



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4598032
Dated/दिनांक : 07-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-02-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-02-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Indian Audit And Accounts Department
Organisation Name/संगठन का नाम	Accountant General(a&e)-i, Maharashtra, Mumbai
Office Name/कार्यालय का नाम	Principal Accountant General (a&e)-1
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	150 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण

Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Assistant Accounts Officer
Principal Accountant General (a&e)-1, Indian Audit and Accounts Department, Accountant General(A&E)-I,
Maharashtra, Mumbai, Comptroller and Auditor General (CAG) of India
(Amit Yadav)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Scope of work & Job description:**[1707308087.pdf](#)**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1707308100.pdf](#)**Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator (10)**

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Designation	Data Entry Operator

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Revathi Ganesh	400020,Office of the Principal Accountant General A&E-1 Maharashtra Mumbai, 2nd Floor Pratishtha Bhavan New Marine lines, M.K Road Mumbai.	10	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 915 • Bonus (INR per day) : 0 • EDLI (INR per day) : 4.575 • EPF Admin Charge (INR per day) : 4.575 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 29.7375 • Provident Fund (INR per day) : 109.8 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

8. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

9. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to

exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



SUPREME AUDIT INSTITUTION OF INDIA
सर्वोच्च न्यायालय
Dedicated to Truth in Public Interest

भारतीय लेखापरीक्षा और लेखा विभाग
INDIAN AUDIT & ACCOUNTS DEPARTMENT

महालेखाकार का कार्यालय (लेखा व हकदारी)-I, महाराष्ट्र
OFFICE OF THE ACCOUNTANT GENERAL (A&E)-I, MAHARASHTRA

2 री मंजिल, प्रतिष्ठा भवन, न्यू मरीन लाईन्स
101, महर्षि कर्वे मार्ग, मुंबई - 400 020
दूरध्वनी: (022) 2203 9689 फ़ैक्स: 2208 6884
Email: agaeMaharashtra1@cag.gov.in

2 nd Floor, Pratishtha Bhavan, New Marine Lines
101, Maharshi Karve Road, Mumbai - 400 020
Tel: (022) 2203 9680 Fax: 2208 6884
Website: <https://cag.gov.in/ae/mumbai/en>

TO WHOMEVER IT MAY CONCERN

The government of India, Ministry of labour & Employment, Office of the Chief Commissioner (C) New Delhi vide Order No: F.No.1/8(3)/2023-LS-II dated 26-09-2023 revised the rate of Variable Dearness Allowance on the basis of average Consumer Price Index & shall be payable from 01-10-2023 for Skilled Worker under A category city Rs 278. Therefore, the minimum rates of wages showing the basic rates and variable dearness allowances payable with effect from 01-10-2023 will be for Skilled Worker under A category city $637+278= 915$.

Uthainabadi
7/2/24

Senior Accounts Officer/ Admn-I

**OFFICE OF THE ACCOUNTANT GENERAL (A&E)-I,
MAHARASHTRA, MUMBAI-400020.**

No. Admn-I/Outsourcing/DEO/2024-25/1381

Date: 07-02-2024

BID DOCUMENT
(Scope of work and Special Conditions of Contract)

**FOR SELECTION OF AGENCY FOR PROVIDING HIRED MAN
POWER SERVICES (SKILLED,) TO WORK AS DEO IN THE OFFICE
OF THE ACCOUNTANT GENERAL(A&E)-I, MUMBAI**

TENDER NOTICE

Office of the Accountant General (A&E)-I, Maharashtra, Mumbai, invites quotations from service provider agencies/firms **only from Mumbai, Navi Mumbai and Thane (Mumbai Metropolitan Region)** having valid Local registration certificate for hiring of **10 (Ten)** persons through outsourcing, for Data Entry Related work in this office building at Pratishtha Bhavan, M.K.Road, Mumbai-400 020.

Uthainabadi
2/2/24

Sr. Accounts Officer /Admn-I

ANNEXURE-1

BID SUBMISSION FORM

(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

LETTER OF BID

To

**The Senior Accounts Officer
Administration-I Section
Office of the Accountant General (A&E)-I
Maharashtra, Mumbai 400020.**

Ref: Invitation for Bid Document No.

We, the undersigned, declare that:

1. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
2. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
4. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
5. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours Sincerely,

Authorised Signatory

(Authorised persons shall attach a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Bidder's letterhead)

ANNEXURE-2

INSTRUCTIONS TO THE BIDDERS

Sub: - Notice Inviting Tender for “Outsourcing of Personnel for DEO related functions from agencies under Mumbai Metropolitan Regions (MMR)”

1. The office of the Accountant General (A&E)-I, Maharashtra, shall be hiring 10 personnels for Data Entry Work related functions at Pratishtha Bhavan, M.K.Road, Mumbai-400020.
2. Details of DEO related duties

Typing, Data entry, the making of statement of Day to Day official work, Physical maintenance of Records of section, all clerical work in the section, maintenance of files/registers.

The persons employed should work on all days except Sundays. In case of intimated leave/absence of any of the deployed persons, the agency should make available alternate manpower arrangement.

3. Parties: The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “Office of the Accountant General (A&E)-I, Maharashtra, Mumbai”.

4. GENERAL TERMS AND CONDITIONS:

- i. The Agency shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.
- ii. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in this office and wages book may be maintained by the Agency in respect of each personnel.
- iii. The quoted rates shall not be less than the minimum wages of central government and shall include all statutory obligations. The rates quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI Contribution, insurance, etc. The offer of the Agency which does not abide by the minimum wages Act, as notified by central government on the date of submitting of tender will be out rightly rejected.
- iv. The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by central government per month. The payment should be made to the staff through ECS (Electronic Clearing Service) and a record of that should be kept in a register which may be examined by this office at any time. In case of ESI, EPF to individual employees, the Agency shall produce original challans/receipts to this office for the records.
- v. The Agency shall be responsible for engaging adequately trained manpower required for providing good Service in this office.
- vi. The employees of the Agency should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases.

Medical certificate in respect of fitness of guards/employees deputed may be produced.

- vii. The Agency will, prior to the commencement of the operation of contract, make available to this office the particulars of all the employees who will be employed: such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees should be enclosed.
- viii. The Agency shall be responsible for the payment of wages and allowances as per Minimum Wages Act in force and all statutory dues to the persons employed by him for providing the Services. The Agency shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligation. Further the Agency shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel, the Agency shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against THIS OFFICE, the Agency shall be required to reimburse to THIS OFFICE any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. THIS OFFICE shall also have the right to deduct these amounts from the payment due to the Agency while releasing the payments.
- ix. In case of any theft or pilferages, loss or others offences, the Agency will investigate and submit a report to THIS OFFICE and maintain liaison with the Police. FIR will be lodged by THIS OFFICE, wherever necessary. If needed joint enquiry comprising of both the parties shall be conducted and responsibility may be fixed.
- x. In case of any loss that might be caused to THIS OFFICE due to lapse on the part of personnel discharging security responsibilities will be borne by the Agency and in this connection, THIS OFFICE shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to THIS OFFICE besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Agency, THIS OFFICE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- xi. THIS OFFICE may terminate the contract of the Agency without any notice in case the Agency commits a breach of any of the terms of the contract. THIS OFFICE's decision that a breach has occurred will be final and shall be accepted without demur by the Agency.
- xii. The Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws in force in the State of (based on the location of THIS OFFICE Centre).
- xiii. THIS OFFICE shall in no way be responsible for any default with regard to any statutory obligation and the Agency will indemnify THIS OFFICE in

case of any damage or liability, which may arise on account of action of Agency.

- xiv. The Agency shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the residents, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the Agency is unsatisfactory, the Agency shall have to remove the person concerned and engage a new one. The decision of the Designated Officer in this regard shall be final and binding on the Agency.
- xv. THIS OFFICE is not bound to provide any mode of transport in respect of personnel required for the contract.
- xvi. All statutory obligations under various laws from time to time will have to be met by Agency for which payment shall be made to him during the contractual period, as per Minimum Wages Act.
- xvii. The Agency shall at all times indemnify the owner and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/or property or person of any sub-contract and or the servants or agents of the Agency any sub- Agency (s) and or the owner and the Agency shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
- xviii. The payment shall be released on monthly basis after satisfactory completion of the services. The bills should be accompanied by same certificate as THIS OFFICE may prescribe from time to time for proof of payment to workers and statutory liabilities. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.
- xix. As per THIS OFFICE policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.
- xx. The workmen employed by the Agency shall be directly supervised and controlled by the Agency, and shall have no relation whatsoever with this office. THIS OFFICE shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against THIS OFFICE for service or regularization of services by virtue of being employed at THIS OFFICE against any temporary or permanent posts at THIS OFFICE.
- xxi. The Agency shall be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt. from time to time.) Companies Act, Tax Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not

essentially enumerated and defined herewith or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to THIS OFFICE each month along with claim for payment.

- xxii. The Agency shall be responsible for proper discipline of the employees engaged by him and their work, besides observing other obligations.
- xxiii. Decision of THIS OFFICE with regard to interpretation of the terms and conditions shall be final and binding on the Agency.

5. SCOPE OF WORK

- i. The working hours will normally be from **09.30 am to 6.00 pm daily, with ½ hr lunch break**. However, in case of specific requirements of work, the working hours can be changed as per discretion of the Sr. Deputy Accountant General (Admn).

6. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- b. **Clearance:** The Bidder should also have clearance from GST, and Income Tax Department. Relevant proof in support shall be submitted.
- c. **Experience:** The Bidder should have at least three years' experience for providing manpower services in Ministries / Departments under Government of India.
- d. **Turnover:** The Bidder should have minimum gross turnover in the similar business of providing manpower as per the bid document.
- e. The bidder should have its own trained manpower on their rolls. A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (unskilled) as per orders of Govt. of India and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.
- f. The bidder should have its office located in from **Mumbai, Navi Mumbai and Thane (Mumbai Metropolitan Region)**. The Bidder should submit documentary proof for the same. Mere leave & license agreement will not be considered.

a. **Documents supporting the Minimum Eligibility Criteria**

- 1. In proof of having fully adhered to the minimum eligibility criteria, attested copy of Incorporation Certificate issued by the Companies Registrar/concerned authority shall only be acceptable.
- 2. In proof of having fully adhered to minimum eligibility criteria, attested **copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour Licence** shall only be acceptable.
- 3. In proof of having fully adhered to minimum eligibility criteria,

attested copy of ITR and GST/Service Tax Return for the last three financial years shall only be acceptable.

4. In proof of having fully adhered to minimum eligibility criteria, attested copy of work orders along with work completion certificates / ongoing work certificates issued by the Ministries / Departments under Government of India shall be acceptable.
5. In proof of having fully adhered to minimum eligibility criteria, attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial years i.e. 2020-21, 2021-22 and 2022-23 shall only be acceptable.

7. EARNEST MONEY DEPOSIT:

- a. The bids shall be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft of Nationalised bank as per bid document of GeM. Demand Draft shall be in favour of Sr. Accounts Officer, Office of the Accountant General(A&E)-I, Maharashtra, Mumbai payable at Mumbai and should be deposited personally before closure of bid in GeM portal.
- b. The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to Sr. Accounts Officer, Office of the Accountant General(A&E)-I, Maharashtra, Mumbai, 2nd floor, Pratishtha Bhavan, M.K. Road, New Marine Lines, Mumbai-400020 before the time of closing of the uploading of the Bids. The DD of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- c. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- d. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD shall be forfeited to the Government.
- e. The bids without Earnest Money shall be summarily rejected.
- f. No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit.
- g. The bid security (earnest money deposit) may be forfeited:
 1. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 2. In case of successful bidder, if the bidder
 - a. Fails to sign the contract in accordance with the terms of the bid document

- b. Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
- c. Fails or refuses to honor his own quoted prices for the services or part thereof.
- d. In such case, the bidder is also liable to be debarred from future tendering.
- h. No interest shall be paid on the earnest money deposit.

8. VALIDITY OF THE BIDS:

The bids shall be valid for a period of **90 days** from the date of opening the tenders. The contract shall commence from the date of consent of the firm to the terms and conditions. The contract **will be for a period from date of work order issued to 31/03/2025** subject to fulfillment of terms and conditions of the work order. The contract so awarded can be terminated by the Office of the Accountant General (A&E)-I, Maharashtra, at any time without any notice or conveying any reason therefore.

The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

9. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL

- a. The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.
- b. The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.
- c. The bidders should upload the scanned copies of all relevant certificates, documents etc, including earnest money deposit as per the requirements contained in the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- d. The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- e. The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or Earnest Money Deposit and other documents viz. affidavits are not submitted by the Bidders within stipulated date /time as mentioned in bid document.
- f. The important dates are mentioned in Bid document.

10. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall

comprise Technical Bid: -

- a. **Annexure-1:** The Bidder shall be required to print "Bid Submission Form" as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure: Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 7 in GeM Portal. The Technical bid should be submitted in form given in Annexure 7 along with the registration particulars, **copy of PAN Number issued in favour of the firm**, and other information sought for.
- c. **Earnest Money Deposit:** A scanned copy of earnest money deposit should be uploaded through GeM Portal as per the bid document. The Bidder shall ensure that original of the earnest money deposit certificate is also submitted in the office before closure of the bid date.
- d. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the documents online through GeM Portal as mentioned in the Bid Document in support of their fulfillment of minimum eligibility criteria.

11. FINANCIAL BID:

The Financial Bid should be submitted in the form given in **Annexure 8**. The Financial Bid of those tenderers who are found technically fit, will be opened.

- a. Terms of payment as stated in the Tender Documents shall be final.
- b. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per government rules and guidelines as may be prevailing at the time of payment.
- c. The bidder must quote the rate in figures as well as in words. This office will maintain an attendance register in r/o the staff deployed by the agency on the basis of which remuneration will be decided in r/o of the staff at the approved rates.
- d. The Bidder should quote rates for each and every category of manpower in terms in Indian Rupees. If rate is not quoted for all the category of manpower, the bid will not be valid and hence the same will be rejected. **The consolidated price will be taken into consideration while awarding of contract to the successful bidder.**
- e. The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC. At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

12. CLARIFICATION ON TECHNICAL BID EVALUATION.

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.

- b. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected finally.
- c. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

13. TECHNICAL BID EVALUATION

- a. The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- b. The technical bid evaluation shall be done based on the following criteria:
 - 1. That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-1 in the prescribed format in GeM Portal.
 - 2. That the Bidder has signed scanned and uploaded the Technical Bid Form as per Annexure in the prescribed format in GeM Portal.
 - 3. That copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original EMD should be submitted by the Bidder as per the timelines specified in the Bid document.
 - 4. That the Bidder meets the minimum eligibility criteria and has uploaded copies of all documents required in support of minimum eligibility criteria.
- c. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document shall be rejected.

14. FINANCIAL BID OPENING PROCEDURE

- a. The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications, shall be opened on the appointed date and time.
- b. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

15. ADDRESSES:

For all purposes of the contract including arbitration there under, **the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of Accountant General (A&E) I, Maharashtra.** The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

16. PREPARATION AND SUBMISSION OF TENDER:

The tender should be submitted in two parts namely, **Technical Bid** (in form given in **Annexure 7**) and **Financial Bid** (in form given in **Annexure 8**).

17. SIGNING OF TENDER:

The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn.

NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.

(This sub-clause will not be applicable in cases where signing of a separate agreement is considered by necessary by the Accountant General (A&E) I, Maharashtra.)

18. BREACH OF TERMS AND CONDITIONS:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee/DD shall be en-Cashed. **The tender is not transferable.**

19. ARBITRATION: -

- a. If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitrate tribunal containing a Sole Arbitrator to be appointed by Office of the Accountant General (A&E) I, Maharashtra, The arbitration proceedings shall take place in the Office of the Accountant General (A&E) I, Maharashtra, Mumbai, Pratishta Bhavan, M.K. Road, Mumbai-20. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.
- b. Office of the Accountant General (A&E)-I, Maharashtra, Mumbai, hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL & FINANCIAL) THROUGH Government e-Marketplace (GeM) from reputed firms from **Mumbai, Navi Mumbai and Thane (Mumbai Metropolitan Region)** dealing with Ministries/Govt. departments for providing hired manpower services for its office. **Any bidder outside Mumbai, Navi Mumbai and Thane City will not be considered.**

- c. While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- d. The Bidder should download the Bid document (Scope of Work and Special condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp is in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document (Scope of Work and Special condition of Contract) including various conditions of contract.
- e. The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- f. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount stipulated in the bid documents are liable to be rejected.
- g. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Accountant General (A&E)-I, Maharashtra, Mumbai.
- h. For all purposes of the contract including arbitration the render, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Accountant General(A&E)-I, Maharashtra, Mumbai. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

20. RIGHT OF ACCEPTANCE:

- a. The Office of the Accountant General (A&E)-I, Maharashtra, reserves all rights to reject any tender, including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever, and does not bind itself to accept the lowest or any specific tender. The decision of the competent authority of the Office of the Accountant General (A&E)-I, Maharashtra, in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure or any attempt to canvass for the work will prejudice the contractor's quotation.
- b. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- c. The competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai reserves the right to award any or part or full contract to any successful agency (ies) discretion and this will be binding on the bidders.
- d. In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Accountant General (A&E)-I,

Maharashtra, Mumbai reserves the right to award the contract to the next bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

- e. The office of the Accountant General (A&E)-I, Maharashtra, Mumbai may terminate the Contract if it is found that the Contractor is blacklisted/ debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc during the currency of the contract.

21. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- a. Successful Tenderer will be informed of the acceptance of their tender.
- b. After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empaneled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- c. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

22. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- a. The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids after opening of the eligible financial Bids on their written request.
- b. The Earnest Money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned, on award of contract to the Successful bidder on their written request.
- c. The Earnest money deposit of all the bidders shall be returned along with the opened financial bids, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.
- d. No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

Uthainabadi
7/2/24

Sr. Accounts Officer/ Admn-I

ANNEXURE -3

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**PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE
WORK**

1. (i) The firm should be registered Locally (Mumbai, Navi Mumbai Municipal Corporation & Thane City Municipal Area) i.e. Mumbai Metropolitan Region (MMR) and a copy of registration certificate in support thereof furnished. Mere Leave and Licence Agreement will not be considered.

(ii) The firm should have minimum three years of experience of **providing the Data Entry Work related services to** reputed firms / organizations in Mumbai region. Satisfactory Service Certificates from existing/past employers for the same should be enclosed with the Technical Bid.

(iii) Income Tax payment certificates for the last 3 years should also be provided by the firm in the Technical Bid.

(iv) The firm should also furnish along with the quotation a financial statement / balance sheet of the previous year in respect of their firm as evidence in support of their claim towards financial stability in future.
2. (i) The firm should have a provision of proper photo identity Cards.

(ii) The firm should be registered with EPF Commissioner Mumbai, Supporting Registration Numbers / proof should also be provided.

(iii) The firm should comply the statutory provisions of the labour laws, minimum wages, Employees State Insurance (ESI) etc. Registration certificates thereof should be furnished.

(iv) Firms should have sufficient numbers of staff in back office also in order to replace/provide additional staff as and when required.
3. Security Consideration: The persons supplied by the agency should not have any police records/criminal cases against them. The agency should have police verification of each person before engaging for services provided to this office. This is mandatory.

Uthainabadi
7/2/24
Sr. Accounts Officer/ Admn-I

ANNEXURE-4

1. CONFIDENTIALITY

- 1.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies/persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful tenderer shall furnish performance security@ 5% of the value of the contract in the form of Bank Guarantee or an Account Payee Demand Draft or Fixed Deposit receipt in the name of the **'Sr. Accounts Officer, O/o The Accountant General (A&E)-I, Maharashtra, Mumbai'** from a commercial bank within 7 days from the date of acceptance of the tender.
- 2.2 The Security Deposit shall remain valid for a period of 60 days beyond the date of completion of all contracted obligations of the service provider.
- 2.3 The bank guarantee can be forfeited by order of the competent authority of the Office of the Accountant General (A&E)-I, Maharashtra, in the event of any breach, negligence, or non-observance of any term or condition of the contract, for unsatisfactory performance, or for non-acceptance of the work order. On expiry of the contract, such portion of the said bank guarantee as may be considered sufficient by the Office of the Accountant General (A&E)-I, Maharashtra, to cover any incorrect or excess payments made on the bills to the firm shall be retained until the final audit report on the account of the firm's bill has been received and examined.
- 2.4 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Accountant General(A&E)-I, Maharashtra, Mumbai in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Accountant General (A&E)-I, Maharashtra, Mumbai sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
 - 2.4.1 If the contractor is called upon by the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Accountant General (A&E)-I, Maharashtra, Mumbai shall have be entitled to make other arrangements at the risk, cost and expense of the contractor.
 - 2.4.2 On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. **SERVICES REQUIRED BY THE CLIENT**

- 3.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 3.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 3.3 The Contractor shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

4. **CONTRACTOR'S OBLIGATIONS**

- 4.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 4.2 The Contractor shall provide manpower services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Contractor.
- 4.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The contractor shall submit to the client the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the contractor shall be submitted on every month to the Client.
- 4.3.1 Further, the Contractor shall also be required to submit an undertaking with the monthly bills that they have paid the monthly dues of EPF/ESI to the respective authorities.
- 4.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, etc. from time to time to its personnel.
- 4.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 4.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 4.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements. The client should depute Supervisor for smooth working of their personnel.

- 4.8 **The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.**
- 4.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 4.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 4.11 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 4.12 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 4.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 4.14 The Contractor shall not employ any person below the age of 18 years old.
- 4.15 Contractor's Personnel
- 4.16 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 4.17 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.

5. **CONTRACTOR'S LIABILITY**

The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

- 5.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 5.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

- 5.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.
- 5.3 **The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof.** In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

6. **CLIENT'S OBLIGATIONS**

- 6.1 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 6.2 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.
- 6.3 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any "employee-employer" relationship with any of the workers of the Contractor.

7. **VALIDITY OF CONTRACT**

The contract, if awarded, shall be for a period of **one year** from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

8. **PAYMENTS**

- 8.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- 8.2 The prices shall be inclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged at the applicable rate.
- 8.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.

The initial cost of the Contract shall be valid for a period of one year.

- 8.4 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 8.5 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 8.6 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees.

9. **TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 9.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 9.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor.
- 9.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the O/o the Accountant General (A&E)-I, Maharashtra, Mumbai shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 9.2.2 If the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 9.2.3 The Contractor goes bankrupt and becomes insolvent.
- 9.2.4 In case any administrative contingencies arise, the contract may be terminated with immediate effect without assigning any reason.

10. **DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.

The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

11. **INSOLVENCY**

- 11.1 The competent authority of the office of the Accountant General(A&E)-I, Maharashtra,

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

12. CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

13. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Mumbai and the decision of the arbitrator shall be final and binding on the parties.

14. **JURISDICTION OF COURT:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the **courts in Mumbai Only.**

15. CORRUPTOR FRAUDULENT PRACTICES

- 15.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 15.2 This office shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 15.3 This office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 15.4 This office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.



ANNEXURE-5
SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

2. **LABOUR LAW COMPLIANCES**

- 2.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (b) It is mandatory that the employees must be paid through bank/cheques only.
- 2.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, working hours, safety, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 2.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 2.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 2.5 The Contractor shall submit periodical returns as may be specified from time to time.

3. **OFFICIAL RECORDS:**

- 3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.
- 3.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 3.3 The Contractor shall furnish an undertaking that **within seven days** of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- 3.4 Each monthly bill must accompany the:
- (a) List of employees with their date of engagement
 - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
 - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - (d) Declaration of the Contractor regarding compliance of Amount of EPF/ ESIC
- 3.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

ANNEXURE-6

**SCHEDULE OF WORKS/
SERVICES TO BE PROVIDED**

In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

1. **GENERAL INSTRUCTIONS**

- 1.1 The Contractor shall deploy all 10 manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 1.3 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times.
- 1.4 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.5 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.

2. **DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER**

- 2.1 The Contractor is required to quote prices for skilled staff.
- 1.2 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, ESIC, EPF, Bonus etc.), which are charged to Client are passed on to the deployed employees as their monthly wages by the Contractor.
- 1.2 The tentative requirements of man power in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Criteria for hired manpower
Skilled	10	Minimum XII Standard passed.

3. **PENALTIES**

- 3.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring MTS services in the event of Contractor failing to provide requisite number of personnel, the office shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Accountant General(A&E)-I, Maharashtra.
- 3.2 The powers of the Office of the Accountant General (A&E)-I, Maharashtra, under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit.
- 3.3 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by **5th of every month**, failing which penalty of Rs.5000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit/ Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank

guarantee will be encashed. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, the Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

- 3.4 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.5000/- per day per complaint will be imposed by invoking penalty clause.
- 3.5 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of stand by manpower/supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 3.6 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 3.7 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

4. SCOPE OF WORK-CONTRACTOR

- 4.1 Vendor must provide photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 4.1 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 4.2 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 4.3 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 4.4 Contractor should at all times indemnify Client against all claims, damages or

compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

- 4.5 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 4.6 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 4.7 The payments to its employees shall be disbursed by the Contractor through Bank Account remittance. The Contractor shall be required to produce details of bank transfer along with the monthly invoice to the Client.

5. SCOPE OF WORK-FOR SERVICES

5.1 Contractor's personnel shall be deployed at Pratishta Bhavan, Marine Lines, Mumbai.

5.2 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.

6. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- ✓ Are always smartly turned out and vigilant.
- ✓ Are punctual and arrive at least 15 minutes before start of their duty time.
- ✓ Take charges of their duties properly and thoroughly.
- ✓ Perform their duties with honesty and sincerity.
- ✓ Read and understand their post and follow the same.
- ✓ Extend respect to all Officers and staff of the office of the Client.
- ✓ Shall not drink on duty, or come drunk and report for duty.
- ✓ Will not gossip or chit chat while on duty.
- ✓ Will never sleep while on duty post.
- ✓ Will not read newspaper or magazine while on duty.
- ✓ Will immediately report if any untoward incident/ misconduct or misbehavior occurs, to Vendor Control and the Client.
- ✓ When in doubt, approach concerned person immediately.
- ✓ Get themselves checked by security personnel whenever they go out.
- ✓ Do not entertain visitors.
- ✓ Shall not smoke in the office premises.

TELEPHONE HANDLING

- ✓ The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

ANNEXURE 7

TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorized person submitting the Bid "Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm
.....
.....
6. Tel no. With STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm (Nature of the concern:
(i.e. Partnership firm or a Limited Company or a Government Department or a Public Sector
Organization) only from **MMR Region (Mumbai, Navi Mumbai and Thane City)**.
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other- Please specify.....
 - iv) Registration No.
12. Registration Number of Tenderer/ Concern:
(Attested photocopy of registration should be attached) _____
13. Name of Director(s).....
14. Email ID of Director(s).....
15. Mobile Number of Director(s).....
16. Bidder's bank, its address and current account number
.....
.....

17. Permanent Income Tax number, Income Tax circle.....
18. GST No.....
19. EPF Registration No.....
20. ESIC Registration No.....
21. Professional Tax (P.T.) Registration No.....
22. Maharashtra Labour welfare Fund Registration No.....
23. Whether firm has more than three years of experience YES / NO
24. If yes, supporting proof from the existing / past employer attached YES / NO
25. Financial Status I.e. Evidence of filling of IT Returns along with final accounts for the financial years for last three years attached YES / NO
26. Whether firm has provision of uniforms, photo identity cards and Police verifications certificates in respect of person hired by agency YES/NO

1. Particulars of EMD

- i) Demand Draft No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of DD.....

2. List of Important Organisations with address and Telephone number to whom DEO services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/ observations/ appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer) only from MMR Region. Description of similar work during the last three financial years in Government Departments:

Description of Work / order executed	Actual Value of work/order executed	Name of Government Department / Organization	Start Date	Finish Date	Document Evidence upload (Yes/No)

Details of Uploaded Documents : (These documents should be uploaded in one pdf document separately)

1.	Copy Registration of Firm/MSME Reg. No.	Yes/No
2.	Copy, of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copy of EPF	Yes/No
5.	Copy of ESIC	Yes/No

6.	Copy of Professional Tax (P.T.)	Yes/No
7.	Copy of Maharashtra Labour welfare Fund (MLWF)	Yes/No
8.	Earnest Money Deposit	Yes/No
9.	Copies of Last three years Balance Sheet	Yes/No
10.	Copies of ITR for the last three years	Yes/No
11.	Experience Certificates and Work orders	Yes/No
12.	Annexure-1	Yes/No
13.	Annexure-7	Yes/No
14.	Annexure-8	Yes/No

Dated Signature of Bidder along with Stamp.....
Name of the Bidder.....

5
4
3
2
1

UNDERTAKING

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

A/copy of Affidavit same should be scanned and uploaded in the GeM Portal and hardcopy should be delivered along with other documents as per the timelines of the Bid Document.

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/ We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/ are employed in Office of the Accountant General (A & E) – I, Maharashtra.
4. That I/We give the rights to the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
5. That I/We also give rights to the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
6. That I/We also give rights to the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
7. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
8. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

ANNEXURE-8

FINANCIAL BID DOCUMENT

Name of the party:	
Address (with tele. No & Fax No.):	
Name & Address of the Proprietor/Partners/Directors (with mobile numbers):	
Wages Applicable daily for 8 Hrs. working	Charges of skilled labour for DEO related duties Per person per month for an average month of 26 days with breakup of daily rate
BASIC	
VDA	
TOTAL BASIC + ALLOWANCES (A)	
DEDUCTIONS	
PROVIDENT FUND @ 12% (on BASIC+VDA)	
ESIC @.75% (on BASIC+ VDA)	
TOTAL DEDUCTIONS (B)	
TAKE HOME PAY (A- B)	
CONTRIBUTIONS	
PROVIDENT FUND @ 13% (on BASIC +VDA)	
ESIC- @ 3.25% (on BASIC+ VDA)	
TOTAL CONTRIBUTION (C)	
TOTAL (A + C)	
SERVICE CHARGES @ %	
GST @ 18%	
GRAND TOTAL	

Note: All the charges statutory or otherwise borne should be given separately.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We shall be blacklisted and shall not have any dealing with the department in future.

(Dated Signature of Tendered with stamps of the firm)