Date and time for opening of | |
| (i) Technical Bids | 27.3.2023 after 3.30 P. M. |
| ii) Financial Bids of eligible Bidders. | 25.3.2023 after 4.00 P.M. |
| (d) Likely date for commencement of deployment
of required manpower service provider: | 1st April,2023 |

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS.

1. The Divisional Forest Officer, (KL) Khariar Division requires the services of reputed well established and financially sound Service Providers to provide service of Data Entry Operator(DEOs) for day to day official work.
2. The place of engagement of Data Entry Operator is as under:
 1. Khariar K.L.Range 2. Sinapali K.L.Range 3. Tarbod K.L.Range
 4. Nuapada K.L.Range 5. Lakhna K.L.Range 6. Khariar Road K.L.Range.
3. Interested Service Provider has to submit his offer in the prescribed Tender format directly to the office of the Divisional Forest Officer, Khariar (KL) Division
Mob: 8280342568
E-mail: dfokenduleafkhariar@gmail.com
4. The contract of providing the aforesaid manpower is likely to commence from 1st April, 2023 and would continue till agreement period i. e. up to 31st March, 2024. The period of the contract may be further extended beyond agreement period/date provided the requirement of the Department for manpower persists at that time or may be curtailed/terminated before due date owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirement. The Divisional Forest Officer, Khariar (KL) Division however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Deposit (EMD) of Rs. 10,000/- by way of Bank Draft in favour of the Divisional Forest Officer, Khariar (KL) Division

6. The tender has been invited under two bid system i. e. Technical Bid and Financial Bid. Interested agencies are advised to submit Bids for two separate sealed envelopes superscribed "Technical bid for Providing Manpower Service" and "Financial Bid for Providing Manpower Service". Both sealed envelopes should be kept in a third sealed envelope superscribed "Tender for Providing Manpower Service in different Ranges under Divisional Forest Officer, Khariar (KL) Division. The bids are to be sent to Divisional Forest Officer, Khariar (KL) Division.
7. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand) only refundable (without interest), should be the Technical Bid of the accompany service provider in the form of Demand draft Payable in favour of Divisional Forest Officer, khariar (KL) Division failing which the tender shall be rejected summarily.
8. The tendering Manpower Service Providers are to enclose photocopies of the following documents (duly attested by Gazetted Officer of the State Government or Central Government) along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further.
 - (a) Registration certificate of the applicant organization.
 - (b) Copy of the PAN/ GIR Card.
 - (c) Copy of the IT return filed for the last three financial years.
 - (d) Copies of EPF and ESI certificate.
 - (e) Copy of the GST registration certificate.
 - (f) Certified extracts of the Bank account containing transactions during last three years.
 - (g) Work order/ contract regarding number and type of manpower provided by the firm in last 3 years.
9. The conditional Bids shall not be considered and will be out rightly rejected in very first instance.

10. All entries in the tender form should be legible. If the space furnishing information is insufficient a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases the tender shall be summarily rejected. However, the cutting, if any in the Technical Bid application must be signed by the person authorized to sign the tender Bids.
11. The technical Bids shall be opened on the scheduled date and time as given in Important Dates of Tender notice in the office of the Divisional Forest Officer, Khariar (KL) Division in the presence of the manpower service providers or their representatives, if any, who wish to be present on the spot at that time.
12. The financial Bid of only those tenders will be opened whose Technical Bids are selected. The financial Bids shall be opened after selection of technical Bid in the office chamber of Divisional Forest Officer, Khariar (KL) Division in the presence of the Manpower Service Providers or his authorized representatives, if any, who wish to be present on the spot at that time.
13. The Divisional Forest Officer, Khariar (KL) Division reserves the right to reject/ correct Bids. Tender without assigning any reason.
14. A Selection Committee headed by Divisional Forest Officer, Khariar (KL) Division comprising of at least 3 members will select eligible technical offers for further evaluation of financial bids.
15. The Data Entry Operator will be paid a consolidated remuneration of Rs. 10,100/- or as admissible per month along with other statutory dues in respect of Employer share. The bidder should therefore calculate all eligible statutory dues as applicable correctly.
16. The financial Bid of selected bidders will only be opened, and of others will be returned as such along with EMD.
17. EMD of all unsuccessful bidders will be refunded.

18. The selection of Manpower Service Provider will be done at Divisional Forest Officer, Khariar (KL) Division. 1st preference should be given to the eligible local service providers.
19. After selection of Manpower Service Provider necessary approval will be obtain from CCF(KL) Balangir/PCCF (KL) Odisha and then communicate to selected Manpower Service Provider.
20. The selected Manpower Service Provider will thereafter execute agreement with the Divisional Forest Officer, Khariar (KL) Division to whom the bills for the services will be charged for payment in respect of Data Entry Operator.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER

SERVICE PROVIDER

1. Tendering Manpower Service should fulfill the following technical specifications:
 - (a) The registered office or one of the branch officers of the manpower service provider should be located within jurisdiction of Divisional Forest Officer, Khariar (KL) Division
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have at last three years experience in providing Data Entry Operator/ Computer Programmer to Government Departments / Public Sector Companies/ Bank, etc:
 - (d) They should have their own Bank Account:
 - (e) They should be registered with appropriate authorities under employees provident fund and employees State Insurance Act.
 - (f) They should have any other regulatory clearance that may be required for providing manpower services.
 - (g) Minimum turnover requirement of Five Lakh annually for last 3 years. Higher turnover in term of Manpower supply and client base is an added advantage.

TECHNICAL REQUIREMENTS FOR DATA ENTRY OPERATORS TO BE

DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN DIFFERENT RANGES UNDER DIVISIONAL FOREST OFFICER, KHARIAR (KL) DIVISION.

1. Minimum Educational Qualification Required Data Entry Operators:

The minimum educational qualification for Data Entry Operator is Bachelor Degree and PGDCA with experience in computer.

2. Age Limit:

a) He/ She should not be below 18 years and above 35 years.

b) In case of persons with experience of minimum five years the age should not exceed 45 years.

c) The Man power deployed will be required to work in Range Headquarters.

3. The Data Entry Operator are required to appear for an interview/ skill test before the selection committee of Divisional Forest Officer, Khariar (KL) Division.

4. The above engagement will be done only after due satisfaction by the Divisional Forest Officer, Khariar (KL) Division

APPLICATION-TECHNICAL BID

For Providing Manpower Services to Field units under Khariar (KL) Division

1. Name of Tendering Manpower Service Provider: _____
2. Details of Earnest Money Deposit: DD No. _____ Date _____ of Rs.
_____ drawn on Bank.
3. Name of Proprietor/ Partner/ Director _____

4. Full Address of Registered Officer _____

Telephone No. _____

FAX No. _____

E-Mail Address _____
5. Full address of Branch Office (if any) _____

Telephone No. _____

FAX No. _____

E-Mail Address _____
6. Name & Telephone no. of Authorized Officer/
Person toliaison with field officer(s) _____
7. Banker of the Manpower Service
Provider: (Attach certified copy of
statement of A/c for the last 3 years) _____
8. PAN / GIR No.
(Attach attested copy) _____
9. Service Tax Registration No.
(Attach attested copy) _____

10. E.P.F. Registration No. _____

11. E.S.I. Registration No. _____

12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial years.

Financial Year	Amount (In Lakh)	Remarks (if any)

13. Additional Information, if any:
(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts by the tendering Manpower Service Provider during the last three years in the following format.
(attach separate sheet if space provided is insufficient)

Sl No.	Name of client, address, telephone no.	Manpower service provided		Amount of contract (Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any
(Attach separate sheet. If required)

Date:

(Signature of authorized person)

Place:

Name:

Seal:

APPLICATION FOR FINANCIAL BID

FOR PROVIDING MANPOWER ASSISTANCE TO DIFFERENT RANGES UNDER
DIVISIONAL FOREST OFFICER, KHARIAR (KL) DIVISION.

1. Name of tendering Manpower Service Provider:
2. Rate per person per month inclusive of all statutory liabilities,taxes, levies, cess etc.

Sl No	Manpower Type	Monthly Rate per person						
		Consolidated Pay 10,100/- or as admissible	EPF	ESI	Other statutory dues if any	Service charge of the Bidder	Service Tax	Total per person
1	DEO							

(Signature of authorized person)

Full Name:

Seal:

Date:

Place:

N.B:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed each person.
3. The service provider has to pay the amount to the engaged personnel as given above so his bid would be mainly on the Service Charges.

DECLARATION

- 1) I, _____ _Son/ Daughter/ Wife of Sri _____
Proprietor/ Director/ authorized declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- 3) The information / documents furnished along with the above with the application are true and authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from 1.4.2023 and shall continue till 31.03.2024 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of breach manpower deployed, of contract etc, or change in requirements.
2. The Agreement shall automatically expire on 31.03.2024 (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower 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 by whatever name be called without the prior written consent or the Authority.
5. The Manpower Service Provider will be bound by the details furnished by him/her to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be the breach of terms of agreement making it liable for legal action besides termination of the agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider
7. The persons deployed shall be required to report for the Range or such other work at 10.00 AM office may have been kept in charge of the office Establishment of the office concerned and would leave at 5.30 PM and may also be required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for the remuneration for one day will be made.

8. The workers shall be allowed to avail national holidays as may be decided by the Authority. They can avail a maximum of 10 days Casual Leave in a calendar year with prior consent of the Authority. Beyond the applicable leave days remuneration will be deducted proportionately for the absence of the personnel availing leave without permission of the authority will warrant termination without further reference.

9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.

10. The Manpower Service Provider shall be paid @ Rs. 10,100/- per month per Data Entry Operator/ Computer Programmer. The employer share (EPF/ES) subscription) and service taxes will be paid as per prevailing rules. The service charges will be agreed upon by the service provider being approved by the Divisional Forest Officer. The entire financial liability in respect of manpower services deployed in the Department / office concerned shall be that of the Manpower Service Provider will in no way be liable for department / office concerned. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or office concerned. The Service Provider will pay the amount directly to the bank account of the Data Entry Operators.

11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the, meaning of different Rules & Acts respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office in concerned.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department / office shall, in no way, be responsible for settlement of such issue whatsoever.

13. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the function / duties, or for payment towards any compensation.

14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

15. In case termination of the Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

17. The Manpower Service Providers must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Authorities, employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, from time to time at his own part and cost, if required under the Act.

18. 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 personal reasons. The payment in respect of the Overlapping period of the substitute shall be the responsible for contribution towards Provident Fund and Employees State Insurance, wherever applicable.

19. The Manpower Service Provider shall be responsible compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Department or office concerned. The department or office concerned shall have no liability in this regard.

20. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc, on account of service rendered by it to the department or office concerned to the respective tax collection authorities every month as per the Rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the department or office concerned.

21. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the department or office concerned or any other authority under Law.

22. In Case, the Manpower Service fails to lor appropriate law, and comply with any liability as a result thereof, the department of the outstanding bills or the performance security Deposit of the office concerned will be entitled to get itself reimbursed out of the Manpower Service Provider, to the extent of the loss in monetary terms.

23. The Agreement is liable to be terminated because of non- performance, deviation of terms and conditions of contract, no-payment of remuneration of employed persons and no-payment or statutory dues. The Department or office concerned will have no liability towards non-payment or remuneration to the persons employed by the Manpower service Provider and the outstanding statutory dues of the service provider to statutory authority. If any loss or damage is caused to the Department or office concerned by the persons deployed, the same shall be recovered from the unpaid bills.

24. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month.

As far so possible the payment will be released by the second week of the succeeding month, in the saving account of the persons engaged by service provider.

25. The claims in bills regarding Employees State Insurance, Provident fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of each month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or office concerned.

26. The amount of penalty calculated @ Rs. 100 per day on account of if any in providing a suitable substitute for the period beyond seven working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

27. 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.

28. In the event of any dispute arising in respect of the clauses of the agreement, the decision of the Divisional Forest Officer, Khariar KL Division.

29. All disputes shall be under the jurisdiction of the court at Nuapada.

30. The agreement may be terminated on a written notice of one month from either side.

AGREEMENT

This Agreement is made on.....between the Divisional Forest Officer, his Division represented here-in after referred to as the Authority which expression shall, where the context so requires or admits, also include its successors or assignees of the one part:

And

M/S..... represented by..... Here in after call the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part. Whereas, the "Authority" desires that the services of " Data Entry Operators" are required in the field units under Divisional forest Officer, Khariar K.L. Division.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement.

And whereas the "Authority has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider"

Now this Agreement Witness as below:

1. That the terms and conditions shall be demand to form and to be read and construed as a part of this agreement. That in consideration of the payment to be made by the "Authority" to the Manpower Service Provider hereby agrees with the "Authority" to provide personnel to be engaged as Data Entry Operators, in the field units under Divisional forest Officer, Khariar K.L. Division in conformity with the provisions of the Terms and Conditions.

2 That the "Authority" hereby further Service Provider agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

3. That in the event of any dispute that may arise it shall be settled as per terms and conditions of the contract.

4. That this Agreement is valid up to 31.03.2024. The terms & condition executed with agreement is also valid up to 31.03.2024. In case of both party agrees the contact may extend to next year.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective seals on the day and year first written above.

Signature of the Officer
Authorized to sign on behalf
Of Manpower Service Provider

Signature of the Authority an
officer acting in the premises
for and on behalf of the

In the presence of Witness:-

Witness:

1. Name.....

Address.....

2. Name.....

Address.....

Witness:

1. Name.....

Address.....

2. Name.....

Address.....