

**Directorate of Agriculture  
Jharkhand, Ranchi**

**TENDER NOTICE  
Invitation For Bids(IFB)  
NeGP-A /02/2017**

On behalf of the Government of Jharkhand, under the National e-governance plan the Directorate Agriculture invites sealed Bids for entering into a rate contract with suitable agency for providing Data Entry Operators to different offices of the Agriculture Department. A complete set of tender documents may be downloaded from [www.sameti.org.in](http://www.sameti.org.in) & [www.agri.jharkhand.gov.in](http://www.agri.jharkhand.gov.in) in which case the fee should be enclosed with the bid document at the time of submission.

The details are given below :

Tender References	NeGP-A/02/2017
Price of tender document	Rs. 5,000/-
Date & Time of commencement of sale of tender document	16.02.2017 from 11.00 am
Date and Time of Pre Bid meeting	23.02.2017 at 4.00 pm
Last date and time for purchase of tender documents	02.03.2017 up to 4.00 pm
Last Date and time for receipt of Bids	02.03.2017 up to 5.00 pm
Date and Time of opening of Technical & Financial Bids	03.03.2017 at 3.00 pm
Address for communication , place of issue of Bids & submission of Bids	Director Agriculture, Krishi Bhawan, Kanke Road, Ranchi- 834008
Phone no	0651-6550124
Email id	<a href="mailto:directoragriculture@gmail.com">directoragriculture@gmail.com</a> <a href="mailto:negajharkhand@gmail.com">negajharkhand@gmail.com</a>

The Bids should be remain valid for acceptance up to six months from the date of opening of tender.

The Directorate Agriculture reserves the right to accept or reject any Bid document without assigning any reasons for it.

(Jata Shankar Choudhary)  
Director, Agriculture  
Krishi Bhawan  
Kanke Road  
Ranchi

## Chapter-I: Scope of Work

Under NeGP-A, a centrally sponsored scheme, Government of Jharkhand intends to select an agency (hereinafter referred to as Service Provider) who will be able to cater the requirement of technical man power. The Service Provider will be given the responsibility of providing Data Entry Operator (DEO) to various offices under Department Of Agriculture, GOJ . There will be a rate contract with the Service provider for a period of 03 years.

### **(A) The qualification and experience preferred for Data Entry Operators**

- Graduation in any field
- Good knowledge of computers (data processing, office automation, Email)
  - i. Operation of large and small scale electronic data processing systems.
  - ii. Command languages for multiple processing platform system software and related peripheral equipment.
  - iii. Hardware installation (PCs, printers etc) and trouble shooting.
- Post Graduate diploma in Computer Application or any other renowned certification is desirable.
- Those candidates having working experience of NeGP-A or similar type of experience, may be given preference.

### **Job Description**

1. It is proposed that the manpower procurement should be for a period of 03 years.
2. Data Entry operators will not just provide support in data entry but will also provide handholding to the officials for the Agriculture Department at the State , District and Block level.

**(B). Roles and Responsibilities of the Service provider after award of contracts:**

- a. Deploy qualified personnel having good conduct.
- b. Maintain a proper database of all the employees, office wise.
- c. Provide reports like list of personnel deployed per month, office wise etc as and when required.
- d. The service provider must ensure payments to the DEO in time.
- e. Bills of every month should be submitted latest by 10<sup>th</sup> of the next month. If the absentees of employees are not received within 10<sup>th</sup> of the next month, they can submit another bill by 25<sup>th</sup> which may again be processed.
- f. Employees (DEOs) whose absentee have been provided between 1<sup>st</sup> to 7<sup>th</sup> of the month, their bills must be submitted by 10<sup>th</sup> of that month and the employees (DEOs) must receive their salary latest by 15<sup>th</sup> of the month.
- g. Similarly, employees (DEOs) whose absentee have been received between the 8<sup>th</sup> of month, their bills must be submitted by 20<sup>th</sup> of that month and the employees (DEOs) must receive their salary latest by 25<sup>th</sup> of that month.
- h. The service provider has to provide documentary evidence of EPF and ESI deposited against the Data Entry Operators deployed along with PF number, Employees contribution to EPF. A list of Employer's contribution to EPF in this project must be submitted to Director Agriculture quarterly or as and when asked. The service provider must ensure that employees receive their EPF details on time.
- j. In case any letters are served to the service provider by Department informing about unauthorized absence from duty of any DEOs, the same should be provided within 7 days from the date of letter received.
- k. The service provider has to submit a report of payment made along with the date of payment and proof of receipt of payment (signature of DEOs) made to the DEOs for each month along with next month invoice.

**(C) Requirement of technical personnel**

There will be a requirement of 313 DEOs at every block/district and State HQ. This requirement is as per provision under NeGP-A.

## Chapter II: Pre-Qualification Criteria

(D) Bidders desirous of bidding for the project should meet the following pre-qualification criteria:

- The bidder should be registered under Shops & Establishment Act or Company's Act or Partnership Act or SSI.
- The bidder should be registered with Employees State Insurance.
- The company should be registered with Employees provident fund.
- The company should have a minimum strength of 350 Data Entry/ Computer Operators. Brief CVs indicating qualification and experience of 350 DEOs to be submitted.
- The Bidder should have done a similar work of providing Data Entry operators of 3500 or more man-months in single/multiple work order to any Government (State, Central, PSU) or to any reputed private sector during the past three financial years.
- The Bidder should also have an Annual Turnover of at least Rs. 5.00 crore in any of three previous financial years for the supply of technical manpower and must submit an attested photocopy of the audited balance sheet, as a proof of annual turnover stated.
- The Bidder should have at least one local office in Jharkhand.
- The Bidder should have ISO 9001:2008 Certification for providing IT/HR Services.
- The Bidder should have Service Tax Registration and should submit a service Tax certificate showing that the tax has been paid up to March 2017.

## **Chapter- III :INSTRUCTION TO BIDDERS**

### **1. Introduction**

On behalf of the Department of Agriculture & Cane Development, Government of Jharkhand, the Director Agriculture intends to procure the services of technical manpower as Data Entry Operators for various offices of the Agriculture Department located in the State of Jharkhand. The job description and the categories of manpower required is described in the chapter entitled "Scope of Work".

### **2. How prices have to be quoted for each Data Entry Operator.**

As applicable under NeGP-A or approved by State Government.

### **3. Cost of Tender Documents**

A complete set of tender documents may be purchased by interested person or company on the submission of a written application to Director Agriculture and upon payment of a non-refundable fee of Rs. 5000/- only by way of DD payable to Director Agriculture. The DD should be payable at Ranchi. The document may also be downloaded from the websites: [www.sameti.org.in](http://www.sameti.org.in) or [www.agri.jharkhand.gov.in](http://www.agri.jharkhand.gov.in). However such downloaded document will have to be accompanied by a DD of Rs 5000/- at the time of submission of bids.

### **4. Cost of Tender**

The Bidder shall bear all costs associated with the preparation and submission of the tender, and Director Agriculture will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **5. Non- Transferable Tender:**

The tender document is not transferrable. Only the party who has purchased this tender form shall be entitled to quote.

### **6. Offer Validity Period**

The Tender offer must be valid for 180 days. Any offer falling short of the validity period is liable for rejection.

### **7. Completeness of Tender Offer**

The Bidder is expected to examine all instructions, forms, terms, conditions and specification in the Tender Documents. Failure to furnish all information required by the

tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms/ Performa in the tender are not fully furnished.

## 8. Two Bid System Tender

The offers shall be in two separate parts containing Technical and Commercial offers. Two separate sealed envelopes containing the Technical and Commercial offers respectively should be enclosed together in a larger envelope, sealed and super-scribed with the Tender Reference Number and Name of the Bidder. The sealed envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Tender Reference Number.
- Name of Bidder.

### 9.1 ENVELOPE-I (*Technical Offer*)

The Technical offer should be complete in all respects and contain all information asked for, excepting prices. It should not contain any price information.

The Technical Offer must be submitted in an organized and neat manner. No documents, brochures, leaflet, etc. should be submitted in loose form. All the pages of the tender should be numbered and references should be made to these pages if required.

The format for submission of Technical Offer is as follows:

- Index
- Tender Office Form (Annexure A) duly filled in:
- Bidder's Details (Annexure-B)
- Earnest Money Deposit.
- Other relevant documents establishing the Bidder's eligibility to participate in the tender.
- Annexure F

### Documents Establishing Bidders Eligibility and Qualifications

- The Bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualification to perform the Contract as mentioned in Pre Qualification Criteria section.
- The Bidder shall also enclose Certificate/Undertaking that the Bidder has quoted for providing Data Entry Operators for all locations.
- Details of Technical manpower working with the firm, including the total number for the last one year and also including extracts of employees register and details of proof of statutory payments made towards ESI and EPF in respect of these employees should be furnished.

- Letter for acceptance of all Terms and conditions of the Tender document and power of attorney in favor of the person signing the bids.
- The Bidder shall enclose documentary proof of his qualification to the tender in forms P1 and P2.

### **Earnest Money Deposit**

Bidders are required to give a bank Guarantee for Rs. 5,00,000/- (Rupees Five lacs only) as Earnest Money Deposit (EMD) along with their offer only by way of DD payable to Director Agriculture. The DD should be payable at Ranchi.

Unsuccessful Bidder bid security will be discharged/returned to only authorized representative of the organization within 30 days after the expiration of the period of tender offer validity prescribed by Director Agriculture.

The successful Bidder's bid security will be discharged upon the Bidder executing the Contract and furnishing the performance security.

The successful bid after the award of contract will have to submit a performance bank Guarantee of Rs. 50 Lakh within a fortnight after the issue of work order.

The bid security may be forfeited:

- (a) If a Bidder withdraws its tender during the period of Bid validity. or
- (b) In case of a successful Bidder, if the Bidder fails:
  - i. To sign the contract in accordance with the terms and conditions
  - ii. To furnish performance security as specified in the terms and conditions.

## 9.2 ENVELOPE-II (Commercial offer):

The Commercial Offer must be given in a separate sealed envelope. The price bid should not contradict the Technical Offer in any manner.

Bidder should submit their prices only in the Bid Form (Annexure-C) given in the tender, price quoted other than the bid form shall be liable to be rejected. The Bid form must be filled in completely, without any errors, erasures or alternations. The Bid form prices must not contain any conditions. Conditional Bid Form is liable to be rejected.

## 10. Signing of Tender offers:

The original Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder in the Contract. Power-of attorney accompanying the Tender offer shall indicate such authorization. The person or persons signing the Tender Offer shall initial all pages of the Tender Offer, except for laminated printed literatures/Brochures.

The Tender offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the offer shall initial such corrections.

## 11. Erasures or Alterations:

Offers containing erasures or alterations will not be considered. There should be no handwritten material, correction or alteration in the offer. Technical details must be completely filled up. Correct technical information being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable.

Director Agriculture may treat offers not adhering to these guidelines as unacceptable.

## 12. Submission of Tender Offers:

Director Agriculture shall receive sealed Tender offers at the address specified above not later than the time and date specified in the invitation for Tenders offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.



Director Agriculture, may at its discretion, extend this deadlines for submission of offer by amending the Tender Documents, in which case all right and obligation of Director Agriculture and tender previously subject to the deadline will thereafter be subject to the deadline will thereafter be subject to the deadline as extended.

Telex, cable or facsimile offers will be rejected.

### **13. Late Tender Offers**

Any tender offer received by Director Agriculture after the deadline for submission of tender offer prescribed by Director Agriculture pursuant to the clause above, will be rejected and/or returned unopened to the Bidder.

### **15. Preliminary Scrutiny:**

Prior to the detailed evaluation Director Agriculture will determine the substantial responsiveness of each other to the tender documents. For purpose of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Tender documents without material deviations. Director Agriculture determination of an offer's responsiveness is to based on the contents of the tender offer itself without recourse to extrinsic evidence. Director Agriculture will scrutinize the offers to determine whether they complete, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether the offers are in order.

Director Agriculture will reject the tender offer determined as not substantially responsive for such Bidder will not be opened.

Director Agriculture may waive any minor infirmity or irregularly in a tender offer, which does not constitute a material deviation. This shall be binding on all Bidders and Director Agriculture reserves the right of such waivers.

### **14. Clarification of Offers:**

To assist in the scrutiny, evaluation and comparison of offers, Director Agriculture may, at its discretion, ask some or all Bidders for technical clarification of their offer.

The request for such clarification and the response shall be in writing. To speed up the tender process, Director Agriculture at its discretion may ask for any technical clarification to be submitted by means of facsimile by the Bidder. In such cases, original copy of the document describing the technical clarification must be sent to Director Agriculture by means of courier/ in person.

## 16. Short- Listing of Bidders:

Director Agriculture will short-list technically qualified Bidders and commercial offers of only these qualified Bidders will be opened. The Bidder qualification according to the qualification criteria, experience for the job of providing services, and track-record of the Bidder, and compliance of tender conditions and stipulations will form the basis of short-listing.

## 17. Completion of compliance of Tender conditions and Stipulations, Price comparisons:

Director Agriculture will evaluate Technical and commercial offers of Bidders previously short-listed as above and determined to be substantially responsive.

## 18. Technical Evaluation:

The committee constituted by Director Agriculture will do the Technical Evaluation of the tender. The decision of the committee will be final. The Bidders will have to quote for all the items in the price Schedule. A Certificate/ Undertaking has to be produced by the Bidder stating that the Bidder has quoted for all items prescribed in the price schedule. This certificate should be accompanied with the technical offer. **Non- submission of this certificate will be treated in incomplete non-responsive tender and hence will be rejected in the technical scrutiny.**

## 19. Evaluation of commercial Bids:

The commercial bids of only technically successful Bidders will be opened and ranking of the Bidders will be done according to the price quoted. The Bidder with minimum commercial offer i.e. the profit of the vendor will be awarded the contract.

## 20. Right to accept / reject any or all offers:

Director Agriculture reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Director Agriculture action.

## 21. Corrupt or fraudulent Practices:

Director Agriculture requires that the Bidders under this tender observe the highest standard of ethics during the procurement and execution of such contracts, In pursuance of this policy, Director Agriculture defines the terms set forth as follows:

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

- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of Director Agriculture and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive Director Agriculture of the benefits of the free and open competition.
- c) Director Agriculture will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question.
- d) Director Agriculture will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt and fraudulent practices in completing for, or in executing, a contract.

## **22. Signing of Contract:**

At the same time as Director Agriculture notifies the successful Bidder that its tender offer has been accepted Director Agriculture will send the Bidder the contract Form (**Annexure D**) provided in the Tender Documents, incorporating all agreements between the parties.

Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to Director Agriculture.

## Chapter-IV: CONDITIONS OF CONTRACT

### **1. Performance Guarantee**

The performance guarantee should be furnished for an amount of 10% of quoted bid value. The bid value will be calculated on the basis of the price of supply of manpower for the entire project per annum, valid up to 36 months after the date of completion of performance obligations, Security Form (**Annexure E**) provided in the tender documents or in the other format acceptable to the Indenter. Such performance guarantee will be required to be given in the name of Director Agriculture, Govt. of Jharkhand.

The proceeds of the performance guarantee shall be payable to Director Agriculture as compensation for any loss/penalties/ liquidated damages resulting from the service provider's failure to complete its obligations under the contract.

The performance guarantee will be discharged by Director Agriculture and returned to the service provider within 60 days following the date of completion of the service provider's performance obligations after 12 months, including any warranty obligations, if any.

### **2. Support Manpower**

Whatever Technical manpower the service provider will provide to the Government, these will have to be employees of the service provider. All statutory payments to various Government authorities has to be made by the service provider and Director Agriculture will not be responsible for these payments.

EPF, ESI deduction of all employees and submission of Employer's share is also a must. The employees and Director Agriculture must be updated regularly in this regard.

The service provider must provide DEO or replace the DEO in case of unauthorized absence from duty on receiving information about the same from the respective offices/ Director Agriculture.

### **3. Good Conduct of Deployed Personnel:**

The service provider should ensure that the behavior of the deployed personnel deployed by them is decent. The service provider will be held responsible for indecent behavior of its personnel. Such employees, whose behavior is reported against, should be immediately replaced when and such matter is reported.

The service provider should submit the affidavit stating that none of its employees deputed to work under this contract will ask for employment in Government.

If the services provided by Service Provider are found to be unsatisfactory, then this contract can be terminated by Director Agriculture after giving a one month's notice to the service provider.

#### **4. Test of skills by Director Agriculture prior to be deployment**

In order to ensure that the manpower provided by the service provider to the Government Departments posses the required technical qualifications and skills, it shall be open to Director Agriculture to interview and/ or take the written test of the candidate forwarded by the service provider before deployed to the concerned offices.

#### **5. Confidentiality of information:**

As the personnel provided by the service Provider will be deployed to various offices and will have access to the information it is necessary that the Service Provider and the personal maintain strict confidentiality of information. The incidental disclosure of information to Service Provider and its staff is just for carrying out the job assigned and no more. Any violation or attempt of violation may lead to legal action under appropriate law. A declaration to this effect will have to be provided by the Service Provider as well as its staff deployed in various offices.

#### **6. Misuse of Access:**

By the very nature of the work that the deployed personnel will be performing, they will have access to the entire system and all data pertaining to the system including data of financial nature. Any illegal manipulation of data by these personnel will have financial consequences. Therefore, it is essential that these deployed personnel do not take unnecessary advantage of this access provided to him or indulges in any kind of fraud. The Service provider must ensure that none of its deployed personnel or any other staff indulges in any such fraudulent/ illegal activity. The Service Provider shall also be held responsible and criminally liable for any such activity along with the concerned staff in indulging in any such activity. Any such action shall attract penal provision and legal action will be taken against the concerned staff and service provider. Besides, the entire financial cost in case of any such fraud shall be recovered from the service Provider by forfeiting the bank guarantee provided by the Agency/ Provider.

## **7. Contract Cancellation:**

Director Agriculture reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in compliance of clause 2 and 3 above.
- Misuse by Service provider or its staff of the access provided to them of the System.
- Breach by service Provider of any of the terms and conditions mentioned at various places in this tender document.
- In addition to the cancellation of this contract, Director Agriculture reserves the right to forfeit the performance guarantee submitted to Director Agriculture ( in form of Bank guarantee) by the service provider.

## **8. Performance Standards**

The Service provider, within 15 days of requisition/demand from the Agriculture Director will provide the manpower of appropriate category. In case of replacement asked for due to any reason listed above, the service provider will do so within 7 days.

## **9. Payment Terms:**

The payment to the service provider for the manpower deployed will be made centrally by Director Agriculture only. The Service Provider will deploy the manpower as the request given to them by Director Agriculture. Director Agriculture shall not be responsible for payment of the manpower deployed by the service Provider to any issue without the explicit written instruction to that effect by Director Agriculture to the Service Provider.

The payment for the manpower deployed in any month shall be made by Director Agriculture within one month from the date of receipt of invoice/claim to the Service Provider on the basis of the absentee statements of the deployed manpower, In other words, Director Agriculture will be the single window for the Service Provider to make the payments. The payment for the preceding month shall be made by the 10<sup>th</sup> of the next month subject to the receipt of the absentee statement.

## **10. Publicity:**

Any publicity by the Service provider in which the name of Director Agriculture and /or Government is to used should be done only with the explicit written permission of Director Agriculture.

## **11. Resolution of Disputes:**

The matter regarding any dispute shall first be sorted out at the level of Director Agriculture. If the dispute persists and remains unresolved, then it will be entertained, heard & finalized as per the provisions of the Arbitration and conciliation Act, 1996. For this, the Secretary, Agriculture & Cane Development will be the arbitrator.

## **12. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of Ranchi courts only.

**Form P1**  
**Turnover in Manpower Outsourcing**  
**(for a period of last three years)**

Bill No. -----Date of Opening.....Time-----hrs

Name of the Firm-----

Full Address of client Contact Person Phone No.	Description of Service Provided	Value of order(Rupees)	Period of contract	Remarks, Indicating reasons for late delivery, if any	Is the system functioning satisfactory
Total for the year					

Date:-----

Place:-----

Signature of the Bidder



Form P2

Details of registered offices in Jharkhand

Sr. no.	City/ District	Postal Address	Contact Nos.	Service facilities available	No. of Staff	Turn around time to respond

Signature of the Bidder

## Annexure-A

### TENDER OFFER FORM (TOF)

Tender Reference No:----- Date:-----

To: Director Agriculture, Jharkhand, Ranchi

Gentleman:

Having examined the tender documents including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Technical Manpower in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence the services within \_\_\_\_\_(number) days, calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted we will submit a bank guarantee for a sum of Rs.50 Lakh for the due performance of the Contract.

We agree to abide by this tender offer for 120 days and the same 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 offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signanture: \_\_\_\_\_(In \_\_\_\_\_ the  
capacity of: \_\_\_\_\_) \_\_\_\_\_Duly  
authorized to sign the tender offer for and on behalf of

## Annexure-B

### *DETAILS OF BIDDER*

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

	Item	Details/Value
1	Name of the company	
2	Address for Correspondence	
3	Email	
4	Telephone	
5	Fax	
6	Turn over of the company during 2016-17 2015-16 2014-15	

**Annexure C- PRICE BID FORM (Commercial offer)**  
**Tender Reference No. NeGP-**

The price to be quoted for DEO should be as follows

S.No	Particulars	Reference Name	Amount in Rs
1	Basic Pay	(A)	
2	Other Allowances	(B)	
3	Net Pay to DEO(cash in hand)	(C)	
4	Employee's contribution to PF Basic=	(D)	
5	Employee's contribution towards ESI	(E)	
6	Gross Salary (C+D+E)	(F)	
7	Employer contribution to PF of Basic including other statutory charges=	(G)	
8	Employer's Contribution to ESI	(H)	
9	Salary-CTC (F+G+H)	(I)	
10	Profit including all other Taxes, levies and charges other than Service Tax	(J)	
11	Rate inclusive of profit (I+J)	(K)	
12	Service Tax	(L)	
13	Final Quoted Rate (K+L)	(M)	

Note 1: If any changes take place in EPF, ESI or service tax, the same will accordingly be adjusted in future.

Note 2: Unit prices to remains valid for a period of three years from the date of signing of the contract.

Note3: The service provider will have to pay the Employee's contribution to PF & ESI by his accounts. The DEO should get Rs. \_\_\_\_\_ in hand.

SR. No.	Description of Item required	Profit(M1) (Unit rate per man month in Rs)
1	Data Entry Operator	

Rate of Profit (in words): \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place :

Date:

## Annexure D

### CONTRACT FORM (CF)

AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between \_\_\_\_\_ (hereinafter called "the service Provider") of the one part and Director Agriculture of the other part.

WHEREAS the service provider has tendered to Director Agriculture for providing Technical manpower as per the instructions given in the acceptance of Tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Government the sum of \_\_\_\_\_ (Amount of the security in Words and Figures) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in section under heading "Conditions of Contract" and other such conditions forming part of the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ which will hold good during period of this agreement. The following shall be the additional documents that will also form part of this contract:
  - i) Scope of Work of the project.
  - ii) General conditions of Contract.
  - iii) Special Conditions of Contract.
  - iv) Bid price form
  - v) The Bid submitted by the service provider
2. Upon breach by the Service provider of any of the conditions of the agreement, the government may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Service Provider and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by Director Agriculture which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. The Service Provider has placed with a performance Security Deposit for Rs. 50 Lakh as security for compliance with the Service Provider's performance obligations in accordance with contract. Upon the determination of the agreement whether by efflux ion of time or otherwise, the Performance Security Deposit shall after the expiration of 39 months from the date of such determination be returned to the Service Provider but without interest and after deducting there from any sum due by

the Service Provider to the Government under the terms and conditions of the agreement.

4. This agreement shall remain in force until 3 months after the expiry of the contract period.
5. Notwithstanding anything contained herein or in the tender and acceptance forms contained, the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one month's notice in writing without compensating the service Provider.
6. In consideration of the payments to be made by the Department to the Service Provider as herein after mentioned, the Service Provider hereby covenants with the Departments to provide the Technical Manpower and to remedy defects therein conformity in all respects with the provisions of the Contract.
7. Notices in connection with the contract may be given by any gazetted officer authorized by the Government.
8. In witness whereof the said \_\_\_\_\_ has set his hand hereto and Director Agriculture or his authorized representative has on behalf of the Government of Jharkhand affixed his hand and seal thereto the day and year first above written.

Ranchi

Director Agriculture

Contractor

Witness

Witness

ANNEXURE E

PERFORMANCE SECURITY FORM (PSF)

To:  
(Name of Director Agriculture)

WHEREAS \_\_\_\_\_ (Name of Service Provider) hereinafter called "the service provider" has undertaken, purchase of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ 2017 to supply \_\_\_\_\_ (Description of Services) Herein called "the Contract" AND WHEREAS it has been stipulated by you in the said Contract that the Service specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or arguments, any sum within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

## ANNEXURE F

Checklist to be submitted mandatory on a separate page with the Bid. Bids with incomplete information in this form is liable to be rejected.

S.NO	ELIGIBILITY CRITERIA	DOCUMENTS TO BE FURNISHED	PAGE NO.	REMARKS
1	The bidder should be registered as SSI or under Shops and Establishment Act, Company's Act or Partnership Act	Valid Registration Certificates		
2	The Bidder should be registered with Employees State Insurance	Valid ESI Registration Certificate		
3	The Bidder should be registered Employee Provident Fund	Valid EPF Registration Certificate		
4	The Company should have a minimum strength of 350 Data Entry/Computer Operators	Brief CVs of 350 DEOs		
5	The Bidder should have completed similar works of providing Data Entry Operators of 500 man-months(Single/Multiple) order to any Government (State or Central) or to any reputed private sector in any one during the past three financial years.	Work Order of those assignments which has been completed along with works completion certificate to be enclosed		
6	The Bidder should also have an Annual Turnover of 5 crore for supplying manpower	Audited Balance sheet of last three years		
7	The Bidder should have at least one local office in Jharkhand.	Proof of address in Jharkhand		
8	The Bidder should have a valid ISO9001:2008 Certification for providing IT/HR Services	Certificate to be Submitted		
9	The Bidder should have Service Tax Registration	Service Tax Certificate showing that the tax has been paid up to March 2017		



