



GOVERNMENT OF KARNATAKA
WATERSHED DEVELOPMENT DEPARTMENT (WDD)

**TENDER DOCUMENTS
FOR
PROCUREMENT OF MANPOWER SERVICE AGENCY**

Ref. No. ಜಅಇ/ಆಡಳಿತ-3/ವಿನಿ-1/ವಿವ-12/ಮಾಸಂ/2021-22.

(WDD/Admin-3/CW-1/CR-12/M.P.T/2021-22)

**Employer: The Commissioner,
Watershed Development Department,
K.H.B Complex, 7th Floor,
Cauvery Bhavan, K.G. Road,
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SCHEDULE FOR PROCUREMENT

Sl. No.	Particulars	Schedule
1	TENDER REFERENCE No.	WDD/Admin-3/CW-1/CR-12/M.P.T/2021-22
2	DATE OF AVIALABILITY OF TENDER DOCUMENT IN E-PROCUREMENT PORTAL	08.10.2021
3	PRE TENDER MEETING	13.10.2021 at 11.00 AM
4	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	21.10.2021 at 4.00 PM
5	TIME AND DATE OF OPENING OF TECHNICAL TENDER	22.10.2021 at 5.00 PM
6	TIME AND DATE OF OPENING OF FINANCIAL TENDER	29.10.2021 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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Sd/-
(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)

Date: 07.10.2021

- 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 08.10.2021 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 by security of the amount of Rs.50,000/- (Rupees Fifty Thousand Only) 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:13.10.2021 at 11.00 AM 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 08.10.2021. The tender will be opened on date:22.10.2021 at 5.00 PM and the date of opening of financial folder of technically qualified tender will be opened on date:29.10.2021 at 11.00 AM 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.

Sd/-
(C.N. Nandinikumari)
Tender Inviting Authority
and Director
Watershed Development Department
Bengaluru

SECTION II: INSTRUCTIONS TO TENDERERS

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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) and 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 not 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 scheduled on date:13.10.2021 at 11.00 AM 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, price schedule activity and other forms completed in accordance with ITT Clause 8, 9 & 10 **(Section-VIII)**.
- (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, 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)**;
- (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 all 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 all 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 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 Tenderer's 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 Employer's satisfaction:

- (a) That the Tenderer has the financial 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 service which 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 document 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) If portion of EMD is required through BG, the bank guarantee be substantially in accordance with the form of earnest money deposit included in (Section- IX), or other form approved by the Employer prior to tender submission;
 - (c) Be payable promptly upon written demand by the Employer in case any of the conditions listed in ITT Clause 13.7 are invoked;
 - (d) Be submitted in its original form; copies will not be accepted; and
 - (e) 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 120 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 thereto 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 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 which 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 service and to offer discounts for combined service. 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:
 - (i) 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

(ii) 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

(iii) 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 charges 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 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 by the any Government of Karnataka and Government of India agencies and or affiliated to GoK and GoI.

4. Clarification of Tender Documents

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

7. Documents Constituting the Tender (Additional)

7.1 Additional Documents.

(h) Appointment orders of personnel listed in schedule of requirement.

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. Document Establishing Tenderers Eligibility and Qualifications:

11.2 (b) Documentary evidence of Qualification Criteria.

i. (a). The copy of the Audit Report, Balance sheet of the Service Provider for the preceding three assessment years (AY 2017-18, 2018-19 & 2019-20) audited by a Chartered Accountant;

(b). The Agency should have Certificate by Chartered Accountant for the Annual Turnover relating to providing outsource personnel (Providing

Manpower) for the last three assessment years (AY 2017-18, 2018-19 & 2019-20) (Group/Sister concern/parent companies will not be considered for meeting the qualifications).

- ii.** The copy of Certificate of Registration under Professional Tax issued by Commercial Tax Department, Government of Karnataka.
- iii.** The copy of ISO 9001/2008 Certificate issued by competent authority.
- iv.** The copy of PAN CARD and TAN of Individual/Firm/Company in case of Proprietorship/Partnership/Private Limited Company respectively.
- v.** The copy of current registrations in the PF, ESI, GST organizations & with any other authority as required under existing laws.
- vi.** The copy of GST payment challans for last 3 years (FY 2017-18, 2018-19 & 2019-20);
- vii.** The Copy of the valid Certificate of Registration in Labour Department/Certificate of Incorporation in case of company.
- viii.** The copy of payment of all statutory taxes like GST, professional Tax, timely payment of TDS deducted to IT department for the preceding three years, 2017-18, 2018-19 & 2019-20.
- ix.** The copy of details of the Service Provider in the Format at A-1 and A-2 of Section-IX.
- x.** The copy of proof for registered head office of the Manpower agency in Karnataka/Bangalore and existence in providing Manpower for a minimum period of 5 years as on 01.04.2021 in Karnataka.
- xi.** The copy of the Income Tax return filed by the Service Provider for the preceding three Assessment years (AY 2017-18, 2018-19 & 2019-20) in the Income Tax Department and assessment orders received if any.
- xii.** The copy of performance statement for having satisfactorily completed or currently providing personnel employing minimum 150 numbers employees at one office or to various offices in Govt./PSU/Pvt offices of Karnataka (Section-XII) copies of work orders of last 5 years should be provided or should upload equivalent number resumes as asked in the tender documents with right eligible qualification for particular post.
- xiii.** The copy of declaration that the agency should not have been penalized for violating Labour Laws in the court and should submit a undertaking for not

paid fine for violating the Labour Laws in the court (declaration as per format in section IX C).

- xiv. The copy of declaration that Service Providers shall not have been blacklisted by any State/Central Government/UTs organization for any reason whatsoever. Self-attested affidavit on Rs.100/- stamp paper (Section-IX C) is to be given in this regard by the authorized person of the firm

13. Earnest Money Deposit

Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid in the form as required in the e-procurement portal.

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.

17. Deadline for Submission of Tenders.

17.1 Tenders must be submitted/ uploaded by the tenderers no later than the date: 21.10.2021 and time 4.00 PM 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).

20. Opening of Tenders by the Employer

20.5 The Employer will open/unlock the first folder i.e. Technical bids on date: 22.10.2021 at 5.00 PM of all the tenders uploaded through the e-procurement portal. The Employer will open/unlock the second folder i.e. financial bids on date: 29.10.2021 at 11.00 AM of Technically 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

Technically 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

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 TABLE OF CLAUSES

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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' country of origin and such standards 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 5% of the Contract Value, valid up to 45 days after the date of completion of performance obligations.
- 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 effect on the date (the "Effective Date") service provider to begin the Services as per contract.

10. Commencement of Services

The Out service provider shall begin carrying out the Services after 10 days from the Effective Date specified in the contract.

11. Duration of the Contract

The Duration of the contract is for a period of 12 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 within 3 months or availability of funds whichever is earlier 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 of 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. Sub-contracts

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 subcontractor(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 in actual performance or up to a maximum deduction of 10% of the Contract Price. There after 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

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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.

1.1 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

6.3

- (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 Professional tax, Provident Fund, TDS, and GST etc. into respective accounts, along with bills (ECR Report) as supporting documents while making claims.

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 Annexure F.
- (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. Termination for Default

23.1 (c) If the tenderer/ service provider / any individual / Performance 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 should provide 2 Pair Shoes and 2 Pair Socks, Uniform, Belt & cap (Cap or Hat) to security guards. In addition to this for night time working Security guards Muffler, Sweater should be provided.
- j) Security Guards to be deployed in 3 shifts, 2 Security Guards in each shift. to work in each floor of the Head Office, Watershed Development Department.
- k) It is the responsibility of the Agency to pay the loss of article of Watershed Development Department due to negligence of the Security Guards.
- l) Service provider shall provide Performance 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.
- m) 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.
- n) 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.
- o) Providing training guidance to recruited candidates with regard to their roles and responsibilities.

- p) Providing 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.,
- q) 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.
- r) This information shall be updated as and when the client takes the decision and the same will be modified in of the of the contract. (Additional List of Officers/Officials will be submitted later)

SECTION V: SCHEDULE OF REQUIREMENTS

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

Schedule No.	Sl. No.	Brief Description	Unit	Quantity	Educational Qualification	No. of years of Experience in related field
I	PMKSY Staffs at WDD Head Office					
	A	Technical Staffs				
	1	Information Technology (IT) Expert	No.	1	B.E (I.T) MCA	5
	2	Programmer	No.	1	M.Tech/B.E/M.Sc. in Computer Science	5
	B	Non- Technical Staffs				
	3	Accounts Assistant	No.	2	Bachelor's Degree in Commerce	3
	4	Assistant	No.	2	Any Degree	1
	5	Data Entry Operator	No.	12	PUC with Certificate in Basics of computer	3
	6	Drivers	No.	11	10th Std. pass with four wheeler driving license & Police verification for appointing new Drivers	3
	7	Group D	No.	12	10th Standard pass.	2
	8	Sweepers	No.	3	7 th Standard pass	3
	9	Security Guard	No.	4	7 th Standard pass	3
	Sub Total			48		
II	Sujala-III, EXIT STRATEGY Staffs at WDD Head Office					
	A	Technical Staffs				
	1	Consultant	No.	2	Post Graduate in concerned field of expertise.	10
	2	Hydrologist	No.	1	Master Degree in Engineering/ Geology with Computer Knowledge.	5

	3	MIS Specialist/IT Expert	No.	1	M.Tech/B.E in computer Science/Information Science.	10
	4	Procurement Specialist/Finance	No.	1	MBA in Finance with Computer Knowledge.	5
	5	GIS Expert	No.	1	M.Tech.M.SC. BE with GIS certification course.	5
	6	Graphic Designer	No.	1	Any Degree with an experience with Concerned field.	1
	7	System Analyst	No.	1	B.Sc (IT).	5
	8	Project Assistant	No.	3	Any Degree with Computer Knowledge	3
	B	Non- Technical Staffs				
	9	Data Entry Operator	No.	1	PUC with Certificate in Basics of computer.	3
	10	Group D	No.	1	10th Standard pass.	2
	Sub Total			13		
III	FPO-PMU and PPP-IAD Staffs at WDD Head Office					
	A	Technical Personnel				
	1	Consultant	No.	2	MBA /BSc AGRI / any science graduate	3 Year experience in Agriculture product marketing
	B	Non- Technical Staffs				
	2	Data Entry Operator	No.	2	PUC with Certificate in Basics of computer	3
	Sub Total			4		
IV	PMKSY Staff at Districts.					
	A	Technical Staff				
	1	Dist. Training Co-coordinator or Technical Officer	No.	29	Any Degree	5
	B	Non- Technical Staffs				
	2	Accounts Assistant/Data Entry Operator	No.	29	PUC /preference for	3

		(Any one)			degree	
		Sub Total		58		
V	NMSA RAD Programme					
	1.	Technical Assistant	1	1	Master's Degree in Agriculture/ Horticulture / Sericulture with Specialization in Management of Field crop knowledge and Computer knowledge.	Person with experience of research and extension will be given preference.
		Sub Total		1		
VI	Watershed Development for Drought Proofing (WDDP)					
	1.	GIS Expert	1	1	M.Tech.M.SC. BE with GIS certification course.	5
	2.	MIS Specialist	1	1	M.Tech./ BE in Computer Science	10
	3.	IT Expert	1	1	BE (I.T) /MCA	5
	4.	Account Assistant / Data Entry Operator (any one)	3	3	PUC (Preference for Degree)	
	5.	PFMS Technical Expert	1	1	BE (Cs/IT) or BSc (Cs) or BCA	
		Sub Total		7		
		Grand Total		131		

Note:

1. The Services shall be commenced within 15 days from date of contract signed by Employer.
2. The period do services shall 12 months after commencement or termination as per contract whichever is earlier.

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, WDD, Head Office.

1. IT Expert

- **Shall assist WDD in**

- a) Preparing information for the meetings.
- b) Preparing PPTs for all the meetings.
- c) Compiling progress reports.
- d) Development of MIS for in-house monitoring of progress.
- e) Tackling any IT related issues like AMC, Internet connection, overall upkeep of systems etc.
- f) Shall be responsible for data input in Online MIS of DoLR.
- g) Upload and update Department website regularly.
- h) Preparing Annual reports and pre-budget reports.
- i) Any other work that may be entrusted by the Department officers.

2. Programmer

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

- a) Developing Software for Net Plan, DPR, Baseline survey, etc.
- b) Developing programmes for computerization of all the watershed programmes.
- c) Imparting software related on the job trainings.
- d) Developing and maintaining Data base of all information generated.
- e) Tackling any software related issues.
- f) Generating output reports of Net plan, DPR, Baseline survey, etc.
- g) Compiling of Baseline survey data and generating reports.
- h) Any other work that may be entrusted by the Department officers

3. Account Assistant

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

- a) Maintaining Project fund and Institutional support expenditure under PMKSY.
- b) Maintain expenditure register and update.

- c) Updating MIS regarding PMKSY financial matters
- d) Salary bill, TA Bills & other works of Cash Section of H.O
- e) Any other work that may be entrusted by the respective officers

4. Office Assistants

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

- a) Compiling data base and generating reports.
- b) Preliminary Project Report scrutiny
- c) Compiling PPR's and preparing data for Steering Committee Meetings and SLNA Meetings
- d) Shall assist in PMKSY Administration matters.
- e) Maintenance of Outsourcing Attendance, Leave/ and remuneration files
- f) Maintenance of Register with regard to remuneration, and deductions made by the Out Sourcing Agency at SLNA.
- g) Shall assist in Tender processing and preparing MoU's with all Out Sourcing Agency.
- h) Files related to procurement of Man Power Services throughout sourcing agencies.
- i) Maintenance of files and Registers regarding out sourcing staff at DWDO level.
- j) Section work of WDD H.O allotted by WDD.
- k) Any other work that may be entrusted by the respective officers

5. Data Entry Operator

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

- (a) Data compilation of NGOs
- (b) Preparation of Progress reports in Power point presentation etc.
- (c) Typing work/Data operating/entry.
- (d) Any other work that may be entrusted by the respective officers
- (e) Functioning as secretaries and perform all typing, stenography, data entry report preparation, correspondence and other secretarial work assigned form time to time.
- (f) Should maintain the office registers.
- (g) Should maintain register for having done day to day work.
- (h) Data entry and data analysis.
- (i) Word processing.
- (j) Liaison with system manager in computer maintenance.
- (k) Custodian of soft and hard copies of the files.
- (l) Preparation of power point presentation.
- (m) Any other work that may be entrusted by respective officer (HODs).

6. Drivers

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

- a) The driver should drive the office vehicles of the Officers who are provided with office vehicles.
- b) When necessary arises they should transport the officers and staff whenever needed.
- c) They should be ready to go on tours all over the state and if necessary arises out of State.
- d) Other duties assigned by the higher authorities.

7. Group D

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

- a) They should clean the office tables, almeras, chairs etc.
- b) They should help in moving the files from table to table in the office.
- c) They should help in moving the files to other department, Secretariat officers etc.
- d) They should dispatch signed letters within the office and to other offices.
- e) Other duties assigned by the higher authorities.

8. Sweepers

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

- a) They should clean the office premises and rooms by sweeping, swabbing and through other methods.
- b) They should clean the furniture's daily.
- c) They should keep the washrooms, toilets etc. hygienic by cleaning.
- d) Overall cleaning of the office during the office hours must be done regularly.
- e) Other duties assigned by the higher authorities.

9. Security Guard

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

- a) The security of the office during day and night time.
- b) They should maintain the visitors register.
- c) They should control the flow of unnecessary public.
- d) Other duties assigned by the higher authorities.

II. Duties and responsibilities of Technical Staff and Non-Technical Staff of Sujala-III (Exit Strategy), WDD, Head Office.

1. (A) Consultant-1 (Training and Documentation Specialist)

- **Shall assist WDD in**
 - a) Coordinate with Centre of Excellence and NGOs for developing training modules.
 - b) Coordinating with CoE and NGOs for ensuring timely and quality trainings and exposure visits.
 - c) Coordinate with NGO/DATC RDPR department for various trainings
 - d) Coordination with partners and districts for Compilation and documentation of success stories
 - e) Bringing out quarterly news letters
 - f) Developing short video documentaries and dissemination of the same to the field level functionaries
 - g) Ensure wider publicity of the program activities and outcomes through mass media
 - h) Bring out publications and disseminate it for wider publication
 - i) Any other work as entrusted

(B) Consultant-2 (M&E and IVA Consultant)

- **Shall assist WDD in**
 - a) Coordinating with World Bank and Government Departments with respect to technical reports
 - b) Coordination with M&E and IVA agencies
 - c) Support IT and MIS for development of MIS systems
 - d) Preparation of TORs and MOUs
 - e) Preparation of regular reports
 - f) Ensuring compliance to M&E observations
 - i) Any other work as entrusted

2. Hydrologist

- **Shall assist WDD in**
 - a) Preparation of Hydrology manual
 - b) Validating the hydrology technology used in the program.
 - c) Coordination with hydrology Partners, Consolidation of Hydrological reports,
 - d) Ensure to use hydrological inputs in DPRs,

- e) Monitoring S&WC structures from Ridge to Valley approach,
- f) Ensure site suitability of watershed Structures, Organise Hydrology trainings and IEC activities
- g) Coordination with Hydrology and LRI partners
- h) Any other work as entrusted

3. IT and MIS Specialist

- She/he will be responsible for
 - a) Development of MIS and IT systems for Key Performance Indicators
 - b) Coordinate with Digital Library Vendor for upgradation of the Digital Library and Mobile App
 - c) Coordinate with Partners and CoE Development and Modification of DSS in Digital Library
 - d) Any other work as entrusted

4. Finance & Procurement Specialist

- She/he will be responsible for
 - a) Development of Procurement and Financial manual
 - b) Coordinating Finance and procurement sections, Preparing and updation of procurement plan and cost tables
 - c) Coordinating with FMTSC and FRC for Accounting and auditing.
 - d) Procurement of goods, services and consultancies
 - e) Any other work as entrusted

5. GIS Specialist:

- She/he will be responsible for:
 - a) To coordinate all GIS activities with KSRSAC
 - b) To co-ordinate and guide all project partners on GIS activities
 - c) Coordinating with MIS team and Partners for Timely updation of Digital library and DSS
 - d) Any other work as entrusted.

6. Graphic Designer:

- She/he will be responsible for:
 - a) To coordinate with officers,.
 - b) Any other work as entrusted.

7. System Analyst:

- She/he will be responsible for:

- a) Analysis of qualitative and quantitative data
- b) Analyse and review the data.
- c) Helping in preparing the cost budget tables
- d) Compilation and consolidation of periodical reports,
- e) Any other work as entrusted.

8. Project Assistant (PA):

- She/he will be responsible for:
 - c) To coordinate with officers, consultants, partners, districts and other agencies for getting periodical reports.
 - d) Any other work as entrusted.

9. Data entry Operators:

- She/he will be responsible for:
 - (n) Data compilation of NGOs
 - (o) Preparation of Progress reports in Power point presentation etc.
 - (p) Typing work/Data operating/entry.
 - (q) Any other work that may be entrusted by the respective officers
 - (r) Functioning as secretaries and perform all typing, stenography, data entry report preparation, correspondence and other secretarial work assigned form time to time.
 - (s) Should maintain the office registers.
 - (t) Should maintain register for having done day to day work.
 - (u) Data entry and data analysis.
 - (v) Word processing.
 - (w) Liaison with system manager in computer maintenance.
 - (x) Custodian of soft and hard copies of the files.
 - (y) Preparation of power point presentation.
 - (z) Any other work that may be entrusted by respective officer (HODs)

10. Group D

- **Shall assist WDD in**
 - a) They should clean the office tables, almeras, chairs etc.
 - b) They should help in moving the files from table to table in the office.
 - c) They should help in moving the files to other department, Secretariat officers etc.
 - d) They should dispatch signed letters within the office and to other offices.
 - e) Other duties assigned by the higher authorities.

III. Duties and responsibilities of Technical Staff and Non-Technical Staff of FPO-PMU and PPP-IAD, WDD, Head Office.

1. Consultant

- Formation and Promotion of FPO Schemes and any other work assigned by the Department.

2. Data entry Operators:

- She/he will be responsible for:
 - (a) Data compilation of NGOs
 - (b) Preparation of Progress reports in Power point presentation etc.
 - (c) Typing work/Data operating/entry.
 - (d) Any other work that may be entrusted by the respective officers
 - (e) Functioning as secretaries and perform all typing, stenography, data entry report preparation, correspondence and other secretarial work assigned from time to time.
 - (f) Should maintain the office registers.
 - (g) Should maintain register for having done day to day work.
 - (h) Data entry and data analysis.
 - (i) Word processing.
 - (j) Liaison with system manager in computer maintenance.
 - (k) Custodian of soft and hard copies of the files.
 - (l) Preparation of power point presentation.
 - (m) Any other work that may be entrusted by respective officer (HODs)

IV. Duties and responsibilities of Technical Staff and Non-Technical Staff of PMKSY, WDD at Districts.

1. District Training Coordinator or Technical Officer

Duties & Responsibilities of DTC/TA

- 1 Preparation of Technical Reports
- 2 Preparation of Project wise EC wise Progress Reports
- 3 Preparation of Annual Action Plans
- 4 Data preparation For DOLR MIS
- 5 Maintenance of Technical Circulars & Registers
- 6 Assisting the Preparation of PPRs
- 7 Preparation DPRs
- 8 Assisting to Entering State MIS
- 9 Assisting to Entering the NET Plan
- 10 Preparing MEL& D Compliance Report

- 11 Preparing Proposed treatment & Treatment Maps
- 12 Arranging the Monthly Meetings
- 13 Preparation of WDD AAPs & Progress Reports
- 14 Helping to preparation fo MGNREGA AAP & Progress Reports
- 15 AAPs of schemes
- 16 Preparing theWDDP Project wise/Ec Wise Progress Reports
- 17 Assisting toWDDP MIS Entering
- 18 Preparation of Meeting Proceeding
- 19 Preparion of Withdrawal report for WDD schemes
- 20 Preparation of EC wise/Project Target, Release, Expenditure Statement
- 21 Assisting to Preparation of Success Stories
- 22 Preparation of Training Modules with NGOs
- 23 Organising the Trainings wih NGOs in Project area
- 24 Preparation of PERT Chart
- 25 Discursion of Training Material to PIA/EC
- 26 Co-ordinate & monitoring of formation of SHGs,Ugs, Ecs, JLGs,Federation
- 27 Preparation of IGA Progress Report
- 28 Co-ordinating ICB Trainings
- 29 Co-ordinating Printing if Training Materials, manuals, charts & handouts
- 30 Identification of resource person and training centres
Training related activities in the district responsible to
- 31 collate the information and reports to the concerned officers/office
- 32 Follow up of training calendar
- 33 Supervision and handholding of NGO Staff in the project area for conducting CBOs training
- 34 Action taken note on MEL&D observation on ICB component
- 35 Follow up of Baseline survey
- 36 Follow up of Detailed information regarding SHGs, Ecs,UGs,
- 37 Grading up of CBOs and initiate step to improve the CBOs
- 38 Supervision, Follow up and coordinates of EAP & EDP Trainings through SNGO or other Agencies
- 39 Responsible for selecting SHG,UG, members in EC on rotation basis
- 40 Monitoring the Bank linking details to SHGs
- 41 Monitoring Bhuvan Drishti
- 42 Monitoring EDPR
- 43 Linking to IWMP/PMKSY SHGs to NRLM
- 44 Preparation, monitoring & follow up of Livelihood Action plan
- 45 Any other works entrusted by the JDA

2. Account Assistant/Data Entry Operator (Any One)

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

- a) Maintaining Project fund and Institutional support expenditure under PMKSY.
- b) Maintain expenditure register and update.
- c) Updating MIS regarding PMKSY financial matters
- d) Salary bill, TA Bills & other works of Cash Section of H.O
- e) Any other work that may be entrusted by the respective officers

Or

- (a) Data compilation of NGOs
- (b) Preparation of Progress reports in Power point presentation etc.
- (c) Typing work/Data operating/entry.
- (d) Any other work that may be entrusted by the respective officers
- (e) Functioning as secretaries and perform all typing, stenography, data entry report preparation, correspondence and other secretarial work assigned form time to time.
- (f) Should maintain the office registers.
- (g) Should maintain register for having done day to day work.
- (h) Data entry and data analysis.
- (i) Word processing.
- (j) Liaison with system manager in computer maintenance.
- (k) Custodian of soft and hard copies of the files.
- (l) Preparation of power point presentation.
- (m) Any other work that may be entrusted by respective officer (HODs)

V. Duties and responsibilities of Technical Staff and Non-Technical Staff of NMSA-RAD, WDD, Head Office.

1. Technical Assistants

- **Shall assist WDD in**

- a) Discharging day-to-day assignments of concerned Office Heads.
- b) Assisting in preparation of papers and files on routine matters as per the office procedures.
- c) Follow up and process outputs of the subject specialists for review.
- d) Prepare, Compile, publication of proceedings of meetings, workshops and conferences of the concerned subjects.

- e) Prepare presentations, reports and review notes on Performance matters on the project performance for the concerned subjects dealt by them.
- f) Develop effective liaison with project partners, universities and other partner agencies, and
- g) Any other relevant assignments as assigned from time to time.

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

1. GIS Specialist:

- Handling GIS data (Spatial and Non-spatial) submitted by KSRAC and M&E agency
- Working with different operating systems and practical knowledge of Auto Cad and related software tools.
- Retrieving, analyzing, editing, attribute addition and deletion and output generation of any GIS digital data.
- Familiar with all file types of GIS, such as Arc info coverage, shape files, dbf files, tiff files etc.
- Ability and knowledge in managing the database (i.e. data activities and DBMS)
- Generating reports and record the progress periodically.
- Scheduling, performing well under time constrains and coordinating team efforts.
- Preparing presentation in power point in Arc software packages.
- To coordinate with partner agencies in executing the project.
- To assist MIS specialist and to carry out the assigned work.
- Any other work entrusted by the Project Director and Additional Project Director.

2. MIS Specialist

1. Development of appropriate software for project management information system
2. Suggest appropriate hardware and supervise its installations and refinements
3. Establish effective networking of data management and feedback between state and district offices and all project partners.
4. Review and monitor the functioning of all software and hardware under existing systems and trouble shooting for proper functioning.
5. Design appropriate support systems for effective MIS.
6. Generation of MIS and other reporting outputs for project management.
7. Ensure that generation of MIS and other reporting outputs for project management should be consistent with the MIS that would be developed by the M&E consultant.
8. The System Analyst and MIS Specialist will work in close coordination with the ISRO-Antrix
9. Preparation of Power Point Presentations as and When required
10. Preparation of procurement plan for hardware and Software required

11. Co-ordinate procurement of hardware and Software
12. Maintenance of computers
13. Any other relevant assignments entrusted by the Project Director or Additional Project Director

14. IT Expert

- **Shall assist WDD in**

- j) Preparing information for the meetings.
- k) Preparing PPTs for all the meetings.
- l) Compiling progress reports.
- m) Development of MIS for in-house monitoring of progress.
- n) Tackling any IT related issues like AMC, Internet connection, overall upkeep of systems etc.
- o) Shall be responsible for data input in Online MIS of DoLR.
- p) Upload and update Department website regularly.
- q) Preparing Annual reports and pre-budget reports.
- r) Any other work that may be entrusted by the Department officers.

15. Account Assistant/Data Entry Operator (Any One)

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

- f) Maintaining Project fund and Institutional support expenditure under PMKSY.
- g) Maintain expenditure register and update.
- h) Updating MIS regarding PMKSY financial matters
- i) Salary bill, TA Bills & other works of Cash Section of H.O
- j) Any other work that may be entrusted by the respective officers

Or

- (n) Data compilation of NGOs
- (o) Preparation of Progress reports in Power point presentation etc.
- (p) Typing work/Data operating/entry.
- (q) Any other work that may be entrusted by the respective officers
- (r) Functioning as secretaries and perform all typing, stenography, data entry report preparation, correspondence and other secretarial work assigned from time to time.
- (s) Should maintain the office registers.
- (t) Should maintain register for having done day to day work.
- (u) Data entry and data analysis.
- (v) Word processing.
- (w) Liaison with system manager in computer maintenance.
- (x) Custodian of soft and hard copies of the files.
- (y) Preparation of power point presentation.

- (z) Any other work that may be entrusted by respective officer (HODs)

16. PFMS-Technical Expert

- **She/he will be responsible for**
 - a) Creation and Configuration of Linked State Schemes.
 - b) Performed DBT Configuration for the Linked Schemes.
 - c) Responsible for providing training to end users related to the project.
 - d) Given Training to Various levels of (State, District, Taluk) Departments.
 - e) Resolving the Technical issues like E-Payment issues, Booking/Filling expenditure issue, Bank validation issues, Bank interface issues, Utilization certificate issues, EAT module & DBT.
 - f) Sending emails to Helpdesk Technical Team, Technical Interface team, Bank Interface team, etc and communicating with CPMU Technical Team New Delhi to resolve the agencies issues.
 - g) Treasury Integration and other State Government software integration with PFMS.
 - h) Any other office works instructed by officers.

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.

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 10 th 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 3 percent 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)	

SECTION VII : QUALIFICATION CRITERIA

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

Provide the attested copy for following details in respect of the Service

Provider:

- a) The Copy of the total turnover of at least average turnover Rs.25 crores during last five years.
- b) The Copy of the Certificate of Registration under Professional Tax issued by Commercial Tax Department, Government of Karnataka.
- c) The Copy of the ISO 9001/2008 Certificate issued by competent authority.
- d) The Copy of the PAN CARD and TAN of Individual/Firm/Company in case of Proprietorship/Partnership/Private Limited Company respectively.
- e) The Copy of the current registrations in the PF, ESI, GST & with any other authority as required under existing laws.
- f) The GST payment challans for last 3 years (FY 2017-18, 2018-19 & 2019-20);
- g) The Agency shall have valid Certificate of Registration in Labour Department/Certificate of Incorporation in case of company.
- h) The Agency shall declare that no dues with regard to statutory dues. i.e PF and ESI as on 31.03.2021 should go to declaration.
- i) The Copy of the paid all statutory taxes like GST, professional Tax, timely payment of TDS deducted to IT department for the preceding three years, 2017-18, 2018-19 & 2019-20.
- j) The Agency shall have details of the Service Provider in the Format at A-1 and A-2 of Section-IX.
- k) The Agency shall have registered head office of the Manpower agency should be in Karnataka/Bangalore. The firm should be in existence in the provide of Manpower for a minimum period of 5 years as on 01.04.2021 in Karnataka.
- l) The Agency should have the Income Tax return filed by the Service Provider for the preceding three Assessment years (AY 2017-18, 2018-19 & 2019-20) in the Income Tax Department and assessment orders received if any.
- m) The Agency should have the Audit Report, Balance sheet of the Service Provider for the preceding three assessment years (AY 2017-18, 2018-19 & 2019-20). audited by a Chartered Accountant;

- n) The Agency shall have satisfactorily completed or currently providing personnel employing minimum 150 numbers employees at one office or to various offices in Govt./PSU/Pvt offices of Karnataka Section-XII copies of work orders of last 3 years should be provided or should upload equivalent number resumes as asked in the tender documents with right eligible qualification for particular post.
- o) The Agency shall have declared that the agency should not have been penalized for violating Labour Laws in the court and should submit an undertaking for not paid fine for violating the Labour Laws in the court.
- p) The Service Providers shall declare that agency have not been blacklisted by any State/Central Government/UTs organization for any reason whatsoever. Self-attested affidavit on Rs.100/- stamp paper is to be given in this regard by the authorized person of the firm

SECTION VIII:
(A) TENDER FORM

Date:.....

IFT

No:.....

To:

The Commissioner
Watershed Development Department
7th Floor, KHB Complex
Cauvery Bhavan
Bangalore - 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 *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

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 19

(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.

Schedule No.	Sl. No.	Item Description	Quantity and Unit in No.'s	Price for each Unit				Total Price 4x8x9
				Basic + DA as per prevailing rule	Monthly Remuneration including Employers contribution of 13% + ESI 3.25% or as per prevailing rates	Unit Price	No. of months	
1	2	3	4	5	6	8	9	10
I	PMKSY Staff at WDD Head Office							
	A	Technical Staffs						
	1	IT Expert	1	-	50000	50000	12	600000
	2	Programmer	1	-	25000	25000	12	300000
	B	Non- Technical Staffs						
	3	Accounts Assistant	2	15486	18003	18003	12	432072
	4	Office Assistant	2	15486	18003	18003	12	432072
	5	Data Entry Operator	12	15486	18003	18003	12	2592432
	6	Drivers	11	14166	16468	16468	12	2173776
	7	Group D	12	13132	15266	15266	12	2198304
	8	Sweepers	3	13132	15266	15266	12	549576
	9	Security Guard	4	13132	15266	15266	12	732768
		Sub Total (A+B)	48					10011000
II	EXIT STRATEGY (Sujala-III) Staff at WDD Head Office							
	A	Technical Staffs						
	1	Consultant	2	-	90000	90000	12	2160000
	2	Hydrologist	1	-	80000	80000	12	960000
	3	MIS Specialist/ IT Expert	1	-	75000	75000	12	900000
	4	Procurement / Finance Specialist	1	-	50000	50000	12	600000
	5	GIS Expert	1	-	40000	40000	12	480000

	6	Graphic Designer	1	-	30000	30000	12	360000
	7	System Analyst	1	-	43200	43200	12	518400
	8	Project Assistant	3	-	25000	25000	12	900000
	B	Non- Technical Staffs						
	9	Data Entry Operator	1	15486	18003	18003	12	216036
	10	Group D	1	13132	15266	15266	12	183192
	Sub Total		13					7277628
III	FPO-PMU (PPP-IAD) Staff at WDD Head Office							
	A	Technical Personnel						
	1	Consultant	2		35000	35000	12	840000
	B	Non- Technical Staffs						
	3	Data Entry Operator	2	15486	18003	18003	12	432072
	Sub Total		4					1272072
IV	PMKSY Staffs Districts							
	A	Technical Staff						
	1	Dist. Training Co-coordinator or Technical Officer	29		25000	25000	12	8700000
	B	Non- Technical Staffs						
	2	Accounts Assistant/ Data Entry Operator (Any one)	29	15486	18003	18003	12	6265044
	Sub Total		58					14965044
V	NMSA RAD Programme							
		Technical Assistant	1		40000	40000	12	480000
VI	Watershed Development for Drought Proofing (WDDP)							
	A. Technical Staff							
		GIS Expert	1		40000	40000	12	480000
		MIS Specialist/	1		75000	75000	12	900000
		IT Expert	1		40000	40000	12	480000
		Technical Expert (PFMS)	1		30000	30000	12	360000
	B. Non-Technical Staff							
		Accounts Assistant/	3	15486	18003	18003	12	648108

	Data Entry Operator (Any one)						
	Sub Total						2868108
	Grand Total	131					36873852

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 4 of Part-1	Value of the Remuneration as per column 10 of Part-1 (in lakhs)	Service Charges as percentage of value of Tender	
			Percentage in No (eg X %)	Percentage in words
1	2	3	4	5
	131	36873852		

Note:

1. A minimum services charge to be quoted in e-procurement portal is 1%. Tenders lower than 1%, will be rejected.
2. The GST shall be paid extra in accordance with prevalent laws as amended from time to time.
3. 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.
4. 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 (2018-19, 2019-20 and 2021-21)
 - b. Based on the number of similar nature of work (providing man power) done in last three years (2018-19, 2019-20 and 2021-21)
5. The values mentioned in the column No.4&5 of table-2 shall be quoted in the financial bid details sheet in e-procurement portal.
6. The above form shall not be submitted to WDD along with other Technical documents.
7. This form is for information of the bidders only and not to be completed and upload on the e-procurement portal.

Table-3 : Summary of the Total Cost of the Contract

Sl. No.	Item	Monthly Exp. in Rs	Annual Exp in Rs.
1	Remuneration of Outsourced Personnel	30,72,821	36873852
2	Service Charges for the Out Sourcing Agency (-----% of 1)		
3	Lump-sum Provision for Travel & Daily Allowance (TA/DA)		
4	GST at the rate of 18% for item No.1&2		
	Total	30,72,821	36873852

(Rupees Three Crores Sixty-Eight Lakhs Seventy-Three Thousand Eight Hundred Fifty-Two 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 of Tenderer

.....

Name and address:

.....

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 and TAN numbers		
6	GST registration number	:	

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

(Rs. In lakhs)

Year	Turn over as per Audit Report	Profes sional Tax	GST Remitted	Profes sional Tax Remitted	Total Remu nerati on Disper sed	Inco me Tax Remitted	Quarterly Acknowledgement for 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 loyer	Emp loyee	Total	
2018-																		
2019-																		
2020-																		

Yours faithfully

Authorized Signatory
Name and designation of the Signatory.

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

A. 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.

B. 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. Our firm has not been under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- iii. My /our firm/ Company/Society/Trust/Organization has not been debarred/blacklisted by any Central Government/ State Government/Govt. Departments and/or Agency such as UN/bilateral/multi-lateral funding/partner Agency and corporate including CPSEs, at any time for services of any description.
- iv. Our firm have not been penalized for violating Labour Laws in the court and should submit a undertaking for not paid fine for violating the Labour Laws in the court.
- v. 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,
- vi. 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.
- vii. Our firm has no statutory dues with regard to PF, ESI, GST as on 31.03.2021.

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, Bangalore - 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 Nationalized bank for the sum of **Rs.-----** 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 provider 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 Tender Form and the Price Schedule activity form submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Performance Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) 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	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 indicating reasons for late delivery if any.
1	2	3	4	5	6	7	8	9
2020-21								
2019-20								
2018-19								

Signature and Seal of the Tenderer: