



GOVERNMENT OF KARNATAKA

**TENDER DOCUMENTS FOR
PROCUREMENT OF MANPOWER SERVICES
UNDER
WATERSHED DEVELOPMENT DEPARTMENT**

**Ref. No. ಜಅಇ/ಆಡಳಿತ-3/ವಿನಿ-1/ವಿವ-12/ಮಾಸಂ/2021-22/2022-23/CALL-2.
(WDD/Admin-3/CW-1/CR-12/M.P.T/2021-22/2022-23/CALL-2)**

**The Commissioner
Watershed Development Department
K.H.B Complex, 7th Floor
Cauvery Bhavan, K.G. Road
Bengaluru - 560 009
Telephones:(+91) – 8277880698
Email: wddprocurement1@gmail.com**

SCHEDULE FOR PROCUREMENT

Sl. No.	Particulars	Schedule
1	TENDER REFERENCE No.	WDD/Admin-3/CW-1/CR-12/M.P.T/2021-22/2022-23/CALL-2
2	DATE OF AVAILABILITY OF TENDER DOCUMENT IN THE E-PROCUREMENT PORTAL	23.01.2023
3	PRE TENDER MEETING	27.01.2023 at 11.00 AM
4	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	01.02.2023 at 5.00 PM
5	TIME AND DATE OF OPENING OF TECHNICAL TENDER	02.02.2023 at 5.15 PM
6	TIME AND DATE OF OPENING OF FINANCIAL TENDER	09.02.2023 at 11.00 AM
7	PLACE OF OPENING OF TENDERS	Office of the Commissioner Watershed Development Department Meeting Hall, 8 th Floor, KHB Complex, Cauvery Bhavan, Bengaluru-560 009
8	ADDRESS FOR COMMUNICATION	The Commissioner Watershed Development Department, 7 th Floor, KHB Complex, Cauvery Bhavan, K.G Road, Bengaluru-560 009

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(Dr. M.V. Venkatesh)
 Tender Accepting Authority
 and Commissioner
 Watershed Development Department
 Bengaluru

SECTION I: INVITATION FOR TENDERS (IFT)

IFT No: WDD/Admin-3/CW-1/CR-12/M.P.T/2021-22/2022-23/CALL-2 **Date:23.01.2023**

- 1) The Director, Watershed Development Department, Bengaluru invites tenders from eligible tenderers for Procurement of Manpower Service Agency: as per the schedule of requirements specified in Section V
- 2) The tenderers may submit tenders for any or all of the service given above. Tenderers are advised to note the qualification criteria specified in tender documents to qualify for award of the contract.
- 3) Tender documents are available online and tenders are to be submitted through e-procurement portal only <http://eproc.karnataka.gov.in> from **23.1.2023 to 01.02.2023 at 17.00 hours**, for a non-refundable tender fee in the form as prescribed in the e-procurement portal. Interested tenderers may obtain further information at the same address. Tenders submitted in any other manner will not be accepted. Service Provider are required to obtain **Digital signature** from designated firms available on e-procurement Portal and then register with the Government of Karnataka e-procurement platform to submit tenders by using their user ID and Digital Signature.
- 4) The tenders shall be accompanied with amount of **Rs.10,90,000/- (Rupees Ten Lakhs Ninety Thousand Only)** as EMD as specified in the tender document, paid in favour of the Commissioner, WDD. Earnest money deposit (EMD) will have to be in any one of the forms as required by e-procurement portal and shall have to be valid for **45 days beyond** the validity of the tender. Any tender submitted without/reduced amount of earnest money deposit shall be liable for rejection.
- 5) Tenderer may attend pre-tender meeting on **date: 27.01.2023 at 11.00 hours** in the office of WDD.
- 6) Tenders along with necessary enclosures must be uploaded to e-Procurement Portal i.e., <http://eproc.karnataka.gov.in> on or before **01.02.2023 at 17.00 hours**. **The technical folder** of the tender will be opened on **date:02.02.2023 at 17.15 hours** and the date of opening of financial folder of the **technically qualified tenderers will be opened** on **09.02.2023 at 11.00 hours** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
- 7) Other details can be seen in the tender documents.

(B.Y. Srinivas)
Tender Inviting Authority
and Director
Watershed Development Department
Bengaluru

SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide service for the preparation of the Performance Specifications, Qualification Information and Eligibility Criteria and other documents to be used for the procurement of the service to be purchased under this Invitation of Tenders.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender and The Commissioner, Watershed Development Department, Bengaluru herein after referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

- 3.1 The service required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

a	:	Invitation for Tenders (IFT)
b	:	Instruction to Tenders (ITT) & Data Sheet
c	:	General Conditions of Contract (GCC)
d	:	Special Conditions of Contract (SCC)
e	:	Schedule of Requirements
f	:	Performance/Service Specifications
g	:	Qualification Criteria
h	:	Tender Form, Price Schedule Activity
i	:	Details of Service Provider, Power of Attorney and Affidavit/Declaration
j	:	Performance Security Bank Guarantee Form
k	:	Contract Form
l	:	Pro-forma for Performance Statement for the last five years

- 3.2 The Tender is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in rejection of its tender.

4. Clarification of Tender Documents

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by email at the Employer's mailing address indicated in the Invitation for Tenders. The Employer will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Employer. Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the e-procurement portal only.
- 4.2 The tenderer may attend pre-tender meeting as per tender for invitation in the office of Commissioner, WDD for clarification on tender documents if any.

5. Amendment of Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by email or through e-procurement portal will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Employer, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in *English language*. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the *English language* in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

- 7.1 The tender prepared by the tenderer shall comprise the following components and relevant documents shall be uploaded in the e-procurement portal:

- (a) A tender form and other forms completed in accordance with ITT Clause 8, 9 & 10 **(Section-VIII (A))**.
- (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted **(Section-VI, VII, VIII (A), IX, XII)**;
- (c) Documentary evidence established in accordance with ITT Clause 12 that the service and ancillary services to be provided by the Tenderer are eligible services and conform to the tender documents **(Section-VIII (A))**;
- (d) Earnest money deposit furnished in accordance with ITT Clause 13 **(Copy of EMD paid in e-procurement portal)** and
- (e) Documentary evidence for compliance to Performance/Service Specifications provided in the **(Section-VI)**.

8. Tender Form

- 8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the service to be provided, a brief description of the service, their country of origin, quantity and prices.

9. Tender Prices

- 9.1 The Tenderer shall indicate on the Price Schedule Activity the unit prices and total tender prices of the service it proposes to provide under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
- 9.2 Prices indicated on the Price Schedule activity shall be entered separately in the following manner:
- (i) The price of the service, quoted including all duties and GST already paid or payable
 - (ii) Any GST which will be payable on the service if this Contract is awarded;
 - (iii) The price for insurance and other local costs incidental to the Performance of the service to their final destination; and
 - (iv) The price of other incidental service listed in Clause 4 of the Special Conditions of Contract.
- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Employer and will not in any way limit the Employer's right to contract on any of the terms offered.
- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with

an adjustable price tender will be treated as non-responsive and rejected, pursuant to ITT Clause 22

10. Tender Currency

10.1 Prices shall be quoted in **Indian Rupees (INR)**:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Employers satisfaction:

- (a) That the Tenderer has the financial, Performance, and performance capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Service' Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services that the tenderer proposes to provide under the contract.

12.2 The documentary evidence of conformity of the service to the tender documents may be in the form of documents and data and shall consist of:

- (a) a detailed description of the essential Performance and performance characteristics of the service;

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(a) above, the Tenderer shall note that standards for services, and references to performance specifications and qualification information and eligibility criteria are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, provided to the Employer's satisfaction that the substitutions ensure substantial equivalence to those designated in the Performance Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V Schedule of Requirements.

- 13.2 The earnest money deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a) Be payable in the form as required by the tender document and e-procurement portal through tenders registered ID. Any tender submitted without earnest money deposit is rejected by e-procurement portal end.
 - (b) Be payable promptly upon written demand by the Employer in case any of the conditions listed in ITT Clause 13.7 are invoked;
 - (c) Be submitted in its original form; copies will not be accepted; and
 - (d) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Employer, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the Performance security, pursuant to ITT Clause 31.
- 13.7 The tender security may be forfeited:
- (a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
 - (b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the Contract in accordance with ITT Clause 30; or
 - (ii) To furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

- 14.1 Tenders shall remain valid for **180 days** after the deadline for submission of tenders prescribed by the Employer, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

- 15.1 The Service provider shall obtain digital signature from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The Service provider shall submit/ upload his tender along with all requisite documents through e-procurement platform by using the user ID and digital signature. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons signing the tender.
- 15.2 The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender
- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the tender.
- 15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

16. Submission of Tenders

- 16.1 The Service provider shall upload the tender through the e-procurement platform. No other mode of submission is permitted.

17. Deadline for Submission of Tenders.

- 17.1 Tenders must be submitted/ uploaded by the tenderers no later than the date and time specified for the submission of tenders through the e-procurement platform. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the e-procurement platform time).
- 17.2 The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

- 18.1 Any tender received by the Employer after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 17, will be rejected.

19. Modification and Withdrawal of Tenders

- 19.1 Tenderers may modify or withdraw their tenders by uploading in the e-procurement portal before the deadline prescribed in ITT Clause 17.

- 19.2 The Tenderer's modification or withdrawal notice shall be uploaded through e-procurement portal by mention as "Addendum or Corrigendum," as appropriate in accordance with the provisions of ITT Clause 16.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Employer

- 20.1 The Employer will open/unlock all tenders, in the presence of Tenderers' representatives who choose to attend in the office of WDD. The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Employer, the tenders shall be opened at the appointed time and location on the next working day.
- 20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at the time of tender opening.
- 20.3 Tenders that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.4 The Employer will prepare minutes of the tender opening and the same will be uploaded in the e-procurement portal.

21. Clarification of Tenders

- 21.1 During the evaluation of tenders, the Employer may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

- 22.1 The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization, shall be treated as non-responsive.

- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the service provider does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 22.3 The Employer may waive any minor informality or non-conformity or irregularity in a tender that does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30) and Taxes & Duties (GCC Clause 32) will be deemed to be a serviced deviation. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

- 23.1 The Employer will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for all the schedules together. No tender will be considered if the complete requirements covered in the schedule of requirement is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to tender for all services and to offer discounts for combined services. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Employer in deciding award(s) for each schedule.
- 23.2 The Employer's evaluation of a tender will exclude and not take into account:
- (a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.
- 23.3 The Employer's evaluation of a tender will take into account, in addition to the tender price and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Performance Specifications:

- (a) cost of insurance and other costs within India incidental to the performance of services to their final destination;
- (b) Performance schedule offered in the tender;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of services;
- (e) the availability in India of manpower services offered in the tender;
- (f) the projected operational costs during the period of services; and
- (g) the performance of the service offered.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

- (a) Inland Transportation, Insurance and Incidentals:
 - (i) Inland transportation, insurance and other incidentals for Performance of service to the final destination as stated in ITT Clause 9.2 (ii). The above costs will be added to the tender price.
- (b) Performance Schedule:
 - (i) The Employer requires that the service under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.
- (c) Deviation in Payment Schedule:
 - 1. The Special Conditions of Contract stipulate the payment schedule offered by the Employer. If a tender deviates from the schedule and if such deviation is considered acceptable to the Employer, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 4 percent per annum.
- (d) Cost of Additional Services:
 - (i) Appendix NIL to the Performance Specifications lists the items and quantities of major services required during the period of contract. The total cost of these services and quantities at the unit prices quoted in each tender will be added to the tender price.

OR

- 2. The Employer will draw up a list of high usage and high value services along with estimated quantities of usage in the period of contract. The total cost of these services and quantities will be computed from additional services unit prices submitted by the Tenderer and added to the tender price.

OR

3. The Employer will estimate the cost of additional services in the period of contract, based on information furnished by each tenderer as well as on past experience of the Employer or other Employers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) Additional Service Facilities in India:

The cost to the Employer of establishing the minimum service facilities as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) Additional Cost of Services:

Since the additional costs of the services under procurement form a major cost of the services, these costs will be evaluated as follows:

- (i) Costs of employer contribution shall be based on number of days of services per year for years at a charge of Rs. NIL;
- (ii) Additional services costs shall be based on No. of days of actual services provided by the Tenderer in response to the Performance Specifications or based on past actual figures for similar services already in use with the Employer; and
- (iii) all future costs will be discounted to present value at a discount factor of .10 percent.

(g) Performance and Productivity of the Services:

- (i) Tenderers shall state the ensure performance or efficiency in response to the Performance Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs. will be added to the tender price, representing the actual cost of additional services over the life of the contract using the methodology specified in the Performance Specifications

23.5 Service offered shall have a minimum productivity specified under the relevant provisions in Performance Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of service offered in the tender and adjustment will be added to the tender price using the methodology specified in the Performance Specifications.

24. Contacting the Employer

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract

is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

- 24.2 Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

- 25.1 In the absence of prequalification, the Employer will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, Performance and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Employer deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

- 26.1 Subject to ITT Clause 28, the Employer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Employer's right to vary Quantities at Time of Award

- 27.1 The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of service and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

28. Employers Right to Accept Any Tender and to Reject Any or All Tenders

- 28.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award.

- 29.1 Prior to the expiration of the period of tender validity, the Employer will notify the successful tenderer in writing by registered letter or by email, to be confirmed in writing by registered letter, that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Employer will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4 If, after notification of award, a tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

- 30.1 At the same time as the Employer notifies the successful tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Employer.

31. Performance Security

- 31.1 Within 21 days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security of 5 % in accordance with the Conditions of Contract, in the Performance Security Form (Section-XI) provided in the tender documents or in another form acceptable to the Employer.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

- 32.1 The Government requires that Tenderers/ Service Provider/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
 - (a) defines, for the purposes of this provision, the terms set for as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

DATA SHEET

1. Eligible Tenderers

1.3 Tenderers shall not be debarred/ blacklisted/ under a declaration of ineligibility for corrupt and fraudulent practices issued by any Central Government/ State Government/Govt. Departments at any time for services of any description.

4. Clarification of Tender Documents

4.3 Tender may obtain any clarification in the pre-bid or 15 days prior to deadline for submission of tender whichever is earlier.

7. Documents Constituting the Tender (Additional)

7.2 If the tenderer fails to submit documents as per ITT Clause 7 treated as non-responsive and will be rejected without giving any reasons.

8. Tender Form

8.2 Other forms alike Power of Attorney, Affidavit/Declaration, Notification of Award, Details of Services provided in (Section-VIII).

9. Tender Prices

9.1 (i) The tenderer shall indicate the service charges in percentage (in e-procurement portal only).

(iii) Deleted

(iv) Deleted

9.2 (V) Service charge provided in column No.4&5 of table 2 in price schedule activity table shall be mentioned in e-procurement portal.

11.2 (b) Documentary Evidence for Qualification Criteria as per **Section-VII**.

13. Earnest Money Deposit

13.3 (a) The tenders shall be accompanied with amount of **Rs.10,90,000/- (Rupees Ten Lakhs Ninety Thousand Only)** as EMD as specified in the tender document and have to be paid in any one of the forms as required by e-procurement portal and shall have to be valid for 45 days beyond the validity of the tender. Any tender submitted without/reduced amount of earnest money deposit shall be liable for rejection.

(b) Deleted

(c) Deleted

(d) Deleted

(e) EMD declaration is remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause14.2.

16. Submission of Tenders

16.2 The service provider shall submit tender in TWO folders system i.e. Performance and financial. The tenderer shall upload documents mentioned in ITT 7.1 in the Performance folder and no documents in the financial folder. However, the details of information for financial folder shall be provided in the procurement portal as per the requirement of e-portal.

16.3 The Service provider shall submit in a sealed cover containing a copy of Performance documents uploaded in the e-procurement portal along with original power of attorney, affidavit within 5 days after last date of submission of tender to office of the Commissioner. The price schedule activity form duly filled shall be submitted after opening of financial bid.

20. Opening of Tenders by the Employer

20.5 The Employer will open/unlock the first folder i.e. Technical bids of all the tenders uploaded through the e-procurement portal. The Employer will open/unlock the second folder i.e. financial bids of Technical qualified tenders informed through e-procurement portal, after decryption of their financial bid by Tender Acceptance Authority, which could be viewed automatically by the respective Technical qualified tenderers. In this regard no separate intimation shall be made by the Employer.

23. Evaluation and Comparison of Tenders

23.4 (a) Deleted

23.6 The Employer will evaluate and determine whether each tender meets the eligibility and qualification criteria defined in the tender document. The Employer will draw out a list of Qualified Tenderers

26. Award Criteria

26.2 The lowest evaluated tender price in per cent (%) as quoted in the e-procurement portal.

33 Advance Payment

33.1 The Employer will not provide any Advance Payment on the Contract Price as stipulated in the Conditions of Contract.

SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Employer and the Service provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper Performance of its contractual obligations;
- (c) "The Service" means all the service, which the Service provider is required to provide to the Employer under the Contract;
- (d) "Service" means service ancillary to the provider of the Service, such as insurance, and other obligations of the Service provider covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Employer" means the organization purchasing the Service, as named in SCC.
- (h) "The Employer's country" is the country named in SCC.
- (i) "The Service provider" means the individual or firm providing the Service under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Service provided under this Contract shall conform to the standards mentioned in the Performance Specifications and Qualification Information/Criteria, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Service's country of origin and such standard shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

- 4.1 The Service provider shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service provider in Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such Performance.
- 4.2 The Service provider shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service provider's Performance under the Contract if so required by the Employer.
- 4.4 The service provider shall permit the Government to inspect the Service provider's accounts and records relating to the Performance of the Service provider and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

- 5.1 The Service provider shall indemnify the Employer against all third-party claims of infringement of patent, arising from use of the Service or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Service provider shall furnish performance Security to the Employer for an amount of 3% of the Contract Value, valid up to 45 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 45 days over and above the initial Warranty period.
- 6.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 6.3 The performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Employer; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Employer; or
 - (c) Specified small savings instruments pledged to the Employer.
- 6.4 The performance security will be discharged by the Employer and returned to the service provider not later than 60 days following the date of completion of the service provider's Performance obligations, including any warranty obligations, under the contract.
- 6.5 In the event of any contract amendment, the service provider shall, within 20 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for 60 days after the completion of Performance obligations including warranty obligations.

7. Inspections Review Accounting and Auditing:

- 7.1 The Employer or its representative shall have the right to inspect and/or to test the Service to confirm their conformity to the Contract specifications at no extra cost to the Employer. SCC and the Performance Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Service provider in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Service provider or its subcontractor(s), at point of Performance and/or at the Service final destination. If conducted on the premises of the Service provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and performance data - shall be furnished to the inspectors at no charge to the Employer.
- 7.3 Should any inspected or tested Service fail to conform to the specifications, the Employer may reject the service and the Service provider shall either replace the rejected Service or make alterations necessary to meet specification requirements free of cost to the Employer.
- 7.4 The Employer's right to inspect, test and, where necessary, reject the Service after the Service' arrival at Project Site shall in no way be limited or waived by reason of the Service having previously been inspected, tested and passed by the Employer or its representative prior to the Service shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the service provider from any obligations under this Contract.
- 7.6 The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all

relevant time charges and cost, and the bases thereof (ii) shall permit the Client or its designated representative periodically, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

8. Performance and Documents

8.1 Performance of the Service shall be made by the Service provider in accordance with the terms specified by the Employer in the Notification of Award. The details of service and other documents to be furnished by the service provider are specified in SCC.

9. Effectiveness of Contract

This Contract shall come into force and effective on the date (the "Effective Date") on which the WDD signs the contract.

10. Commencement of Services

The service provider shall commence carrying out the services within 15 days from the Effective Date specified in the contract.

11. Duration of the Contract

The Duration of the contract is for a period of 60 months and extendable for further period as decided by the Watershed Development Department by mutual consent. However, the Department has the right to terminate the contract as per GCC 22.

12. Incidental Service

12.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of the on-site assembly and/or start-up of the provided Service;
- (b) furnishing of tools required for assembly and/or maintenance of the provided Service;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of provided Service;
- (d) performance or supervision or maintenance and/or repair of the provided Service, for a period of time agreed by the parties, provided that this service shall not relieve the Service provider of any warranty obligations under this Contract; and
- (e) Training of the Employer's personnel, at the Service provider's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the provided Service.

12.2 Prices charged by the Service provider for incidental services, if not included in the Contract Price for the Service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Service provider for similar services.

13. Actions Requiring the employers Prior Approval:

The Out Sourcing Agency shall obtain the Client's prior approval in writing before taking any of the following actions,

- (a) Appointing such members of the Personnel as are listed in schedule of requirement.
- (b) Replacing any personnel.
- (c) Appointing additional personnel required by the department

14. Fairness and Good Faith

14.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the requirement of this Contract.

14.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

15. Payment

15.1 The method and conditions of payment to be made to the Service provider under this Contract shall be specified in the SCC.

15.2 The Service provider's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, the Service delivered and the Service performed, and by documents, submitted pursuant to GCC Clause9, and upon fulfilment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Employer but in no case later than sixty (60) days after submission of the invoice or claim by the Service provider.

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the service provider as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Employer may at any time, by written order given to the Service provider pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Performance specifications, where Service to be furnished under the Contract are to be specifically deployed the Employer;
- (b) The place of Performance; and/or
- (c) The Services to be provided by the Service provider.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or Performance schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service provider's receipt of the Employer's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

20. Subcontracts

20.1 The Service provider shall notify the Employer in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Service provider from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Service Provider's Performance

- 21.1 Delivery of the Service and performance of the Services shall be made by the Service provider in accordance with the time schedule specified by the Employer in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Service provider or its sub-contractor(s) should encounter conditions impeding timely Performance of the Service and performance of Services, the Service provider shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice, the Employer shall evaluate the situation and may, at its discretion, extend the Service provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Service provider in the performance of its Performance obligations shall render the Service provider liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

- 22.1 Subject to GCC Clause 24, if the Service provider fails to deliver any or all of the Service or to perform the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Service or unperformed Services for each week or part thereof of delay until actual performance of up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Employer may consider for termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:
- (a) if the Service provider fails to deliver any or all of the Service within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 21; or
 - (b) If the Service provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service provider, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 23.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Service or Service similar to those undelivered, and the Service provider shall be liable to the Employer for any excess costs for such similar Service or Service. However, the Service provider shall continue the Performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Service provider shall not be liable for forfeiture of its Performance security, liquidated damages or termination for default, if and to the extent that, its delay in Performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the Force Majeure event.

25. Termination for Insolvency

- 25.1 The Employer may at any time terminate the Contract by giving written notice to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

26. Termination for Convenience

- 26.1 The Employer, by written notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which Performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Service that are complete and ready for shipment within 30 days after the Service provider's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Service, the Employer may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Service provider an agreed amount for partially completed Service and for materials and parts previously procured by the Service provider.

27. Settlement of Disputes

- 27.1 The Employer and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after Performance of the Service under the Contract.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The Employer shall pay the Service provider any monies due the Service provider.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) The Service provider shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of performance or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service provider to pay liquidated damages to the Employer; and
- (b) The aggregate liability of the Service provider to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective service.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by mail or facsimile and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Service Provider shall be entirely responsible for payment of prevailing GST, duties, license fees, octroy, road permits, etc., incurred until Performance of the contracted Service to the Employer.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions

1.1 (b) The Service provider is.....

(g) The Employer is The Commissioner, Watershed Development Department,
Bengaluru

(h) The employer's country is India

(k) The project sites are Head Offices, District, Taluka and Project Offices of WDD.

6. Performance Security

6.1

(a) The performance security shall be valid up to 45 days after the completion of initial obligation period of 12 months. However, it shall be extended further for a period, which would be intimated thereof by WDD.

6.3

(a) Shall submit bank guarantee issued by nationalized bank in the form provided (Section-XI) in the tender document.

7. Inspection Review, Accounting and Auditing

7.1 In pursuant to GCC 7.1 vender shall arrange for inspection review as per the Performance requirement at services sites at Head Office, District, Taluka and Project offices of WDD. Submit the report confirming the level of performance during review by the Employer.

8. Performance and Documents

8.2 Every month the service provider shall submit the proof of attendance of each personnel duly attested by the respective Office Head, proof of remittance of all statutory deductions like PF, ESI, and PT, PF, TDS, and GST etc. into respective accounts, along with bills (ECR Report) as supporting documents while making claims.

11. Duration of the contract

a) The duration of the contract period is **36 months** from commencement of services. However, the initial obligation period is for 12 months only. Further, it can be continued based on satisfactory performance of the services for the period decided by the WDD.

15. Payment

15.5 Cost Estimates and Ceiling Amount

- (i) An estimated cost of the Services payable is set forth in price schedule activity of Section VIII.
- (ii) Estimated cost is inclusive of the service charges payable at the rate of - ----- % of the total amount reimbursed against the eligible claims and this amount shall be paid along with each monthly claim or as the case may be.
- (iii) Except as may be otherwise agreed under Clause GC 24 and subject to Clause GC 15.5(iv), payments under this Contract shall not exceed the ceilings specified in price schedule activity. The Out Sourcing Agency shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of ceilings.
- (iv) Notwithstanding Clause GC 15.5(iii) hereof, if pursuant hereof, the Parties shall agree that additional payments, as the case may be, shall be made to the service provider in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 15.5(i) above, the ceiling set forth in Clause GC 15.5(iii) above shall be increased by the amount of any such additional services to the extent of 25 (Twenty-Five) percent of each year.

15.6 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 15.5(i) hereof, the Client shall pay to the Out Sourcing Agency (i) remuneration as set forth in Clause GC 15.5(ii), and (iii) reimbursable expenditures such as TA/DA incurred by the outsourced personnel while discharging their services as per Part-4 of Section V.
- (b) Remuneration for the outsourced Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the services as consolidated remuneration, including PF, ESI, PT etc. And also it includes management contribution and employee contribution to PF and ESI etc, as applicable (Cost to Company).
- (c) **Hike in remuneration:** The remuneration to the outsourcing staff may be considered for enhancement after reviewing the performance of the outsourced personnel by a WDD.

23.1 Termination for Default

23.1 (c) If the tenderer/ service provider / any individual / technical expert / sub-consultant /sub-contractor who has been found at any time of the contract period debarred by the any institutes / department of Government of Karnataka, Government of India etc.

27. Settlement of Disputes

27.2.2. The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Employer and a domestic service provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12 Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be provided to each of the Parties.
- (b) Arbitration proceedings shall be held at Bengaluru, Karnataka and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

31. Notices

For the purpose of all notices, the following shall be the address of the Employer and Service provider.

Employer: The Director, Watershed Development Department, 7th Floor, K.H.B. Complex, Cauvery Bhavan, Bengaluru-560 009.

Service provider: (To be filled in at the time of Contract signature)

33. Service provider Integrity:

The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

34. Service provider's Obligations:

The Service provider is obliged to work closely with the Employer's staff, act within its own authority and adhere by directives issued by the Employer and implementation activities.

The Service provider will adhere by the job safety measures prevalent in India and will free the Employer from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service provider's negligence. The Service provider will pay all indemnities arising from such incidents and will not hold the Employer responsible or obligated.

The Service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

The Service provider will treat as confidential all data and information about the Employer, obtained in the execution of his responsibilities, in strict confidence and

will not reveal such information to any other party without the prior written approval of the Employer.

34.1 Overall Responsibilities of the service provider

- a) To identify and provide the suitable candidates for different posts as per the eligibility criteria set out by Watershed Development Department(as in Annexure-I of tender document) as and when required and place them at the disposal of the Department at various levels like Head Quarters, Districts and Taluks, RSK etc.
- b) The Manpower deployed by the Manpower Servicing Agency shall be fully dedicated for the services of Watershed Development Department.
- c) To provide additional Manpower whenever requirement arises, both short term and long term.
- d) To provide and replace the staff whenever required.
- e) To provide guidance to the outsourced staff with regard to their roles and responsibilities as per the specific services required by the Watershed Development Department.
- f) If any of the outsourced staff provided doesn't function satisfactorily, the agency shall provide replacement immediately as required by the department.
- g) To develop and follow an exclusive Human Resource Policy to ensure quality required by the department, which is in par with the agreed terms and conditions of the Man Power Agency with the department.
- h) To adhere to the provisions of the relevant acts & rules wherever applicable.
- i) The agency shall mention in the appointment letter of the personnel that he or she should give one-month notice period and transfer of all the data, information, documents, knowledge etc. generated during his or her employment period at the WDD to the forth coming personnel, prior he/she resigns to deployed service. Agency shall properly replace the alternate personnel as per contract condition which otherwise liable for liquidated damages as per GCC 22.1.
- j) To provide training and guidance to recruited candidates with regard to their roles and responsibilities.
- k) To provide clear cut guidelines with regard to different rules and regulations such as leave facilities, TA & DA, drawing of advances towards TA & DA and Submission of bills, etc.,
- l) Details of Man Power required shall be submitted immediately in consultation with WDD within 10 days of the Agreement by the Outsourcing Agency. Details of other personnel may be provided as and when required by the WDD.
- m) The initial remuneration of staff would be increased after satisfactory completion of every 12 months at the rate of 5% with a due approval of WDD up to five years or the actual closer of the project whichever is later.

SECTION V: SCHEDULE OF REQUIREMENTS

PART -1 Details of Staff required and their Qualification and Experience at WDD Head Office

Level	Out Sourcing Personnel Required	No. of Posts	Educational qualification	Required Experience in the related field (in years)
I. Head office PMKSY-WDC-2.0 Staff				
SLNA	Hydrologist	1	PG in Geology/PhD with Minimum 5 to 10 Years Field experience. Candidate should be well acquainted with a usage of advanced technologies in identifying the ground water potential zones.	5
	Livelihood Expert	1	M.Sc (Agri.)/ PhD in Agriculture economics/ Agriculture Marketing/MSW or with related degree with minimum Minimum 5 to 10 Years Field experience in implementation of livelihood activities.	5
	Production System Expert	1	M.Sc (Agri.)/ PhD in Agronomy or with related degree with minimum Minimum 5 to 10 Years Field experience in IFS and demonstration.	5
	Documentation Expert	1	Bachelor of Fine Arts/ Master of Visual Arts/ any degree with computer skills, photoshop, corel draw, Graphic designing, book design, Poster design, news letter design etc. with minimum Minimum 5 to 10 Years experience	5
	IT Expert	1	BE (IT) / BE Computer Science/ BE Information Science with minimum 5 Years experience in Information Technology and MIS handling.	5
	GIS & RS Assistant	1	M.Sc (Geology) or applied Geology with RS & GIS Experience, with minimum 3-5 Years in GIS & RS related works/ BE/B.Sc with a experience in related Field.	3
	IEC Co-Ordinator	1	Degree in Journalism/Tourism/any degree with 5-8 Years experience in Govt or Pvt sectors.	5
	PFMS Expert	1	MCA, BE / B.tech (Computer Science/ Engineering or equivalent)/ M.com from a recognised university with good academic record with 5 years experience in PFMS/ Payment and Banking system.	5
	FPO Consultant	2	B.Sc (Agri & Horti)/ M.Sc (Agri & Horti) degree with minimum 5 years experience in related Field.	5
	FPO-MIS	1	BE (IT)/ BE Computer Science/ BE	3

Level	Out Sourcing Personnel Required	No. of Posts	Educational qualification	Required Experience in the related field (in years)
	Consultant		Information Science/BE with 3 years experience in IT related Field	
	Programmer	1	M.Tech/BE/BE Computer Science/ BE Information Science with 5 years experience in NRM related software development.	5
	Accounts Assistant	2	B.com/M.com with 2 to 5 years experience with computer skills.	2
	Assistant	2	Any Degree with 2 to 5 year experience with computer skills.	2
	Data Entry Operator	15	PUC with Certificate in Basics of computer	2
	Drivers	14	10th Std. pass	3
	Group D (Including Sweepers & Security)	25	10th Standard pass.	2
	Legal Advisor	1	Payment on case basis	3
	Total	71		

II. District level PMKSY-WDC-2.0 Staff

WCDC	Technical Officer or Watershed Co-ordinator	30	B.Sc (Agri)/ B.Sc (Horti)/ MSW/ Any other degree with 2 to 5 years experience in watershed/ Natural Resource Management works.	5
	Accountant	30	B.com/M.com with 2 to 5 years experience with computer skills and account management.	2
	Data Entry Operator	62	PUC with Certificate in Basics of computer	2
PIA	Accountant cum Data Entry Operator	57	B.Com with 2 to 5 years experience with computer skills/ kannada and english typing and account management.	2
WC	Watershed Assistant (1 for 2000 ha (+/-) in plain areas and 1 for 1500 ha (+/-) in hilly areas)	147	Diploma in Agriculture/Horiculture/ Minimum 5 Years experience watershed programmes.	5
	Total	326		

III. Watershed Development for Drought Proofing (WDDP) Staff				
	GIS Expert	1	M.Sc (Geology) or applied Geology with RS & GIS Experience, with minimum 3-5 Years in GIS & RS related works/ BE/B.Sc with a experience in related Field.	3
	MIS Expert	1	M.Sc(Geology) or applied Geology with RS & GIS Experience, with minimum 3-5 Years in GIS & RS related works/ BE/B.Sc with a experience in related Field.	3
	Accounts Assistant	2	B.com/M.com with 2 to 5 years experience with computer skills.	2
	Accounts Assistant/ Data Entry Operator(Any one)	29	B.Com with 2 to 5 years experience with computer skills/ Kannada and English typing and account management.	2
	Total	33		
	Grand Total	430		

PART-2 : The roles and responsibilities of the experts and other supporting staff:

The roles and responsibilities of the outsourced personnel are based on the requirements of the Client. The Client is at the liberty to change or alter or make additions and deletions in the roles and responsibilities of the outsourced personnel based on the requirement of the project and are detailed as under

I. Duties and responsibilities of Technical Staff and Non-Technical Staff of PMKSY-WDC 2.0, WDD, Head Office.

1. Hydrologist

- **She/he will be responsible for**

- 1) Preparation of Hydrology manual
- 2) Validating the hydrology technology used in the program
- 3) Coordination with hydrology aspect related State/Central institutes
- 4) Consolidation of Hydrological reports
- 5) Ensure to use hydrological inputs in DPRs,
- 6) Monitoring S&WC structures from Ridge to Valley approach
- 7) Ensure site suitability of watershed Structures, Organise Hydrology trainings and IEC activities
- 8) Co-ordinating in developing Agro-met advisories and its dissemination
- 9) Providing necessary input to M & E agencies
- 10) Any other work as entrusted by higher officers

11) Providing date wise work done report every month to concerned attached officer and administration wing

2. Livelihood Expert

- **She/he will be responsible for**

- 1) Coordinating with other Government Departments with respect to Livelihood activities
- 2) Interface between WCDC/ PIA/EC and WDD with respect to Livelihood activity and progress
- 3) Preparation and Updation of Livelihood manual
- 4) Monitoring approved livelihood activities
- 5) Developing tools to grade SHGs and Link SHGs with Banks and Federate SHGs
- 6) Organise trainings and SHGs Mela
- 7) Obtain Livelihood action plan and Organise EDP and SEDP trainings
- 8) Organise satcom trainings to SHGs
- 9) Any other work as entrusted by higher officers
- 10) Providing date wise work done report every month to concerned attached officer and administration wing

3. Production system Expert

- **She/he will be responsible for**

- 1) Coordinating with other Government Departments with respect to Production system activities
- 2) Interface between WCDC/ PIA/EC and WDD with respect to Production system activities
- 3) Preparation and Updation of Production system manual
- 4) Monitoring approved Production system activities
- 5) Organise trainings and Production system Mela
- 6) Organise satcom trainings regarding Production system
- 7) Any other work as entrusted by higher officers
- 8) Providing date wise work done report every month to concerned attached officer and administration wing

4. Documentation Expert

- **She/he will be responsible for**

- 1) Designing Project publicity activities
- 2) Designing and maintaining project publication and AV documentation

- 3) Assisting in bringing our quarterly Newsletter and other publications as and when required
- 4) Documentation & compilation of publicity materials brought by different WDC/ PIA/ECs and Stake holders
- 5) Any other work as entrusted by higher officers

5. IT Expert

- **She/he will be responsible for:**

- 1) Development of MIS and IT systems for Key Performance Indicators
- 2) Coordinate with WDC/ PIA/EC for IT & MIS related works
- 3) Development and Modification of MIS related works
- 4) Providing necessary input / support to develop formats in MIS platform
- 5) Providing necessary input / support to M & E agencies to develop M & E formats in MIS platform
- 6) Any other work as entrusted by higher officers

6. GIS & RS assistant

- **She/he will be responsible for**

- 1) To coordinate all GIS activities with KRSAC/NRSC
- 2) To co-ordinate and guide all project stake holders (WDC/PIA/EC) on GIS activities
- 3) Coordinating with MIS team and WDC/ PIA/EC for Timely updation of Digital maps
- 4) Verification and Monitoring progress of Maps and Atlases generated by M&E agencies
- 5) Supporting GIS and its application in planning and implementation of activities
- 6) Supporting WDC/ PIA/EC for Geo-tagging of the assets created under the program in Bhuvan Sujala application etc.,
- 7) Providing necessary input M & E agencies
- 8) Any other work as entrusted by higher officers
- 9) Providing date wise work done report every month to concerned attached officer and administration wing

7. IEC co-ordinator

- **She/he will be responsible for**

- a) Development of Training Manuals
- b) Monitoring IEC activities, ensuring social, gender inclusion in implementation of the program.

- d) Coordinate with WDC/ PIA/EC for developing training modules and ensure timely and quality trainings and exposure visits.
- e) Coordination with WDC/ PIA/EC for Compilation and documentation of the program activities along with success stories
- f) Bringing out quarterly news letters and publications
- g) Ensure wider publicity of the program activities and outcomes through mass media
- h) Providing necessary input to M & E agencies
- i) Preparing Press Notes periodically
- j) Any other work as entrusted by higher officers
- M) Providing date wise workdone report every month to concerned attached officer and administration wing

8. PFMS Expert

- **She/he will be responsible for**

- 1) To coordinate with officers, WDC/ PIA/EC and other agencies for getting periodical reports and PFMS management
- 2) PFMS report generation at Head office level
- 3) Office secretarial assistance
- 4) Updation of financial entries accurately in PFMS and coordination with K-2 and Treasury
- 5) Any other work as entrusted by higher officers
- 6) Providing date wise work done report every month to concerned attached officer and administration wing

9. FPO Consultants

- **She/he will be responsible for**

- 1) Coordination with line departments and screening the FPOs for inclusion under WDC 2.0
- 2) Selection of CBBO.
- 3) Capacity building FPOs
- 4) Developing Business plans
- 5) Coordination for backward and forward linkages
- 6) Promotion of Export & Value Chain
- 7) Coordination with NGOs and other Livelihood promotion agencies
- 8) Providing necessary input to IVA and M & E agencies
- 9) Any other work as entrusted by higher officers
- 10) Providing date wise work done report every month to concerned attached officer and administration wing.

10. FPO-MIS Consultant

- **She/he will be responsible for**

- 1) Analysis of qualitative and quantitative data
- 2) Analyse and review the data
- 3) Compilation and consolidation of periodical reports
- 4) Development and Modification of MIS related works
- 5) Providing necessary input / support to M & E agencies to develop M & E formats in MIS platform
- 6) Any other work as entrusted by higher officers
- 7) Providing date wise workdone report every month to concerned attached officer and administration wing

11. Programmer

- **She/he will be responsible for**

- 1) Assist Development of MIS and IT systems for Key Performance Indicators
- 2) Coordinate with WDC/ PIA/EC for IT & MIS related works
- 3) Development and Modification of MIS related works
- 4) Providing necessary input / support to develop formats in MIS platform
- 5) Providing necessary input / support to M & E agencies to develop M & E formats in MIS platform
- 6) Any other work as entrusted by higher officers
- 7) Providing date wise workdone report every month to concerned attached officer and administration wing

12. Account Assistant

- **She/he will be responsible for**

- 1) Compilation of accounts related data
- 2) Checking the accounts data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise work done report every month to concerned attached officer.
- 7) Providing date wise work done report every month to concerned attached officer and administration wing

13. Assistant

- **She/he will be responsible for**

- 1) Typing the information both in Kannada and English
- 2) Emails downloading
- 3) Any other works entrusted by higher officers

4) Providing date wise workdone report every month to concerned attached officer.

14. DEOs

- **She/he will be responsible for**

- 1) Compilation of data
- 2) Checking the data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise workdone report every month to concerned attached officer.

15. Drivers

- **She/he will be responsible for**

- 1) Driving of Govt/Out sourced Vehicle efficiently
- 2) Any other works entrusted by higher officers
- 3) Providing date wise work done report every month to concerned attached officer.

16. D-Group (including sweepers and security)

- **She/he will be responsible for**

- 1) Office Assistance.
- 2) Office cleaning
- 3) Provide security services
- 4) Any other works entrusted by higher officers
- 5) Providing date wise workdone report every month to concerned attached officer.

17. Legal Advisor

- **She/he will be responsible for**

1. Provide legal Advise to the Department related issues on case basis

DISTRICT LEVEL STAFF

II. Duties and responsibilities of Technical Staff and Non-Technical Staff of WDCD.

18. Technical Officer / Watershed Co-ordinator

- **She/he will be responsible for**

- 1) Compilation of periodic reports with respect to WDCD/ PIA/EC

- 2) Updation of MIS reports
- 3) Assisting PIA/EC for watershed implementation
- 4) Co-ordinating to update Geo-tag assets in Bhuvan portal
- 5) Co-ordinating in M& E agencies
- 6) Coordination with NGOs other line departments
- 7) Any other work as entrusted by higher officers
- 8) Providing date wise workdone report every month to concerned attached officer.

19. Accountant

- **She/he will be responsible for**

- 1) Compilation of accounts related data
- 2) Checking the accounts data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise workdone report every month to concerned attached officer.

20. Data Entry Operator

- **She/he will be responsible for**

- 1) Compilation of accounts related data
- 2) Checking the accounts data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise workdone report every month to concerned attached officer.

21. Accountant cum data Entry Operator

- **She/he will be responsible for**

- 1) Compilation of accounts related data
- 2) Checking the accounts data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise workdone report every month to concerned attached officer.

22. Watershed Assistants (1 for 2000 ha (+/-). in plain areas and 1 for 1500 ha (+/-). in hilly areas)

- **She/he will be responsible for**

- 1)Assisting PIA/WC to monitor the all watershed works
- 2) Assist WC for smooth implementation watershed activities
- 3) Assist in Collection of watershed Development Funds
- 4) Assist in maintenance of Forest and Horticulture activities
- 5)Any other works entrusted by higher officers
- 6)Providing date wise work done report every month to concerned attached officer.

III. Duties and responsibilities of Technical Staff and Non-Technical Staff of WDDP, WDD Head Office.

23. GIS assistant

- **She/he will be responsible for**

- 1) To coordinate all GIS activities with KRSAC/NRSC
- 2) To co-ordinate and guide all project stake holders (WCDC/PIA/EC) on GIS activities
- 3) Coordinating with MIS team and WCDC/ PIA/EC for Timely updation of Digital maps
- 4) Verification and Monitoring progress of Maps and Atlases generated by M&E agencies
- 5) Supporting GIS and its application in planning and implementation of activities
- 6) Supporting WCDC/ PIA/EC for Geo-tagging of the assets created under the program in Bhuvan Sujala application etc.,
- 7) Providing necessary input M & E agencies
- 8) Any other work as entrusted by higher officers
- 9)Providing date wise workdone report every month to concerned attached officer and administration wing

24. MIS assistant

- **She/he will be responsible for**

- 1) To coordinate all GIS activities with KRSAC/NRSC
- 2) To co-ordinate and guide all project stake holders (WCDC/PIA/EC) on GIS activities
- 3) Coordinating with MIS team and WCDC/ PIA/EC for Timely updation of Digital maps
- 4) Verification and Monitoring progress of Maps and Atlases generated by M&E agencies

- 5) Supporting GIS and its application in planning and implementation of activities
- 6) Supporting WDC/ PIA/EC for Geo-tagging of the assets created under the program in Bhuvan Sujala application etc.,
- 7) Providing necessary input M & E agencies
- 8) Any other work as entrusted by higher officers
- 9) Providing date wise workdone report every month to concerned attached officer and administration wing

25. Accountant

- **She/he will be responsible for**

- 1) Compilation of accounts related data
- 2) Checking the accounts data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise workdone report every month to concerned attached officer.

26. Accountant cum data Entry Operator

- **She/he will be responsible for**

- 1) Compilation of accounts related data
- 2) Checking the accounts data for errors
- 3) Typing the information both in Kannada and English
- 4) Emails downloading
- 5) Any other works entrusted by higher officers
- 6) Providing date wise workdone report every month to concerned attached officer.

PART-3 Working Hours, Overtime, Leave and Holidays

1. **Working hours:** The key staff and supporting staff provided by the Out Sourcing Agency to the Client shall work during the hours of the project office, unless otherwise remain absent due to travel on duty.
2. **Overtime:** The key personnel and supporting staff provided by the Out Sourcing Agency are not entitled to any overtime spent in providing consulting service to the project. However, during exigencies, it is required to function beyond office hours, for which no extra remuneration will be paid.
3. **Leave:** During the tenure of the project, the personnel and supporting staff rendering consulting services provided by the Out Sourcing Agency to the Client are entitled for following types of leave;
 - a) 12 days casual leave in a calendar year i.e one day per month for every completed month with the condition that. If in case of extraordinary leave used in advance and resigns subsequently, the salary for the excess number of CL shall be deducted out of salary.

Holidays: All the general holidays and national holidays during which the project office remains closed are also to be treated as paid holidays to the key personnel and supporting staff provided by the Out Sourcing Agency to the Client. However, during the exigencies, it is required to function on holidays for which no extra remunerations will be paid.

PART -4 : TA/DA rules and rates (as per prevailing rules)

1. TA rates applicable to the outsourced personnel at Head Office, WDD.

Category	Rate of Remuneration	Mode of Travel
1	Rs.80,001/- and above	Executive Class in Shatabdhi Express train & AC First Class in other trains Volvo (Airavatha) - AC Seater, Karona (Ambari) - seater without AC and AC/Non-AC sleeper.
2	Rs. 60,000/- to Rs. 80,000/-	AC Chair Car in Shatabdhi Express train and AC 2 tier in other trains Volvo (Airavatha) - AC Seater, Karona (Ambari) - seater without AC and AC/Non-AC sleeper.
3	Rs.45,000/- to Rs. 59,999/-	AC Chair Car /First Class/AC 3 tier in trains Sheethal – AC Seater, Ultra Delux (Rajahamsa) – Non AC Seater.
4	Below Rs.45,000/-	AC Chair Car /First Class/AC 3 tier in trains General/Express Bus without AC Seater.

2. DA rates applicable to the outsourced personnel at Head Office, WDD.

- i) Rs.2500/- for stay within or outside the State including accommodation charges.
- ii) DA rate for stay outside the country will be as decided by Commissioner.

3. Air Travel: Eligible for air travel within or outside the State/Country with prior approval of Commissioner.

4. After completion of tour, the following documents are to be submitted for reimbursement of TA/DA.

- i) Office Order
- ii) Bills/ Receipt
- iii) Tickets/Boarding Pass
- iv) Tour report

6. If there is any deviation in the travel plan in forward/return journey, minimum fares between departure and arrival stations would be given, for

all reimbursable expenditure the supporting document like journey tickets and expenditure incurred bills are required to be enclosed along with claims (as per the provisions of KCSR, KFC etc.)

7. TA/DA claims will have to be made preferably within three months. In case of those claims made after completion of three months, the CEO, SLNA & Commissioner, Watershed Development Department will have discretion to accept/reject such claims.
8. Any changes in salary structure, service conditions, TA/DA rules etc. can be done by the CEO, SLNA & Commissioner, Watershed Development Department unilaterally after having formal discussion with the Out Sourcing Agency.

SECTION VI - PERFORMANCE SPECIFICATIONS

Sl. No.	Performance Specification	Compliance (Yes/No)
1	The Agency shall issue a formal work order to all the personnel deployed under this contract along with all the relevant details and terms and conditions of appointments and submit the copy of the same to Watershed Development Department.	
2	The Agency shall issue ID cards with Name, Designation and Photo of the employee details to all the employees with Agencies logo.	
3	The Agency shall furnish remuneration slips to all the employees indicating Gross remuneration and Net remuneration showing all the statutory deductions.	
4	The agency shall make the payment of remuneration to the employees within the 5 th of following month and submit the bills for reimbursement within the 10th of the following month with payment details, statutory deductions and all the details.	
5	The agency shall pay the remuneration of the employees every month within stipulated date irrespective of whether earlier bills are reimbursed or not by WDD for a minimum period of 3 months.	
6	The Agency shall make the payment of remuneration to staff deployed through individual Bank Account and shall remit all statutory deductions like ESI, PF, professional Tax and TDS to the designated authorities along with the Agency's contribution as per law, wherever applicable. If it fails to do so, it will be the breach of contract. Therefore, Watershed Development Department has the discretion to cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the contract and or pertinent laws	
7	The Agency shall submit the TDS, PF, Professional Tax and ESI remittance challan of the staff deployed under this contract separately with all employee wise details along with the monthly bills. The Agency shall also submit the copy of the remittance of GST to the appropriate authorities along with the bills, If they fail to do so, payment of bill will not be processed.	
8	Remuneration for the deployed personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the services as consolidated remuneration, including PF, ESI, PT etc. And also it includes management contribution and employee contribution to PF and ESI etc, as applicable (Cost to Company).	
9	The Agency shall maintain proper records pertaining to outsourced staff deployed including the remuneration slips, disbursement of remuneration, and remittance of payments to the various statutory authorities and present the same to the Watershed Development Department concerned authorities on monthly basis for verification.	
10	The Agency shall maintain the muster roll/ pay roll and other relevant particulars pertaining to the staff deployed and shall make available for inspection by the officials of Watershed Development Department, Labour Department and any other concerned department as and when required by them.	

11	The Agency shall not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the Agency concerned.	
12	The scopes of services in respect of number of employees are liable for 25% addition, deletion and modification and are at the discretion of the Watershed Development Department.	
13	Service provider shall provide Technical manpower at 1:3 ratio whose monthly remuneration is equal or more than Rs. 50,000/-. The employer will intimate the personnel selected among them, such person shall be engaged by service provider	
14	Agency shall mention in the appointment letter of the personnel that he or she should give one-month notice period and transfer of all the data, information, documents, knowledge etc. generated during his or her employment period at the WDD to the forth coming personnel	
15	Provide training and or guidance with regard to leave facilities, TA & DA, Drawing of Advances, Submission of bills etc., a to recruited candidates with regard to their roles and responsibilities.	
16	The Agency shall monitor the performance and overall management of the personnel deployed in the employer office.	
17	The Agency shall instruct the deployed personnel to submit the work diary to the respective office heads on monthly basis for review purpose	
18	The responsive Lowest (L1) Man Power Agency shall submit 5% performance security deposit as a Bank guarantee to that extent contract value from a Nationalized Bank within 21 days of Agreement.	
19	The Agency shall abide by the provisions of Employees Provident Fund & Miscellaneous Provisions Act & Rules there under, ESI Act, the Contract Labour (R&A) Act and Workmen's Compensation Act. It should have enrolled the eligible employees working with the Manpower Agency and remitted the required contributions at applicable rates to the concerned authorities regularly.	
20	If the selected agency doesn't have its office in Bangalore, it should open an office in Bangalore (within one month) for correspondence and interaction with Watershed Development Department whenever required. (Preference will be given for agency already having office in Bangalore, Provide address for verification)	

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

Provide attested copies of the following documents to establish eligibility and qualification criteria of the bidder

1. The bidder should be a registered company under companies act 1956/2013 of India and should have registered office and in existence in business for minimum period of ten years as company in Karnataka.
2. The company should have at least average turnover Rs.25 crores during last five years (Cumulative of Rs.125.00 Crores).
3. The Certificate of Registration under Professional Tax issued by Commercial Tax Department, Government of Karnataka.
4. The ISO-9001-2015 or 20000-1:2018 Certified for manpower supply issued by competent authority.
5. The PAN and or TAN CARD of a Company.
6. The current registrations in the PF, ESI, GST from the Government of Karnataka.
7. The Agency should have valid Form-C Certificate from Labour Department GoK for minimum of 600 manpower.
8. The Agency should give the notarised self-declaration that no dues with regard to statutory dues. i.e PF and ESI as on 31.03.2022.
9. The annual payment challans for all statutory taxes like GST, PT deducted for the preceding five years (FY 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).
10. The Agency should submit duly filled format of A(1) and A(2) of Section-IX.
11. The Agency should provide notarised self-declaration that they have not have been penalized for violating Labour Laws in the court (format C of the Section-IX)
12. The Agency should have the Income Tax return filed by the Service Provider for the preceding five financial years (AY 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) in the Income Tax Department.
13. The Agency should have the Audit Report, Balance sheet of the Service Provider for the preceding five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) audited by a Chartered Accountant.

14. The agency should have provided manpower personnel (except housekeeping and security guard staffing) to one or various government departments of GoK (Section-XII) and these resources should have been deployed across different districts of Karnataka since last five years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). Documentary proof in terms of agreement/work order/completion certificate should be furnished.
15. The Agency should provide notarised self-declaration that they have not have been penalized for violating Labour Laws in the court (Section-IX).
16. The Service Providers should declare that agency have not been blacklisted by any State/Central Government/UTs organization for any reason whatsoever (Section-IX).

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

SECTION VIII:
(A) TENDER FORM

Date:.....

IFT

No:.....

To:

The Commissioner
Watershed Development Department
7th Floor, KHB Complex
Cauvery Bhavan
Bengaluru - 560009

Dear Sir / Madam,

Having examined the Tender Documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and deliver..... *(Description of Service and Services)* in conformity with the said tender documents for the sum of price/percentage mentioned in the financial folder of the e-procurement portal or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our tender is accepted, to deliver the service in accordance with the Performance schedule specified in the Schedule of Requirements. If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to attend by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this day of 21

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

Note: This Form is to be completed and signed by the tenderer and uploaded on the e-procurement portal.

(B) PRICE SCHEDULE ACTIVITY

Table-1 : Details of Monthly & Yearly Remuneration of Technical and Non-Technical Staffs under various schemes of WDD.

Sch ed ule No.	Sl. No	Item Description	Quant ity and Unit in No.'s	Price for each Unit			Total Price 4x6x7
				Monthly Remuneration including Employers contribution of 13% + ESI 3.25% or as per prevailing rates	Unit Price	No. of mont hs	
1	2	3	4	5	6	7	8
I		PMKSY Staff at WDD Head Office					
	A	Technical Staffs					
	1	Hydrologist	1	75000	75000	12	900000
	2	Livelihood Expert	1	75000	75000	12	900000
	3	Production System Expert	1	75000	75000	12	900000
	4	Documentation Expert	1	75000	75000	12	900000
	5	IT Expert	1	75000	75000	12	900000
	6	GIS & RS Assistant	1	65000	65000	12	780000
	7	IEC Co-Ordinator	1	65000	65000	12	780000
	8	PFMS Expert	1	60000	60000	12	720000
	9	FPO Consultant	2	100000	50000	12	1200000
	10	FPO-MIS Consultant	1	50000	50000	12	600000
	11	Programmer	1	40000	40000	12	480000
	B	Non- Technical Staffs					
	12	Accounts Assistant	2	50000	25000	12	600000
	13	Assistant	2	50000	25000	12	600000
	14	Data Entry Operator	15	330000	22000	12	3960000
	15	Drivers	14	280000	20000	12	3360000
	16	Group D (Including Sweepers & Security)	25	475000	19000	12	5700000

	17	Legal Advisor	1	Payment on case basis			
	Sub Total (A+B)		71	1940000		12	23280000
II	District level Staff						
	A	Technical Staffs					
	1	Technical Officer or Watershed Co-ordinator	30	1050000	35000	12	12600000
	B	Non- Technical Staffs					
	2	Accountant	30	690000	23000	12	8280000
	3	Data Entry Operator	62	1240000	20000	12	14880000
	4	Accountant cum Data Entry Operator	57	1254000	22000	12	15048000
	5	Watershed Assistant (1 for 2000 ha (+/-) in plain areas and 1 for 1500 ha (+/-) in hilly areas)	147	2205000	15000	12	26460000
		Sub Total	326	6439000		12	77268000
III	Watershed Development for Drought Proofing (WDDP)						
	A	Technical Staffs					
	1	GIS Expert	1	40000	40000	12	480000
	2	MIS Expert	1	40000	40000	12	480000
	B	Non - Technical Staffs					
	1	Accounts Assistant	2	42000	21000	12	504000
	C	District level Staffs					
	1	Accounts Assistant/ Data Entry Operator(Any one)	29	580000	20000	12	6960000
		Sub Total	33	702000		12	8424000
	Grand Total		430	9081000		12	108972000

* Approximate Salary subject to change.

** Salary less than 21000/- has to pay ESI Contribution.

Table-2: Provision is made on e –procurement portal to upload the price Activities which need to be performed by Service Provider for which payment will be made at his quoted and agreed percentage

Tender No	Total number of Personnel as per column 3 of Part-1, Section V	Value of the Remuneration as per column 10 of Part-1 (in lakhs) Section VIII(B)	Service Charges as percentage of value of Tender	
			Percentage in No (eg X %)	Percentage in words
1	2	3	4	5
	430	108972000		

Note:

1. A minimum services charge to be quoted in e-procurement portal Should not be –ve and should be minimum of +3% in the financial folder of the e-procurement portal. If any bidder quote less than the minimum will be rejected.
2. In case more than one bidder emerge as L1 (Lowest Bidder) after fulfilling all the require Qualification Information/ Criteria, decision will be taken on basis of the following :
 - a. Who's average Turnover is more in last three years (2019-20, 2020-21 and 2021-22)
 - b. The agency who has paid ESI, PF & GST regularly in last three years (2019-20, 2020-21 and 2021-22).
 - c. Lottery System.

However, the decision of the department is final and binding upon all the bidders
3. The GST shall be paid extra in accordance with prevalent laws as amended from time to time.
4. The value of the bid is an indicative figure of likely yearly payment to personnel deployment. The actual payment will differ based on number of personnel actually deployed. The actual services charges shall be paid each month as per the financial bid to the tender winner for actual monthly payment to deployed personnel as per schedule of requirement.
5. The price schedule activity form Section-VIII (B) shall be submitted to WDD after opening of financial folder and shall not be uploaded/submitted along with other Technical documents.
6. This form is for information of the bidders only and not to be completed and upload on the e-procurement portal.

Summary of the Total Cost of the Contract

Sl. No.	Item	Annual Exp. in Rs.
1	Remuneration of Outsourced Personnel	
2	Service Charges for the Out Sourcing Agency (---% of 1)	
	Sub Total (1+2)	
3	Lump-sum Provision for Travel & Daily Allowance (TA/DA)	
4	Service Charges for TA/DA (-----% of 3)	
	Sub Total (3+4)	
	Grand Total	

(Rupees Crores Lakhs Thousand Hundred Only)

- i. Lump sum TA/DA includes FTA for Training Coordinators at an approximate rate of Rs.3500/- per month (29 x Rs.3500 x 12 months= Rs.12,18,000.00).
- ii. Service charge and GST (applicable related Tax) for TA, DA will be paid only on payment of TA, DA amount whenever it arises, this is not compulsory on every month.

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

Section IX: Details of Service Provider, Power of Attorney and Affidavit/Declaration

A. Details of Service Provider:

1) General Information

Sl.No.	Details to be furnished		
1.	Name and address of the Agency: (as per the Registration Certificate, (enclose copy).	:	
2.	Local Address of the Agency	:	
3.	Registration No. and date	:	
4.	Details of contact person : a. Name b. Phone and Fax Number (Office) c. Cell Number d. E-mail ID	:	
5.	PAN / TAN numbers		
6	GST registration number	:	

2) Details of Annual Turnover, GST, PT, PF, ESI, IT, TDS etc., :

(Rs. In lakhs)

Year	Profession al Tax	GST Re mitt ed	Profes sional Tax Remitt ed	Total Remu nerati on Disper sed	Inco me Tax Remi tted	Quarterly amount of TDS				No. of Emplo yees Regist ered under ESI	ESI Remitted			Details of Provident Fund Remitted		
						1 Q	2 Q	3 Q	4 Q		Em plo yer	Em plo yee	Total	Emp loye r	Emp loye e	Total
2017-18																
2018-19																
2019-20																
2020-21																
2021-22																

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

B. POWER OF ATTORNEY (On Rs. 200/- stamp paper)

Date:

To:

The Commissioner
Watershed Development Department
7th Floor, K.H.B. Complex
Cauvery Bhavan
Bengaluru-560 009

Sir/Madam,

I / We, Authorized to represent M/s.(Name and full address of registered office) do hereby authorize Mr. / Ms..... to sign and submit the tender against your IFT [title and reference number of the Invitation for Tenders]. All the terms and conditions including undertakings submitted by him / her are binding on us.

For and on behalf of M/s.....

Authorised Signatory

(Signature)

Name:.....

Designation:.....

Note: This Form is to be completed and uploaded on the e-procurement portal.

C. AFFIDAVIT/DECLARATION (On Rs. 200/- stamp paper)

To:

The Commissioner
Watershed Development Department
7th Floor, K.H.B. Complex
Cauvery Bhavan
Bengaluru-560 009

1) Affidavit

I / We, Who is / are Authorized to sign and submit the tender against your IFT [title and reference number of the Invitation for Tenders] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, Service Provider and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. I have read and understood the terms and conditions relevant to the notification no. _____ dated _____ and submitted the tender in accordance with the terms and conditions of the above referred notification.
- iv. The information furnished in the tender are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be incorrect and not factual at any point of time of the department will have right to initiate any action deemed fit.

If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the Employer including rejection of our tender, annulment of contract and blacklisting.

2) Declaration:

I /We _____ declare that:

- i. Our firm has been legally compliant by all laws, regulations and provisions made by Government of India / any State Governments.
- ii. My /our firm/Company Organization has not been debarred/ blacklisted/ under a declaration of ineligibility for corrupt and fraudulent practices issued by any Central Government/ State Government/Govt. Departments at any time for services of any description.
- iii. Our firm have not been penalized for violating Labour Laws in the court and should submit a undertaking for not paid penalty for violating the Labour Laws in the court.
- iv. indemnify and compensate the Employer from any penalties and costs that may be incurred due to lapse/s on our part including incorrect/misrepresented / forged documents or statements,
- v. Our firm / company, M/s. are not blacklisted by any ministry/ department / undertaking of Government of India, any State government and / or any Union territory administration in India.
- vi. Our firm has no statutory dues with regard to PF, ESI, GST as on 31.03.2022.

Authorized signatory for the tenderer

Signed: _____

Name: _____

Designation: _____

Date: _____

Note: This Form is to be completed and uploaded on the e-procurement portal.

SECTION X: PERFORMANCE SECURITY BANK GUARANTEE FORM

To,

The Commissioner,
Watershed Development Department,
KHB Complex, Seventh Floor,
Cauvery Bhavan,
K.G. Road, Bengaluru - 560 009.

WHEREAS (Name of Service provider) hereinafter called "the Service provider" has undertaken, in pursuance of Contract No.....dated,.....20. to provide (Description of Service and Service) hereinafter called" the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service provider's Performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service provider a Guarantee:

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 limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20....

Address:.....

.....

SECTION XI: CONTRACT FORM

CONTRACT FORM

THIS AGREEMENT made theday of....., 20...Between..... (*Name of Employer*) of (*Country of Employer*) (hereinafter called "the Employer") of the one part and (*Name of Service provider*) of (*City and Country of Service provider*) (hereinafter called "the Service provider") of the other part :

WHEREAS the Employer is desirous that certain Service and ancillary service viz., (*Brief Description of Service and Service*) and has accepted a tender by the Service provider for the provide of those service and service in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Schedule of Requirements;
 - (b) the Performance Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract; and
 - (e) the Employer's Notification of award.
3. In consideration of the payments to be made by the Employer to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Employer to provide the service and service and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service provider in consideration of the provision of the service and service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the service and service which shall be provided/provided by the Service provider are as under:

SL. NO.	BRIEF DESCRIPTION OF SERVICE & SERVICES	QUANTITY TO BE PROVIDED	UNIT PRICE	Total Price	PERFORMANCE TERMS
	TOTAL VALUE:				

PERFORMANCE SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said

(For the Employer)

in the presence of:.....

Signed, Sealed and Delivered by the

said..... (For the Service provider)

in the presence of:.....

SECTION XII : Pro-forma for Performance Statement for the last Five years

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Name of the Firm:

Year	Name of the Services Provider	Name of the Employer & Contact Details	No of persons deployed	Value of the contract awarded	Date and commencement of the contract	Date of completion of the contract	Attach certificate of satisfactory completion of contract (yes/No)	Remarks (Reasons for late delivery if any).
1	2	3	4	5	6	7	8	9
2021-22								
2020-21								
.....								
.....								
.....								
.....								

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of