

**OFFICE OF THE DISTRICT AUDIT OFFICER,LFA,BOUDH.**

Master Lane, In front of Hanuman Mandir, Near R.I. Office. PIN-762014.  
E-mail ID: daoboudh2015@gmail.com

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**No.01/2020-21**

**Date:29.01.2021**

**Tender Notice for award of contract for providing of services of Peon to the District Audit Office, LFA,Boudh for a period of one year.**

Sealed tender are invited from reputed manpower agencies/ service providers to provide the services of peon for a period of one year through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website [www.boudh.nic.in](http://www.boudh.nic.in) or obtained in person from the District Audit ,LFA,Boudh on any working day from 05.02.2021 to 15.02.2021 between 11.00AM to 4.00PM. The last date and time for submission of Tender document is 22.02.2021 by 5.00 PM.

  
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**Tender Document**

**For providing Services of Peon to the District Audit Office,  
LFA, Boudh by a Private Manpower Service Provider**

(a) Period of issue of Tender Document	05.02.2021 to 15.02.2021
(b) Last Date and time for submission of Tender Document	22.02.2021 by 5.00 PM
(c) Date and time for opening of (i) Technical Bids (ii) Financial Bids of eligible Bidders	25.02.2021 by 11.30 AM 25.02.2021 by 3.30 PM
(d) Likely date for commencement of deployment of required manpower	01.03.2021

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Audit Office, LFA, Boudh under Finance Department requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of Peon on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 01.03.2021 and would continue till 28.02.2022. The period of the contract may be further extended beyond 28.02.2022 provided the requirement of the Department for manpower persists at that time or may be curtailed/terminated before 28.02.2022 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Department has tentative requirement for two nos of Peon. The requirements may increase/decrease.
4. The estimated cost of the contract is Rs.2,28,048/- & statutory dues if any.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.2280/- along with cost of tender paper of Rs 2000/- and other requisite documents by **22.02.2021 upto 5.00 PM at District Audit Officer, LFA, Boudh, Master Lane, In front of Hanuman Mandir, Near R.I. Office. PIN-762014.** No exemption can be entertained.
6. The various crucial dates relating to "**Tender for Providing Manpower Services to the District Audit Office, LFA, Boudh**" are cited as under:

(a) Period of issue of Tender Document	05.02.2021 to 15.02.2015
(b) Date and time for submission of Tender Document	:22.02.2021 by 5.00 PM
(c) Date and time for opening of (i) Technical Bid (ii) Financial Bids of eligible Tenders and selection	:25.02.2021 by 11.30AM :25.02.2021 by 3.30.PM
(d) Likely date for commencement of Deployment of required manpower	01.03.2021

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to the District Audit Office, LFA, Boudh**" and "**financial Bid for Providing Manpower Services to the District Audit Office, LFA, Boudh**". Both sealed

envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services to the District Audit Office, LFA, Boudh"**.

8. The Earnest Money Deposit (EMD) of Rs. 2280/- (refundable without interest) AND cost of tender paper amounting to Rs 2000/- (non-fundable) should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/ Pay Order drawn in favour of **the District Audit Office, LFA, Boudh failing which the tender shall be rejected summarily.**
9. The successful tenderer will have to deposit a Security Deposit (i.e. one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the District Audit Office, LFA, Boudh and Performance Security Deposits if required in the form of Bank Guarantee from any Nationalised Bank drawn in favour of the District Audit Office, LFA, Boudh covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out right rejected and will not be considered any further:**
  - (a) Registration certificate of the applicant organisation;
  - (b) Copy of PAN card;
  - (c) Copy of the IT return filed for the last three financial years;
  - (d) Copies of EPF and ESI certificates;
  - (e) Copy of the Service Tax Registration certificate;
  - (f) Certified extracts of the Bank Account containing transactions during last three years.
11. **The conditional bids shall not be considered and will be outrightly rejected in very first instance.**
12. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. **No over writing or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date and time at **11.30AM on 25.02.2021** in the office room of **District Audit Office, LFA, Boudh** in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at **3.30 PM on 25.02.2021** in the office room of **District Audit Office, LFA, Boudh** in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the Department reserves the right to annual all bids without assigning any reason.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MAN  
POWER SERVICE PROVIDER**

1. The tendering man power service provider should fulfill the following technical specifications:
  - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/Office. Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
  - (b) They should be registered with the appropriate registration authority;
  - (c) They should have at least **three years** experience in providing manpower to Government Departments, Public Sector Companies/Banks, etc;
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income Tax and Goods and Service Tax Departments;
  - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
  - (h) Minimum turn-over requirement Rs.10 lakhs.
  - (i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**

**By the successful man power service provider      In the  
District Audit Office, LFA, Boudh**

1. She/he should be above 18 years of age and not exceeding 40 years and should have a sound health and mind .
2. The Minimum Educational Qualification for Peon will be of High School standard.

**APPLICATION– TECHNICAL BID**  
**For Providing Manpower Services to District Audit Office, LFA, Boudh.**

1. Name of the 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: -----  
-----  
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Telephone No.: .....

Fax No. : .....

E-Mail Address : .....

5. Full address of Operating/  
Branch Office : .....

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Telephone No.: .....

Fax No. : .....

E-Mail Address : .....

6. Name & telephone no. of : .....

Authorised officer/ person  
To liaise with Field Office(s)

7. Bank of the Manpower Service Provider: .....

(Attach certified copy of statement of  
A/c for the last three years)

Telephone Number: .....

Of Banker

8. PAN No. : .....

(Attach attested Copy)

9. Goods and Service Tax Registration No.: .....

(Attach attested Copy)

10. E.P.F.RegistrationNo.: .....  
(AttachattestedCopy)

11. E.S.I.RegistrationNo.: .....  
(AttachattestedCopy)

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

FinancialYear	Amount(Rs.Lacks)	Remarks,ifany
2017-18		
2018-19		
2019-20		

13. Additional information,if any:

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached):

Sl. No	Name of client, address,teleph one & Fax No.	Manpower services provided		Amount of contract(R s. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	to

15. Additional information, if any(Attachseparatesheet,ifrequired )

Date:  
Place:

Signature of authorised  
personName:  
Seal:

## **DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/ \_\_\_\_\_ /  
Wife of Shri \_\_\_\_\_ Proprietor/Director/ Authorised signatory  
of the Service Provider, mentioned above, am 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:  
Place:

Signature of authorised person  
Full Name:  
Seal:

**APPLICATION-FINANCIAL BID**  
**For Providing Manpower Service to District Audit Office,**  
**LFA, Boudh**

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

Sl. No.	Manpower Type	Monthly Rate per person					Total per person (Monthly remuneration and other statutory dues)
		Basic rate of remuneration	EPF (13 % or as applicable)	ESI ( 4.75 % or as applicable)	Service charge ( as per service provider)	GST (18%)	
1.	Peon	8070	1049	383			

Date:  
Place

Signature of authorised person  
Full Name:  
Seal:

**Notes:**

1. The total quoted rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

## TERMS&CONDITIONS

### GENERAL

1. The Agreements shall commence from 01.03.2021 and 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.
2. The Agreement shall automatically expire on 28.02.2022 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions /modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Department, at present has tentative requirement of two nos of Peon on urgent basis. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. 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 a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the District Audit Officer, LFA, Boudh or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M. and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so

that optimal services of the persons deployed could be availed without any disruption.

12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim what so ever like employer and employee relationship against the Department or Office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues what soever. In case the grievances of the deployed person are 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 Department or Office concerned and an authorised representative of the Manpower Service provider.
15. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
16. 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.
17. In case of termination of this Agreement on its expiry or other wise, 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.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.\*

20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her 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, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

### **LEGAL**

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned 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.

29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

### **FINANCIAL**

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **(Rupees 1% of the contract value) along with cost of tender paper of Rs 2000/-** (non-refundable) in the form of Demand Draft / pay Order drawn in favour of **District Audit Officer, LFA, Boudh, failing which the tender shall be rejected outrightly.** No exemption will be entertained.
31. 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 the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tenderer will have to deposit a security amount (i.e. one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the **District Audit Officer, LFA, Boudh** covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
33. The successful tenderer will have to deposit a Performance Security Deposit if required in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. **The amount of performance security deposit is to be determined by the Authority taking in to account the contractual obligation of the manpower service provider.**
34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

36. The claims in bills regarding Employees State Insurance, Provident Fund and Goods & Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
37. 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 the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
38. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
39. 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 his decision and the same shall be binding on all parties.
40. All disputes shall be under the jurisdiction of the court at the place where the head quarters of the authority, who has executed the agreement, is located.
41. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.
42. The bidder should not quote unrealistic amount towards service charges which will be liable for rejection.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application–Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of GST registration certificate;
7. Attested copy of the P.F. registration letter/certificate;
8. Attested copy of the E.S.I. registration letter/certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages..... in tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in this Department, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.