

OFFICE OF THE DISTRICT AUDIT OFFICER, LOCAL FUND AUDIT, JAIPUR  
AT /PO-CHANDIKHOLE, DIST-JAJPUR.

E-mail Id- daolfalaipur@gmail.com,

\*\*\*\*\*

Letter No. 3641 Dated 24.08.2023

To

The I/C NIC, Jaipur

Sub:- Publication of detailed Tender Call for providing manpower on outsourcing basis to this office in the website of Jaipur District <https://jajpur.nic.in>

Sir,

In inviting a reference to the subject cited above, I am to request you to publish the enclosed detailed Tender Notice along with its terms and conditions for providing the manpower to the District Audit Office (LFA) Jaipur, Chandikhole by manpower service providers in your website <https://jajpur.nic.in> preferably by 31<sup>st</sup> August, 2023.

Your cooperation in this matter is highly solicited.

Yours faithfully,

  
District Audit Officer (LFA)  
Jaipur, Chandikhole

Encl : As mentioned above

OFFICE OF THE DISTRICT AUDIT OFFICER, LOCAL FUND AUDIT, JAJPUR  
AT /PO-CHANDIKHOLE. DIST-JAIPUR . PIN-755044  
E- Mail id - [daolfajajpur@gmail.com](mailto:daolfajajpur@gmail.com)

No. \_\_\_\_\_/DAOJ

Date: \_\_\_\_\_

**SHORT TENDER CALL NOTICE FOR PROVIDING MANPOWER ON OUTSOURCING BASIS**

Sealed tenders with requisite documents are invited from interested reputed Manpower Service Providers having valid GST Registration number for providing one Watchman-cum-Sweeper to the office of the District Audit Officer, LFA, Jajpur, Chandikhole for a period of one year. Details regarding eligibility criteria, terms & conditions and the formats of submission of tender (Technical & Financial bid) are mentioned in the tender document which may be downloaded from the website: <https://jajpur.nic.in> or collected from the District Audit Office(LFA), Jajpur, Chandikhole, Dist – Jajpur, Odisha on any working day. Interested agencies may submit their tenders in sealed envelopes (separately for technical and financial bid) with super-scribing on the top of the master sealed envelope as “**Tender for providing manpower service to the District Audit Office (LFA), Jajpur, Chandikhole, Odisha**”

The tenders should reach the office of the undersigned by **16.09.2023 (till 5.00 P.M)**. The Tenders (Technical Bid) will be opened on **21.09.2023 at 2.00 P.M.** for finalization of Technical Bid. The date and time of opening of Financial Bid will be communicated to eligible tenders after completion of technical evaluation. The undersigned reserves the right to cancel or reject all or any of the Bids without assigning any reason thereof.

Sd/-

District Audit Officer (LFA) Jajpur, Chandikhole

**BID DOCUMENTS**

**FOR**

**Selection of Manpower Service  
Provider for Providing one  
Watchman-cum-Sweeper in the  
Office of the District Audit Officer,  
Jajpur, Chandikhole**

Office  
Jajpur  
Chandikhole

*R*

OFFICE OF THE DISTRICT AUDIT OFFICER, LOCAL FUND AUDIT, JAIPUR  
AT /PO-CHANDIKHOLE, DIST- JAIPUR.  
E-mail Id- [daolfalaipur@gmail.com](mailto:daolfalaipur@gmail.com),  
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**TENDER DOCUMENT**

**IMPORTANT INFORMATION TO THE BIDDER.**

(a)	Availability of tender document	(i) Office of the District Audit Officer(LFA), Jajpur, Chandikhole, Or (ii) website of Jajpur District <a href="https://jajpur.nic.in">https://jajpur.nic.in</a>  From - 01.09.2023 to 15.09.2023 (Upto 1.30 PM)
(b)	Date and time for submission of the Tender documents by speed post/Registered post/courier	Up to 05.00 PM of dt.16.09.2023
(c)	Cost of tender paper	₹100/-
(d)	Earnest money Deposit	₹5,000/- (Cost of tender paper and EMD in shape of DD in favour of District Audit Officer (LFA), Jajpur, Chandikhole to be annexed with the Technical Bid)
(e)	Date, time and venue of opening of Bids	
	(i) Technical Bid	21.09.2023 at 2.00 PM
	(ii) Financial Bids of eligible Tenders	To be communicated after completion of technical evaluation
	(iii) Venue	Office of the District Audit Officer (LFA), Jajpur, Chandikhole, Dist-Jajpur

### SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Audit Officer, LFA, Jajpur, Chandikhole, Dist-Jajpur (DAO) requires the services of reputed & established Manpower Service Providers to provide services of one Watchman-cum-Sweeper on contract basis for day to day official work.
2. The initial period of contract is for 01 (one) year and the contract may be further extended considering the requirement of the office for manpower, subject to satisfactory performance by the outsourced personnel and service provider. The contract may be curtailed/terminated owing to deficiency in service or substandard quality of manpower provided by the selected Manpower Service Provider or because of change in DAO's requirement. The DAO reserves the right to terminate this initial contract at any time after giving 01 (one) month notice to the Service Provider.
3. The estimated cost of the Contract is Rs.1,21,200/- (excluding service charges and statutory dues).
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.5,000/- and Tender paper cost of Rs.100/- along with other valid requisite documents on or before **dt. 16.09.2023 up to 5.00 PM** addressed to the District Audit Officer, LFA, Jajpur, Chandikhole, Dist - Jajpur by **Registered Post / Speed Post / Courier only**. This office will not be responsible for any postal delay.
5. The tender has been invited under two bid system i.e. (i) **Technical Bid** and (ii) **Financial Bid**. The interested bidders are advised to submit two separate sealed envelopes superscribing "**Technical Bid for Providing services of Watchman-cum-Sweeper**" to DAO, LFA, Jajpur & "**Financial Bid for Providing services of Watchman-cum-Sweeper**" to DAO, LFA, Jajpur. Both sealed envelopes should be kept in another sealed envelope superscribing "**Tender for Providing services of Watchman-cum-Sweeper**" to DAO, LFA, Jajpur. The tender should be addressed to "**The District Audit Officer, LFA, Jajpur, Chandikhole, Dist - Jajpur**".
6. **Earnest Money Deposit (EMD)** : The EMD amount of Rs.5,000/-in shape of Demand Draft of any nationalized/ scheduled commercial bank drawn in favour of The District Audit Officer, LFA, Jajpur, Chandikhole, Dist - Jajpur drawn on any scheduled bank at Chandikhole should necessarily be accompanied with the Technical Bid of the service provider.
7. The intending Service providers/bidders are required to enclose self-attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily / outrightly rejected and will not be considered any further:**
  - (a) Registration certificate of the applicant's organization.
  - (b) Documentary proof of the registered office or one of the branch offices of the manpower service provider located in the district of Jajpur.
  - (c) Documentary proof of experience in successful execution of contract for providing manpower services during previous 03 Financial Years i.e. 2020-21, 2021-22 and 2022-23 in providing Manpower services to State Government/ Central Government Departments/PSUs.

- (d) Copy of PAN.
- (e) Copy of GST registration certificate.
- (f) Copies of EPF and ESI registration certificates.
- (g) Copy of valid Contract Labour Licence under the Contract Labour Licence (R&A) Act, 1970.
- (h) Copies of the Audited Statement of Accounts, Balance Sheet, PL account (indicating turnover from supply of man power service) by **Chartered Accountant with UDIN No.** of last 03 Financial Years i.e. 2020-21, 2021-22 and 2022-23.
- (i) Copies of the IT return filed for the last 03 Financial Years i.e. 2020-21, 2021-22 and 2022-23.
- (j) EMD amounting to ₹5,000/- in shape of Demand draft.
- (k) Tender Documents have to be signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidders who meet/qualify the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened during opening of the Financial Bid.

8. The successful bidder has to produce Income Tax Return for the Financial Year 2019-20, 2020-21 and 2021-22, i.e. Assessment Year 2020-21, 2021-22 and 2022-23, up-to-date GST Return Copies, up to date of EPF Electronic Challan Return (ECR) and remittance confirmation slip, Copies of up to date of ESI e-Challan before issue of the work order failing which its offer will be cancelled. Offer will be given to the next successful bidder with the above conditions and so on.
9. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or correction is permitted in the Financial Bid form. In such cases, the tender shall summarily be rejected.** However, corrections, if any, in the Technical Bid must be initialed by the person authorized to sign the tender bids.
11. The Technical bid shall be opened on the scheduled date and time at **2.00 PM on 21.09.2023** in the office of the DAO, LFA, Jajpur, Chandikhole by the Tender Committee in the presence of the representatives of the Service Providers if any, who wish to be present on the spot at that time.
12. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The date, time & place of opening of Financial Bid will be communicated after evaluation of Technical Bid.
13. The DAO, LFA, Jajpur reserves the right to annul all or any of the bids without assigning any reasons thereof.

**QUALIFICATION & EXPERIENCE OF WATCHMAN-CUM-SWEEPER TO BE  
DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER.**

Sl. No.	Name of the post	No. of engagement required on outsourced basis	Minimum Qualification	Experience	Consolidated monthly Remuneration (As per FD circular in relevance)
01	02	03	04	05	06
01	Watchman-cum-Sweeper	One	10 <sup>th</sup> pass	-	Rs.10,100/- per month

1. The persons should be in between 21-50 years of age as on 01.01.2023.
2. The candidates must be able to speak, read and write Odia fluently and must have passed; at least an examination in Odia language equivalent to that of Middle English School Standard conducted by the Board of Secondary Education, Odisha; or the Education Department of Govt. of Odisha or any Board or Council of Secondary Education approved by the Govt. of Odisha in support of passing of Odia Language Test (ME School Standard).



TECHNICAL BID

Annexure-I

For Providing services of Watchman-cum-Sweeper to the office of the  
District Audit Officer, LFA, Jaipur, Chandikhole, Dist - Jaipur

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_
2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ date \_\_\_\_\_ of Rs.  
\_\_\_\_\_ drawn on Bank \_\_\_\_\_
3. Name of Proprietor/ Partner / Director:  
\_\_\_\_\_
4. Full Address of Registered Office:  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. Full Address of Operating / Branch Office:  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
6. Name & Telephone No. of Authorized Officer /  
Person to liaise with Field Office (s): \_\_\_\_\_  
\_\_\_\_\_
7. Banker of Manpower Service Provider (Attach certified copy of statement of  
A/c for the last Three years):  
\_\_\_\_\_  
Telephone Number of Banker:- \_\_\_\_\_
8. PAN (Attach attested copy): \_\_\_\_\_
9. GST Registration No. (Attach attested copy): \_\_\_\_\_
10. E.P.F. Registration No. (Attach attested copy): \_\_\_\_\_
11. E.S.I. Registration No. (Attach attested copy): \_\_\_\_\_

12. Valid Contract Labour License (Attach attested copy) : \_\_\_\_\_
13. Financial Annual Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years. (As per Chartered Accountant Audit Report/Balance sheet/P&L account).

Financial Year	Amount (in lakhs)	Remarks, if any
2020-21		
2021-22		
2022-23		

14. Additional information, if any (Attach Separate Sheet if space provided is insufficient):
15. Give details of the major similar contracts for successful execution of contract towards providing manpower services in Govt./Central Govt./PSU during the last 03 (three) Financial years i.e. 2020-21, 2021-22 and 2022-23 in the following format along with the documentary proof.  
(if the space provided is insufficient, a Separate Sheet may be attached)

Sl No.	Name of Client address, Telephone & Fax No.	Manpower Service Provided		Amount of contract	Duration of Contract	
		Type of manpower services provided	No.		From	To

The supporting documents duly authenticated by the competent authority of the client organization shall be attached.

16. Additional information, if any (Attach Separate Sheet, if required):

Date:

Signature of Authorized Person

Place:

Name:

Seal :

**Declaration**

1. I, Shri \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ Proprietor /Director/ Authorized Signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Name:

Seal :



FINANCIAL BID

For Providing services of Watchman-cum-Sweeper to the office of the District Audit Officer, LFA, Jajpur, Chandikhole, Dist - Jajpur

1. Name of Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl No.	Manpower Type	Monthly Rate per Employee						
		Monthly Consolidated Remuneration *	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge **	GST as applicable	Total per person
1	2	3	4	5	6	7	8	9
1	Watchman-cum-Sweeper	Rs.10,100/-						

\* The monthly consolidated remuneration of the services of personnel under the bid should not be less than the above prescribed remuneration per month.

\*\* The minimum service charges shall be 3.85% and should not exceed 7% in any case.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

Notes:

1. The total rates quoted by the agency should be inclusive of all statutory / taxation liabilities in vogue.
2. The payment shall be made on conclusion of the calendar month only on the basis of bill to be submitted in duplicate within first week of succeeding month.



3. The rate of EPF employer share & ESI employer share under Col. 4 & 5 should be quoted as per actual amount to be deposited through e-challan (per individual) in accordance with EPF & ESI norms.
4. The Employer contribution under EPF (Employer share) at column no.4 are payable as per EPF guidelines in vogue.
5. Similarly, the Employer contribution under ESI (Employer share) at column no.5 are payable as per the rules under ESI Act, in vogue.
6. Service charges to be quoted at sl.No.7 should not be less than 3.85% of the amount quoted under column No.3 (monthly basic remuneration).
7. GST is to be calculated as per existing rate. DAO, LFA, Jajpur reserves the right to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI & GST etc. while determining the lowest - 01 (L1) bidder during evaluation. In this regard, the decision of the DAO is final and binding upon all the bidders.
8. In case, any tie or equal amount of price quotation occurs among more than one number of L1 bidders, then selection of L1 bidder will be decided by taking into consideration the highest average turnover of the said bidders during previous three Financial Years i.e.2020-21, 2021-22 and 2022-23.

## TERMS & CONDITIONS OF TENDER

### GENERAL

1. The Agreement shall commence for a period of one year from the date of engagement of Watchman-cum-Sweeper in o/o the DAO, LFA, Jajpur unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of DAO.
2. The Agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the manpower service provider and the Authority.
3. The Agreement may be extended, on the same terms & conditions and price or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the DAO.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the DAO.
5. The manpower service provider will be bound by the details furnished by it to the DAO while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the manpower service provider.
7. The personnel deployed shall be required to perform duty for 08 hours a day as assigned by the In-charge Officer in o/o the DAO, LFA, Jajpur. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of the O/O the DAO, LFA, Jajpur so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in the O/O the DAO, LFA, Jajpur shall be that of the manpower service provider and the O/O the DAO, LFA, Jajpur will in no way be liable. It will be the responsibility of the manpower service provider to pay to the personnel deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the O/O the DAO, LFA, Jajpur.
10. The manpower cost shall be paid monthly basis on actual days of working as per the work certificate furnished by O/O the DAO, LFA, Jajpur. No overtime charges will be entertained. The monthly acquaintance roll along with the bank account transfer copy in respect of payment to the personnel & monthly ECR challans (EPF & ESI) copies are to be submitted on regular basis during submission of monthly bills.



11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The personnel deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the O/O the DAO, LFA, Jajpur.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The O/O the DAO, LFA, Jajpur shall in no way be responsible for settlement of such issues whatsoever. In case the grievance of the deployed personnel is not attended to by the manpower service provider, the deployed personnel can place their grievance before a joint committee consisting of a representative of the O/O the DAO, LFA, Jajpur and authorized representative of the manpower service provider.
13. The O/O the DAO, LFA, Jajpur shall not be responsible for any financial loss or any injury to any personnel deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The personnel deployed shall not claim any benefit or compensation or regularization of deployment with the O/O the DAO, LFA, Jajpur under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall submit copy of the valid labour contract licence obtained from the concerned authority.
18. The manpower service provider shall provide a substitute having equivalent academic qualification & experiences well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for timely deposit of contributions towards EPF and ESI with the concerned authority whatever applicable.
19. The personnel deployed by the manpower service provider should have good police records and no criminal case should be pending against him.
20. The personnel deployed should be polite, cordial and efficient while undertaking the



assigned work. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

21. The manpower service provider should not have been declared black listed by the Central Government/State Governments/PSUs. The agency should furnish an undertaking to this effect in the prescribed format at **Annexure-IV**.

#### **LEGAL**

22. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the above personnel deployed in the O/O the DAO, LFA, Jajpur. The O/O the DAO, LFA, Jajpur shall have no liabilities in this regard.
23. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the O/O the DAO, LFA, Jajpur to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the O/O the DAO, LFA, Jajpur, Bhubaneswar.
24. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the O/O the DAO, LFA, Jajpur or anyother authority under law.
25. The tax deduction at source(T.D.S) shall be done as per the relevant provisions of the Income Tax Act & GST Act, as amended from the time to time and certificate to this effect shall be provided by the O/O the DAO, LFA, Jajpur.

**\*Note : Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider.**

26. In case the manpower service provider fails to comply with any liability under appropriate law and as a result thereof, the O/O the Djstrict Audit Officer, LFA, Jajpur is put to any loss/obligation, monetary or otherwise the O/O the District Audit Officer, LFA, Jajpur will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent of the loss or obligation in monetary terms.
27. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The O/O the District Audit Officer, LFA, Jajpur will have no liability towards non-payment of remuneration to the persons deployed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the O/O the District Audit Officer, LFA, Jajpur concerned by the persons deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

#### **FINANCIAL**

28. The technical bid should be accompanied with an earnest money deposit (EMD),



refundable without interest, drawn in any Nationalized Bank/Scheduled Bank in favour of District Audit Officer, LFA, Jajpur, Chandikhole, Payable at Chandikhole failing which the tender shall be rejected outrightly.

29. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing of order, the EMD shall stand forfeited without giving any further notice.
30. The successful Tenderer will have to deposit a Performance security deposit of an amount equivalent to 5% of the annual contract value only in form of Bank draft in favour of District Audit Officer, LFA, Jajpur payable at Chandikhole at the time of award of the contract.
31. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
32. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in triplicate).
33. The claim in bills regarding Employees' State Insurance, Employee Provident Fund, GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DAO, LFA, Jajpur.
34. The total rates quoted by the agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
35. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by manpower.
36. The rate of EPF employees share & ESI employees share under Col. 4 & 5 of the financial bid should be quoted as per actual amount to be deposited through e-chalan (ECR) in accordance with EPF & ESI norms.
37. The service charges quoted at sl.No.7 on the notes of the financial bid should not be less than 3.85% of the amount quoted under column No.3 (monthly basic remuneration).
38. TDS (IT) & TDS GST as per Income Tax Act & GST Act, will be deducted from the gross bill amount.
39. EPF, ESI, GST is to be calculated as per existing rules. The DAO, LFA, Jajpur is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST rate while determining the lowest - 01 (L1) bidder. In this regard the decision of the DAO, LFA, Jajpur is final and binding on all the bidder.

40. In case, any tie or equal amount of price quotation occurs among more than one number of L1 bidders, then selection of L1 bidder will be decided by taking into considerations the highest average turnover of the said bidders during previous three Financial Years i.e. 2020-21, 2021-22 and 2022-23.
41. The Employer contributions under EPF (Employer share) at column no.4 are payable as per EPF guidelines in vogue.
42. Similarly, the Employer contributions under ESI (Employer share) at column no.5 are payable as per the rules under ESI Act in vogue.
43. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
44. The Authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
45. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher Authority or controlling officer for decision and the same shall be binding on all parties.
46. All disputes shall be under the jurisdiction of the court at Chandikhole where the headquarters of O/O the DAO, LFA, Jajpur is located.
47. The successful bidder will enter into an agreement with the DAO, LFA, Jajpur for supply of suitable manpower as per requirement of DAO, LFA, Jajpur on the above terms and condition.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF WATCHMAN-CUM-SWEEPER IN THE OFFICE OF THE DISTRICT AUDIT OFFICER, LFA, JAJPUR, CHANDIKHOLE**

1. Detail of information of Watchman-cum-Sweeper shortlisted by agency for deployment in the O/O the District Audit Office, LFA, Jajpur will be submitted containing date of birth, marital status, address, educational qualifications etc.
2. Bio-data.
3. Work experience, if any.
4. Police verification certificate.
5. Any other document considered relevant.

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**AGREEMENT**

MEMORANDUM OF AGREEMENT made on this ..... day of ..... Two Thousand Twenty Three.

**BETWEEN**

The District Audit Officer, Local Fund Audit, Jajpur (hereinafter referred to as "**Authority**") having its Office at Chandikhole, Dist - Jajpur on the one part (**1<sup>st</sup> Party**)

**AND**

M/s.....represented through ..... having its Office at ..... hereinafter referred to as "**Manpower Service Provider**" which term or expression, unless excluded by or repugnant to the contract or meaning thereof, include its successors, executors, administrators, representative and assign on the other Part. (**2<sup>nd</sup> Party**)

Whereas, the "Authority" desired that the services of one Watchman-cum-Sweeper is required by The District Audit Officer, Local Fund Audit, Jajpur.

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

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

**Now this agreement witnesses as below: -**

1. That the ANNEXURE containing the terms and conditions shall be deemed to form and to be read and constructed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as Watchman-cum-Sweeper since the same are required by the District Audit Officer, Local Fund Audit, Jajpur at Chandikhole in conformity with the provisions of the terms & conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said terms & conditions.
4. That in the event of any dispute that arises, shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid for a period of one year from ..... to .....

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

*Signature of the officer authorized to sign on behalf of Manpower Service Provider*

*Signature of the authorized officer to sign on behalf of District Audit Officer, LFA, Jajpur*

Witness

Witness

1. Name:.....  
Address:.....
2. Name:.....  
Address:.....

1. Name:.....  
Address:.....
2. Name:.....  
Address:.....

1. Case

Name: .....  
Address: .....  
Name: .....  
Address: .....



**ANNEXURE TO THE AGREEMENT**

**TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence for a period of one year from the date of engagement of Watchman-cum-Sweeper in the O/O the District Audit Officer, LFA, Jajpur unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements in the O/O the District Audit Officer, LFA, Jajpur.
2. The Agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the manpower service provider and the Authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The Authority reserves the right to terminate the agreement during initial period also after giving one-month notice to the manpower service provider.
7. The personnel deployed shall be required to perform duty for 08 hours a day as assigned by the In-charge Supervising Officer. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of the O/O the District Audit Officer, LFA, Jajpur so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in the the O/O the District Audit Officer, LFA, Jajpur shall be that of the manpower service provider and the the O/O the District Audit Officer, LFA, Jajpur will in no way be liable. It will be the responsibility of the manpower service provider to pay to the persons deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the O/O the District Audit Officer, LFA, Jajpur.
10. The manpower cost shall be paid on monthly basis as per actual days of working and in accordance with the work/performance certificate furnished by the concerned officer

in charge the O/O the District Audit Officer, LFA, Jajpur. No over time charges will be entertained by the O/O the District Audit Officer, LFA, Jajpur. The monthly acquaintance roll along with the bank account statement reflecting payment to the outsourced personnel & monthly ECR copies (EPF & ESI) are to be submitted.

11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim/benefits whatsoever entitled to a regular employee against the the O/O the District Audit Officer, LFA, Jajpur.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The O/O the District Audit Officer, LFA, Jajpur shall in no way be responsible for settlement of such issues whatsoever. In case the grievance of the deployed person is not attended to by the manpower service provider, the deployed person can place their grievance before a joint committee consisting of a representative of the O/O the District Audit Officer, LFA, Jajpur and authorized representative of the manpower service provider.
13. The O/O the District Audit Officer, LFA, Jajpur shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement in its expiry or otherwise the person deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The persons deployed shall not claim any benefit or compensation or regularization of deployment with the O/O the District Audit Officer, LFA, Jajpur under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, EPF Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall submit copy of the valid labour contract licence obtained from the concerned Authority.
18. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.

19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them. A police verification certificate to this effect has to be submitted by the man power service provider.
20. The person deployed should be polite, cordial and efficient while undertaking the assigned work. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed at the time of deployment.
21. The manpower service provider shall be responsible for compliance of all statutory provisions relating to monthly basic remuneration to personnel deployed in the O/O the District Audit Officer, LFA, Jajpur. The O/O the District Audit Officer, LFA, Jajpur shall have no liabilities in this regard.
22. The manpower service provider shall also be liable for depositing all taxes i.e. IT & GST along with EPF & ESI contributions etc. to the concerned statutory authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the O/O the District Audit Officer, LFA, Jajpur.
23. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the O/O the District Audit Officer, LFA, Jajpur or any other authority under law.
24. The tax deduction at source (T.D.S) shall be done as per the provisions of the Income Tax Act & GST Act, as amended from the time to time and certificate to this effect shall be provided by the O/O the District Audit Officer, LFA, Jajpur.
25. In case, the manpower service provider fails to comply with any liability under appropriate law and as a result thereof or the O/O the District Audit Officer, LFA, Jajpur is put to any loss/obligation, monetary or otherwise, the O/O the District Audit Officer, LFA, Jajpur will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of deployed personnel and non-payment of statutory dues of the personnel. The O/O the District Audit Officer, LFA, Jajpur will have no liability towards non-payment of remuneration to the person deployed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the O/O the District Audit Officer, LFA, Jajpur by the persons deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. The Second Party agreed to deposit a Performance security deposit of an amount equivalent to 5% of the contract value only in form of Bank draft/Bankers cheque drawn in favour of the District Audit Officer, LFA, Jajpur, Payable at Chandikhole.
28. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.



29. The manpower service provider will be responsible for payment of consolidated remuneration to the personnel deployed by them within seven days of end of the calendar month or furnishing of absentee certificate from this office, whichever is earlier. The Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in triplicate). There after it shall be reimbursed by the O/O the District Audit Officer, LFA, Jajpur after due verification.
30. The claim in bills regarding employees' state insurance, provident fund, GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the O/O the District Audit Officer, LFA, Jajpur.
31. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by the personnel after furnishing of a certificate by the O/O the District Audit Officer, LFA, Jajpur to this effect.
32. The rate of EPF employees share & ESI employees share under Col. 4 & 5 of the financial bid should be quoted as per actual amount to be deposited by the 2<sup>nd</sup> party through e-challan in accordance with EPF & ESI norms.
33. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
34. The Authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
35. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for decision and the same shall be binding on all parties.
36. In the event of any revision in the consolidated remuneration of the outsourced personnel by the Govt. of Odisha, the same will be applicable on the remuneration of the personnel engaged in the O/O the District Audit Officer, LFA, Jajpur, without any incremental effect on the service charge of the manpower service provider agency.
37. All disputes shall be under the jurisdiction of the court at Chandikhole where the headquarters of the O/O the District Audit Officer, LFA, Jajpur is located.



**Annexure-IV**

**DECLARATION BY THE BIDDER REGARDING BLACKLISTING/ NON-  
BLACKLISTING FROM TAKING PART IN GOVT. TENDER**

**(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S-----hereby declare that the firm/company namely M/S .....has not been blacklisted or debarred in the past by any Department of Govt. of Odisha/Govt. of India/PSU or any Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S-----hereby declare that the firm/company namely M/S .....was blacklisted or debarred by any Department of Govt. of Odisha/Govt. of India/PSU or any Government organization from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on ----- and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by the O/O the District Audit Officer, LFA, Jajpur, and EMD/SD shall be forfeited.

In addition to the above the O/O the District Audit Officer, LFA, Jajpur will not be responsible to pay the bills for any completed / partially completed work.

Signature .....

Name .....

Capacity in which as signed:

Name & address of the firm: .....

Place -

Date -

Signature of Bidder with seal.  
(Seal of the firm should be Affixed.)

