

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	21-07-2022 17:00:00
<b>Bid Opening Date/Time</b>	21-07-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Comptroller And Auditor General (cag) Of India
<b>Department Name</b>	Indian Audit And Accounts Department
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Accountant General Accounts And Entitlement Nagpur
<b>Item Category</b>	Manpower Outsourcing Services - Minimum wage - Skilled; Others; Watch and Ward , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper , Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Attendant , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mali/Gardner Helper , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Cook
<b>Contract Period</b>	8 Month(s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	14765750
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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## ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

Assistant Accounts Officer

Accountant General Accounts and Entitlement Nagpur, Indian Audit and Accounts Department, N/A, Comptroller and Auditor General (CAG) of India  
(Santosh Kumar)

### Splitting

Bid splitting not applied.

### MSE Purchase Preference

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required**

**Geographic Presence: Office registration certificate:** Bidder should have office registration certificate on Nagpur city

**Scope of work & Job description:** [1657515728.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:** [1657279722.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Watch And Ward ( 9 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Watch and Ward
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	WATCH AND WARD (UNARMED SECURITY)

**Additional Specification Documents****Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001,West High Court Road, Civil Lines, Nagpur	9	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 4.03</li> <li>• Bonus (INR per day) : 67.14</li> <li>• EPF Admin Charge (INR per day) : 4.03</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 806</li> <li>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 96.72</li> <li>• ESI (INR per day) : 26.20</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Sweeper ( 16 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Sweeper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA

Specification	Values
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	Sweeper

**Additional Specification Documents**

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001,West High Court Road, Civil Lines, Nagpur	16	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 3.32</li> <li>• Bonus (INR per day) : 55.23</li> <li>• EPF Admin Charge (INR per day) : 3.32</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 663</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 79.56</li> <li>• ESI (INR per day) : 21.55</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff ( 22 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	Multi tasking Staff

**Additional Specification Documents****Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001,West High Court Road, Civil Lines, Nagpur	22	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 663</li> <li>• EDLI (INR per day) : 3.32</li> <li>• Bonus (INR per day) : 55.23</li> <li>• EPF Admin Charge (INR per day) : 3.32</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 22</li> <li>• Provident Fund (INR per day) : 79.56</li> <li>• ESI (INR per day) : 21.55</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Attendant ( 9 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	Canteen Attendant

#### Additional Specification Documents

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001,West High Court Road, Civil Lines, Nagpur	9	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 55.23</li> <li>• EDLI (INR per day) : 3.32</li> <li>• EPF Admin Charge (INR per day) : 3.32</li> <li>• Minimum daily wage (INR) exclusive of GST : 663</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 21.55</li> <li>• Number of working days in a month : 22</li> <li>• Provident Fund (INR per day) : 79.56</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mali/Gardner Helper ( 3 )**



**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mali/Gardner Helper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	Mali/Gardener

**Additional Specification Documents****Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001,West High Court Road, Civil Lines, Nagpur	3	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 55.23</li> <li>• EDLI (INR per day) : 3.32</li> <li>• EPF Admin Charge (INR per day) : 3.32</li> <li>• Minimum daily wage (INR) exclusive of GST : 663</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 21.55</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 79.56</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator ( 12 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
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

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	Yes
<b>Additional Details</b>	
Designation	Data Entry Operator(Educational qualification should be Higher Secondary from recognized board or equivalent and typing Speed test of not less than 15000 key depressions per hour for data entry work)

**Additional Specification Documents**

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001, West High Court Road, Civil Lines, Nagpur	12	<ul style="list-style-type: none"> <li>• Additional Certifications/Trainings required for the resources being hired : 12</li> <li>• Minimum daily wage (INR) exclusive of GST : 806</li> <li>• EDLI (INR per day) : 4.03</li> <li>• Bonus (INR per day) : 67.14</li> <li>• EPF Admin Charge (INR per day) : 4.03</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 22</li> <li>• Provident Fund (INR per day) : 96.72</li> <li>• ESI (INR per day) : 26.20</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Cook ( 2 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Cook
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable

Specification	Values
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	cook

#### Additional Specification Documents

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Prashant Vinayak Pande	440001, West High Court Road, Civil Lines, Nagpur	2	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 806</li> <li>• EDLI (INR per day) : 4.03</li> <li>• Bonus (INR per day) : 67.14</li> <li>• EPF Admin Charge (INR per day) : 4.03</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Provident Fund (INR per day) : 96.72</li> <li>• ESI (INR per day) : 26.20</li> <li>• Number of working days in a month : 22</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 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. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

### 4. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

### 5. 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.

### 6. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

### 7. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.

- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 8. Buyer Added Bid Specific ATC

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

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), 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 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.

**---Thank You---**

# **BID DOCUMENT**

**(Scope of work and Special Conditions of Contract)**

**FOR SELECTION OF AGENCY FOR PROVIDING HIRED  
MANPOWER FOR THE OFFICE OF THE ACCOUNTANT  
GENERAL (A&E)-II, MAHARASHTRA, NAGPUR**



**Bid Documents for “Hiring of manpower services -Sweeper, Multi-Tasking Staff, Canteen Attendant, Canteen Cook, Data Entry Operator, Gardener and Security Guard”**

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Annexure-4	Special conditions of contract (SCC)
Annexure-5	Schedule of works/services
Annexure-6	Technical bid form
Annexure-7	Notarized affidavit form for acceptance of terms and condition of Bid.
Annexure-8	Notarized affidavit form for relatives and non-conviction under IPC.
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Annexure-13	Financial bid form

# ANNEXURE-I

## BID SUBMISSION FORM

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

Date:

### LETTER OF BID

To,  
The Deputy Accountant General (Admin)  
O/o the Accountant General (A&E)-II, Maharashtra,  
Nagpur-440001.

Ref: Invitation for Bid document No.

Dated .06.2022

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 75 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.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. 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.
6. 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.
7. 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 person shall attached 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

### 1. GENERAL INSTRUCTIONS

- 1.1 Office of the Accountant General (A&E)-II, Maharashtra, Nagpur, hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH Government e-Marketplace (GeM) from firms dealing with Ministries/Govt. departments for providing hired manpower services for its office.
- 1.2 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.
- 1.3 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 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.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 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 of Technical Bids, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6 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)-II, Maharashtra, Nagpur.
- 1.7 For all purposes of the contract including arbitration thereunder, 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)-II, Maharashtra, Nagpur. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

### 2. MINIMUM ELIGIBILITY CRITERIA

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

- a. Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008. Bidder in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. 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.
- c. Clearance: The Bidder should also have clearance from GST, and Income Tax Department. Relevant proof in support shall be submitted.
- d. Experience: The Bidder should have (i) at least three years' experience for providing manpower services in Departments under Government of India or Government of Maharashtra.
- e. Turnover: The Bidder should have minimum gross turnover in the similar business of providing manpower as per the bid document.
- f. 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 (both for skilled and unskilled) as per orders of Govt. of India, Ministry of Labour & Employment order no ¼(5)/2022-LS-II dated 31/03/2022 and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.
- g. The bidder should have its office located in Nagpur, Maharashtra. The Bidder should submit documentary proof for the same.
- h. The bidder should have licence for running security agency in the form of Private Security Agencies(Regulation)Act(Psara)

## 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Incorporation Certificate issued by the Companies Registrar/concerned authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour Licence shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of ITR and GST/Service Tax Return for the last three financial years shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders alongwith work completion certificates / ongoing work certificates issued by the Ministries Departments under Government of India. A notarized affidavit shall also be required to be submitted as per Annexure-9.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial year i.e. 2019-20, 2020-21 and 2021-22 shall only be acceptable.
- (vi) For proof of office located in Nagpur, valid gumasta with minimum 50 persons may be submitted.
- (vii) For proof of police licence, Private Security Agencies(Regulation)Act(**PSARA**) may be submitted.

- (viii) For Earnest Money Deposit(EMD) exemption, certificate of MSME/NSIC shall be accepted.
- (ix) Other documents as per Clause 5 of Annexure-2

### **3. VALIDITY OF BIDS**

- 3.1 Bids shall remain valid and open for acceptance for a period of 75 days from the last date of submission of Bids.
- 3.2 The Client may request for extension for another period of 15 days, without any modifications and without giving any reasons thereof.

### **4. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL**

- 4.1 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.
- 4.2 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.
- 4.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit exemption certificate as per the requirements contained in Clause 6 of Annexure 2 of 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.
- 4.4 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- 4.5 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.
- 4.6 The important dates are mentioned in Bid document.

### **5. 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-I : The Bidder shall be required to print "Bid Submission Form' as per Annexure-I on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. Annexure-7: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-7 to the effect of acceptance of the terms and conditions of the Bid Document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent and other documents as per the timelines defined in the Bid Document.
- c. Annexure 8: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs. 10/- as per Annexure-8 to the effect that none of the

relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent alongwith EMI) and other documents as per the timelines defined in the Bid Document.

- d. Annexure-9: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-9 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has provided services in the Ministries / Departments under Government of India and Government of Maharashtra.
- e. Annexure-10: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that they have trained manpower on their rolls for providing requisite services in accordance with the conditions of the bid document.
- f. Annexure 6 : Technical Bid Form: The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 6 in GeM Portal.
- g. Documents in support of Minimum Eligibility Criteria : The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Clause 2.1 of Annexure-2 of the Bid Document in support of their fulfilment of minimum eligibility criteria.

## **6. FINANCIAL BID:**

- 6.1 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.
- 6.2 The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Uniform, & Liveries, Gratuity, Bonus, Substitute and other statutory charges arising from time to time.
- 6.3 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.

## **7. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 7.1 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.

- 7.2 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.
- 7.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1 .

## **8. TECHNICAL BID EVALUATION**

- 8.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 8.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-I in the prescribed format in GeM Portal.
  - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 6 in the prescribed format in GeM Portal. (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 7 in the prescribed format in GeM Portal. (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 8 in the prescribed format in GeM Portal.
  - (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in GeM Portal.
  - (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in GeM Portal.
  - (vii) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-2.
- 8.3 The originals of Annexure-I, Annexure-6, Annexure-7, Annexure-8, Annexure-9, Annexure-10 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "Bid for providing Manpower Services" in drop box at Reception, Office of the AG (A&E)-II, Maharashtra, Civil Lines, Nagpur-440001 or sent by post at the above highlighted address on or before the dates specified in the bid document.
- 8.4 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.
- 8.5 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.
- 8.6 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the Financial Bid opening in written communication.

## **9. FINANCIAL BID OPENING PROCEDURE**

- 9.1 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.
- 9.2 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.

## **10. RIGHT OF ACCEPTANCE:**

- 10.1 The Office of the Accountant General (A&E)-II, Maharashtra, Nagpur reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Accountant General (A&E)-II, Maharashtra, Nagpur in this regard shall be final and binding.
- 10.2 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.
- 10.3 The competent authority of the office of the Accountant General (A&E)-II, Maharashtra, Nagpur reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 10.4 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)-II, Maharashtra, Nagpur reserves the right to award the contract to the next higher 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.
- 10.5 The office of the Accountant General (A&E)-II, Maharashtra, Nagpur 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.

## **11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

- 11.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LOA), in duplicate, to all the empanelled 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.
- 11.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 11.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the contractor for mobilization.



## ANNEXURE-3

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. DEFINITIONS

##### 1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Agreement	The word "Agreement" and "Contract" has been used interchangeably.
Party	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)-II, Maharashtra, Nagpur".
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client's premises.
Confidential Information	shall mean all information that is not generally known and which is obtained /received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date	shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.
Contractor	Shall mean the successful bidder to whom the work of providing manpower services in Client' premises has been awarded.

##### 1.2 CONFIDENTIALITY

1.2.1 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.

1.2.2 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 bidder within fifteen days of the acceptance of the LOA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of State Bank of India, a sum equivalent to 5% of the accepted contract value (8 months) in favour of Senior Accounts Officer, Office of the Accountant General (A&E)-II, Maharashtra, payable at Nagpur.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Accountant General (A&E)-II, Maharashtra, Nagpur 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. Bank Guarantee shall be retained for three months after expiry of the contract to cover any incorrect or excess payments made on the bills to the firm, by the Office of the Accountant General (A&E)-II, Maharashtra, Nagpur.
- a) If the contractor is called upon by the competent authority of the office of the Accountant General (A&E)-II, Maharashtra, Nagpur 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)-II, Maharashtra, Nagpur shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) 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. NOTICE TO PROCEED**

After the acceptance of the LOA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide manpower in the Office at the specified locations.

## **4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

## **5. SERVICES REQUIRED BY THE CLIENT**

- 5.1 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.
- 5.2 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.
- 5.3 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.

## **6. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee.
- 6.2 The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed.

## **7. CONTRACTOR'S OBLIGATIONS**

- 7.1 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.
- 7.2 The Contractor shall provide manpower services through its uniformed and 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.
- 7.3 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.

- 7.3.1 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.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 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.
- 7.6 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.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 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.
- 7.10 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.
- 7.11 The Contractor shall provide uniform to its personnel at its own cost.
- 7.12 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.
- 7.13 As per Section (3)(b), Payment of Bonus Act, 1965. every establishment in which twenty or more persons are employed on any day during an accounting year are eligible for payment of bonus. Every employee in the establishment who has worked for not less than 30 days in a year shall be entitled to be paid a minimum bonus of 8.33 per cent of the salary or wage earned by the employee during the accounting year by his employer. The contractor is liable to pay the bonus if any day during the accounting year he has employed twenty or more persons and the person employed has work more than 30 days in a year.
- 7.14 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.15 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

- 7.16 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.17 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.
- 7.18 **Contractor's Personnel**
- 7.18.1 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.
- 7.18.2 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
- 7.18.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## **8. CONTRACTOR'S LIABILITY**

- 8.1 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.
- 8.2 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:
- 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 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.
- 8.3 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 contractors 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.

## **9. CLIENT'S OBLIGATIONS**

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided / required to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfil 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.
- 9.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.
- 9.4 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.

## **10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of eight (08) months 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.

## **11. PAYMENTS**

- 11.1 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.
- 11.2 The prices shall be exclusive 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 in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> 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.
- 11.4 The initial cost of the Contract shall be valid for a period of eight (08) months. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.
- 11.5 After expiry of the initial period of the Contract of eight (08) months and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the bid document.
- 11.7 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.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 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.
- 11.10 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

## **12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 12.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war.
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague; (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 the date of commencement of the event of Force Majeure.
- 12.3 the nature and extent of the event of Force Majeure.
- 12.4 the estimated Force Majeure Period,
- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

- 12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

### **13. TERMINATION**

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

- 13.1 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
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor :
- 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client 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.
- 13.2.2 if the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 13.2.3 the Contractor goes bankrupt and becomes insolvent.

### **14. 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.
- (c) 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)

### **15. INSOLVENCY**

- 15.1 The competent authority of the office of the Accountant General (A&E)-II, Maharashtra, Nagpur may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

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.

## **16. CURRENCIES OF BID AND PAYMENTS**

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

## **17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 17.1 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 thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

- 17.2 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 Nagpur.

## **18. CORRUPT OR FRAUDULENT PRACTICES**

- 18.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 18.2 Accountant General (A&E)-II Nagpur 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.
- 18.3 AG's office will declare a firm ineligible and black listed, 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.
- 18.4 AG's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted and debarred by any other organization on any occasion.

## ANNEXURE-4

### SPECIAL CONDITIONS OF CONTRACT (SCC)

**1.** The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

**2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/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.

**3. LABOUR LAW COMPLIANCES**

3.1 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.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, 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, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

3.3 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.

3.4 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.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

**4. OFFICIAL RECORDS :**

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

## ANNEXURE-5

### 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 manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 1.3 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.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.6 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. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 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.
- 1.8 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. SUPERVISION**

- 2.1 The Contractor shall depute one full time Supervisor in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or

providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.

- 2.4 The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versed with all HR related requirements and who should be prompt enough to initiate all required action.

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

- 3.1 The Client intends to outsource manpower for deployment in different categories such as Skilled, Semi-Skilled, Skilled and Clerical and Non-Technical Supervisory Staff as per the norms of the Government.
- 3.2 The manpower appointed in different categories shall be deployed by the Client for the work of Peon, Data Entry Operator, staff car driver and any other category as deemed fit by the Client as per the provisions of para 3.1 above.
- 3.3 The Contractor is required to quote prices for each of the category viz. Skilled, Unskilled and Clerical and Non-Technical Supervisory staff.
- 3.4 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.5 The tentative requirements of manpower in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Criteria for hired manpower
Sweeper	16	-
Unskilled (Peon/MTS),	22	Minimum X Standard passed.
Canteen Attendant (Unskilled)	09	-
Gardener(Unskilled)	03	Good at Gardening work
Canteen Cook(Skilled)	02	Self motivated, energetic and career oriented individuals having minimum 18 years of age.
DEO <u>Non (Minimum 12<sup>th</sup> Passed)(skilled)</u>	12	Self motivated, energetic and career oriented individuals having minimum 18 years of age, who have passed 12th standard or equivalent examination from a recognized Board and who possess data entry speed of 15000 (fifteen thousand) key depressions per hour on computer.
Security(Watch & Ward) (Skilled)	09	Educational Qualification: Matriculation

**4. PENALTIES**

- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 3rd of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15<sup>th</sup> 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.

- 4.2 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.1000/- per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby 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).
- 4.4 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.
- 4.5 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 prorata 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.

## **5. SCOPE OF WORK-CONTRACTOR**

- 5.1 Vendor must provide standard and clean liveries to its employees / supervisors with their 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.
- 5.2 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.
- 5.3 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.

- 5.4 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.

- 5.5 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; Maternity Benefit Act, 1961; Maharashtra Shops and Essential Act 2017 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.
- 5.6 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.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.8 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.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 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 alongwith the monthly invoice to the Client.

## **6. SCOPE OF WORK - FOR SERVICES**

- 6.1 Contractor's personnel shall be deployed at O/o the Accountant General (A&E)-II, Maharashtra, Nagpur.
- 6.2 The unskilled employees (Peon/MTS) of Contractor are liable to be deployed as Peon in different Sections/ Wings of the Client's premises. While working as Peon, the Contractor's personnel are liable to perform duties which are related to movement of daks file, Cleaning [Dusting of concerned Section, photocopy etc. or any other job as may be assigned by the Client.
- 6.3 Clerical and Non Technical Supervisory personnel (Data Entry Operators) of Contractor are liable to be deployed in different sections of Client, wherein they are required to be fully conversant with the desired standards of a Computer Operator, as per the requirements of the Client.
- 6.4 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.
- 6.5 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in Client's premises who can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.
- 6.6 Security personal will be deployed at the main gates of New and Old building of this office.
- 6.7 House Keeping persons will be employed for cleaning inside and out side of office premises,
- 6.8 Canteen cook and attendant will be employed in canteen situated in old and new buildings.



## 7. 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 site instructions 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 use mobile while on duty.
- ✓ Will not read newspaper or magazine while on duty.
- ✓ Will immediately report if any untoward incident / misconduct or misbehaviour 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.

### CONFIDENTIALITY

The phone number and movement plans of the client shall not be given to anyone. The following information about the client shall not be given to anyone.

- ✓ Car make, colour and number of any officer(s)/official(s).
- ✓ Telephone no./ any other information.
- ✓ Location and movement plans.
- ✓ Meetings and conference schedules.
- ✓ Site plan of the premises.
- ✓ Travel details of the clients. Assets of the office.

### TELEPHONE HANDLING

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

### PATROLLING PROCEDURES

The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.

Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.

The Supervisor will keep a watch on the activities of the deployed staff.

If he finds anything unusual / untoward, a written report must be given to the Sr.AO (OE)/AAO(OE)/Caretaker/Security Supervisor in the office of the Client.

### FRISKING / CHECKING PROCEDURES

All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.

- ✓ If anything untoward is found, it must be reported to Sr. AO (OE)

NOTE FOR THE CLIENT

- ✓ List of authorized signatories to be provided.

OFFICE OF THE ACCOUNTANT GENERAL (A&E)-II, MAHARASHTRA,  
NAGPUR

Bid Document No. GEM/2022/

Dated .06.2022

ANNEXURE-6  
TECHNICAL BID FORM

1. Name of the firm...  
.....
2. Name of the authorised 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 (0).....(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:
  - i) Private Limited
  - ii) Public Limited iii) Any other — Please specify. . . ..
12. Name of Director(s).....
13. Email id of Director(s) .....
14. Mobile Number of Director (s). . . . .
15. Bidder's bank, its address and current account number  
\_\_\_\_\_

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16. Permanent Income Tax number, Income Tax circle .....

17. GST No. ....

18. EPF Registration No. ....

19. ESIC Registration No. ....

Details of Uploaded Documents

1.	Copy of PAN	Yes/No
2.	Copy of GST	Yes/No
3.	Copy of EPFO Registration	Yes/No
4.	Copy of ESIC	Yes/No
5.	Copy of Gumasta with 50 persons	Yes/No
6.	Copy of Psara certificate	Yes/No
7.	Copy of MSME/NSIC certificate	Yes/No
8.	Copies of Last three years Balance Sheet	Yes/No
9.	Copies of ITR for the last three years	Yes/No
10.	Experience Certificates and Work orders	Yes/No
11.	Annexure- I	Yes/No
12.	Annexure-6	Yes/No
13.	Annexure-7	Yes/No
14.	Annexure-8	Yes/No
15.	Annexure-9	Yes/No
16.	Annexure- 10	Yes/No

ANNEXURE-7

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 hard copy 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. That I/We give the rights to the competent authority of the office of the Accountant General (A&E)-II, Maharashtra, Nagpur 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.
4. That I/We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
5. 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

(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 hard copy should be delivered along-with other documents as per the timelines of the Bid Document.

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in Accountant General (A&E)-II, Maharashtra, Nagpur office as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, Accountant General (A&E)-II, Maharashtra, Nagpur office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

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

Name of the Bidder.....

OFFICE OF THE ACCOUNTANT GENERAL (A&E)-II, MAHARASHTRA,  
NAGPUR

Bid Document No. GEM/2022/

Dated .06.2022

ANNEXURE-9

(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 hard copy should be delivered alongwith other documents as per the timelines of the bid document.

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No. \_\_\_\_\_ dated.....
- (ii) That my agency M/S..... has at least three years' experience for providing manpower services in Ministries / Departments under Government of India
- (iii) That my agency also has carried out at least one similar work of providing hired manpower services costing not less than Rs. \_\_\_\_\_ lakh for entire one contract in the last three years in Government Department.....

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-10

(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 hard copy should be delivered alongwith other documents as per the timelines of the bid document.

- (i) That I, the undersigned undertake that my agency M/S\_\_\_\_\_ have its own trained manpower on our rolls to provide requisite services in accordance with the Bid Document No. Gem/2022/B/ dated 0.07.2022.
- (ii) I also undertake that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of Maharashtra and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

Place:

Date:

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

Name of the Bidder.....



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ANNEXURE-11

CONTRACT AGREEMENT NO-

DATED: .2022

THIS AGREEMENT is made on ..... between Senior Deputy Accountant General (Admin), Office of the Accountant General (Audit)-II, Maharashtra, Nagpur (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Civil Lines, Nagpur of the One Part.

AND

M/s.....having its registered office at .....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

1. WHEREAS the Client invited bids through GeM Portal, vide Notice Inviting for "hiring manpower services at its office under Bid Document No. .... dated .2022.  
—:—
11. AND WHEREAS the Contractor submitted his bid vide ..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
111. AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LOA) No. ...., to the Contractor on ..... for a total sum of ..... [Rupees .....Only].
- IV. AND whereas the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND whereas the Contractor acknowledges that the Client shall enter into contracts with other contractors parties for the manpower services of its premises in case the

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Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.

- VI. AND whereas the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND whereas the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND whereas the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
- IX. AND whereas the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - (a) The Letter of Acceptance (LOA) issued by the Client.
    - (b) Notice to Proceed (NTP) issued by the Client (c) The complete Bid, as submitted by the Contractor.
    - (d) The Addenda, if any, issued by the Client.
    - (e) Any other documents forming part of this Contract Agreement till date.  
(Performance Bank Guarantee, Bank Guarantee)
    - (f) Charges — Schedule annexed to this Article of Agreement (g) Supplementary Agreements executed from time to time.
  3. Any changes/modifications amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. In witness whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

OFFICE OF THE ACCOUNTANT GENERAL (A&E)-II, MAHARASHTRA,  
NAGPUR

Bid Document No. GEM/2022/

Dated .06.2022

Signed on behalf of the Contractor

Signed on Behalf of  
Office of the Accountant  
General(A&E)-II, Maharashtra,  
Nagpur

(Authorised Signatory)

(Authorised Signatory)

ANNEXURE-12

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date: .....

Bank Guarantee No: .....  
Amount of Guarantee • ..... Guarantee  
Period : From.....to.....  
Guarantee Expiry Date: .....  
Last date of Lodgement •.....

WHEREAS Office of the Accountant General (Audit)-II, Maharashtra, Nagpur having its office Civil lines, Nagpur-440001 (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] ("Contract") with [insert name of the Successful Bidder] \_\_\_\_\_(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Bid Documents number [insert reference number of the Bid Documents] dated [insert date of issue of Bid Documents]\_\_\_\_\_and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Nagpur for an amount equal to 03% (three percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "Bank") having its registered office at [insert the address].... ..and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or

set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure Guaranteed Amount to be inserted here]  
.....  
. . . . .only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Nagpur for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) Notwithstanding anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated  
[date of power of attorney to be inserted]\_\_\_\_\_ granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

ANNEXURE-13

**OFFICE OF THE ACCOUNTANT GENERAL (A&E)-II  
 MAHARASHTRA, NAGPUR.**

**FINANCIAL BID(To be submitted in separate sealed  
 envelope)**

The rates for undertaking the job contract for Security,MTS  
 Related work including Gardening, Cleaning work, canteen services and  
 Data Entry Operator(DEO) at O/o The Accountant General (A&E)-II,  
 Maharashtra, Nagpur by the agency is as under:

**Schedule of wages/Rates (item wise as under)**

Sr. No.	Description	Rate per day per person In Rs	Nos of Days
01	Basic wages+VDA(Minimum wages) under schedule of employment "Security, House-keeping, canteen services& DEO (as per the Gazette of India, Ministry of Labour& Employment Notification No: 173 dated 19/01/2017 VDA as per order dated 31/03/2022.	Security duty:- Rs: @ <b>806/-</b> D.E.O:- @ <b>Rs 806</b> MTS duties:- <b>Rs @ 663</b> Cleaning work:- @ <b>663/-</b> Canteen services: - For Attendent:- @ <b>663/-</b> For cook :- @ <b>806/-</b> For Gardener:- @ <b>663/-</b>	Security duties- 30 days Gardener:-26 days MTS duties:- 22 days Cleaning work:- 26 Days Canteen service s:- Attendent:- 22 Days Cook :- 22 Days DEO:- 22 Days
02	EPF 12 % (As per the provisions of Employees Provident Fund and Miscellaneous Provisions Avt, 1952")	<b>12%</b>	
03	ESIC 3.25%	<b>3.25%</b>	

	(As per the provisions of “Employees State Insurance Act, 1948”)		
04	EDLI	<b>0.5%</b>	
05	EPF Admin Charges	<b>0.5%</b>	
06	Bonus Charges(As per Bonus Act 1965)	<b>8.33%</b>	
04	Service Charges only on Minimum Wages (Basic + VDA) i.e. only of Sr. No.: 1	----- %	
05	GST .....% (as applicable)	As per Rule	

Note:-1. The period of contract will be w.e.f. 01/08/2022 to 31/03/2023.

2. Basic wages+VDA shall be revised from time to time as per notification of Ministry of labour & Employment.

3. The service charge must not be less than the 1% of the wage rate offered by the service provider in terms of Ministry of Commerce & Industry’s Circular no: 31/14/1000/2014-GA dated 17<sup>th</sup> September, 2014.

4.The Employer’s contribution towards EPF and ESI subscriptions of the workers shall be payable separately by O/o The Accountant General (A&E)-II, Maharashtra, Nagpur, as per the applicable rates from time to time (on wage rate component only), on production of proof of contribution payment.

5. The Goods and Services Tax(GST) levy would be payable separately by this officer, as per the applicable rates from time to time, on the invoice value.

**Place:**

**Date:**

**Full signature of the tenderer with Seal.**



**Terms and conditions for Deploying Security Guards, Safaiwalas, Data Entry Operator and Canteen Contractual workers.**

1. The agency should have been registered under Bombay Shop and Establishment Act, 1948.
2. It will be the responsibility of the Agency to obtain necessary certificate, licence, etc. And also, to update it from the State Government, Ministry of Personnel/Labour etc.
3. Deployment of Security Guards/Safaiwalas/Contractual workers shall be all over the complete premises of the office of the Accountant General (A&E)-II, Nagpur and Pension Branch office premises opposite to Ravi Bhavan.
4. The Security Guards/Safaiwalas/Contractual workers of the agency will not be bound by this office service regulation and as such they are not entitled for payment of wages, Residential quarters, holidays, and abide by the Labour Acts such as Workman Compensation Act, 1923 and Minimum Wages Act, 1948 and other regulations framed by the Government from time to time. Further this office is not responsible for any violation of the regulations by the agency.
5. This office is not responsible for any compensation due to accident (fatal or non-fatal or injuries) to the guards/manpower provided by the agency.
6. The agency shall be responsible to carry out obligations under various Government Acts like Minimum Wages Act 1948, Factory Act 1948, Group Insurance Act 1938, Gratuity Act 1972, ESIS Act 1948, EPF Act 1952, etc. and or any statutory obligation for which this Office shall not be responsible at all.
7. It will be Agency's sole responsibility to maintain various registers and return required under various Acts and the same shall be produced on demand by this office for verification
8. The agency shall make arrangements for the Guards attending duties in time.
9. Any stationary and first aid box will not be provided by the office. The agency should make its own arrangement.
10. In case of any dispute, the decision of the Accountant General (A&E)-II, Maharashtra, Nagpur shall be final.
11. The agency should submit biodata with photograph of each and every security guard deployed within seven days to Sr. Accounts Officer/L&S.
12. The contractor shall submit the monthly bill on completion of each month for releasing the payment through ECS.
13. The agency shall deploy Security Guards/Safaiwalas/Contractual workers with good habits and they are expected to behave well with the staff/public in general and with female staff in particular.
14. Agency should ensure that no Security Guards/Safaiwalas/Contractual workers on duty are under the influence of liquor, drugs or other intoxicating elements.
15. Termination of contract: In case of termination of contract by this office notice of 01(One) month period will be given and if Agency terminate the contract then it will have to give notice of two months before the termination of contract
16. In case of any type of misconduct, adverse report against the performance of the agency the office reserves the right for cancellation of the contract at any stage and decision taken will be final and binding on the agency.
17. Income tax & cess thereon would be deducted at the prescribed rate from the payment of bill to be paid to the Agency.
18. Sub-letting of the contract is not allowed. Otherwise, the contract shall be terminated and the security deposit shall be forfeited.
19. Professional Tax as applicable will be paid by the agency.
20. The agency shall submit a monthly report to the office showing details of duty performed by each guard, details of deduction and deposit towards PF and its remittance to EPF authorities and payment of service Tax, Professional Tax & ESIS.
21. The agency should furnish Latest Income Tax Clearance Certificate issued by IT authorities and copy of PAN of proprietor.
22. The agency should furnish Audited Balance sheet for preceding three financial years.
23. It is expressly agreed, confirmed and understood by both the parties the application of Force Majure Clause to this Agreement and in that such as acts of God, war, terrorism, earthquakes,

**Commented [DHM1]:** 1. Please add complete name of the act

**Commented [DHM2]:** Same as comment 1.

hurricanes, acts of government, explosions, fire, plagues or epidemics and “such other acts or events that are beyond the control of the parties” the contract for hiring of persons may be suspended for a period of time or for the entire period of the contract.

**Additional terms and conditions for Data Entry Operator / Skilled Worker**

1. The agency should have been registered under Bombay shop and Establishment Act 1948.
2. It will be the responsibility of the Agency to obtain necessary certificate, licence, etc. and also to update it from the State Government, Ministry of Personnel/Labour etc.
3. The agency should provide total 12(twelve persons) in the category of Skilled workers as Date Entry Operator. The Data Entry Operator / Contractual workers of the agency will not be bound by this office service regulation and as such they are not entitled for payment of wages, Residential quarters, holidays, and abide by the Labour Act such as Workman Compensation Act and Minimum Wages Act and other regulations framed by the Government from time to time. Further this office will not be responsible for any violation of the regulations by the agency.
4. The agency shall be responsible to carry out obligations under various Government Act like Minimum Wages Act, Factory Act, Group Insurance Act, Gratuity Act, ESIS Act, EPF Act etc. and or any statutory obligation for which this Office shall not be responsible at all.
5. Agency shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to this Department to concerned tax collection authorities from time to time as per extent rules and regulation on the matter.
6. PAN details required to be submitted by the agency. Tax Deduction at Source (TDS) and Cess shall be deducted as per the provisions of Income Tax Department as amended from time to time and a certificate to this effect shall be provided to the agency by the Department.
7. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Department is put to any loss / obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency, to the extent of the loss or obligation in monetary terms.
8. It will be Agency’s sole responsibility to maintain various registers and return required under various Acts and the same shall be produced on demand by this office for verification.
9. The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging, equipment or vehicles of the personnel of the service provider. This Department shall also not be liable for any claims, financial or other injury to any person deployed by the service provider in the course of their performing the duties, or for payment towards any compensation.
10. The agency shall submit a Security Deposit equivalent to 5% of contract value in the shape of F.D.R./N.S.C. in the name of Drawing & Disbursing Officer, O/o The Accountant General (A&E)-II, Maharashtra, Nagpur during the currency of the contract. The security deposit will be forfeited in case the supply of manpower is

delayed beyond the period stipulated by the Department or non-compliance of the terms of agreement by the service provider or frequent absence from duty / misconduct on the part of manpower supplied by the agency besides annulment of the contract.

11. The agreement can be terminated by the either party by giving one month notice in advance. If the agency fails to give one month's wages etc. and any amount due to the agency from the Department shall be forfeited by the Department.
12. That on the expiry of the agreement as mentioned above, the agency would withdraw its personnel and clear his accounts by paying all his legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
13. Head of Department of this Department reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties. In case of any dispute, the decision of the Accountant General (A&E) II, Maharashtra, Nagpur shall be final.
14. Deployment of Data Entry Operator / Contractual workers shall be under office of the Accountant General (A&E)-II, Maharashtra, Nagpur.
15. The Department will maintain an attendance register in respect of the staff deployed by the agency, on the basis of which wages/ remuneration will be decided in respect of the staff at the accepted terms and conditions.
16. This office will not be responsible for any compensation due to accident (fatal or non-fatal or injuries) to the personnel of the agency.
17. The agency should submit bio-data with photo graph of each and every Data Entry Operator / Contractual workers deployed within seven days to Sr. Accounts Officer/L&S.
18. The contractor shall submit the monthly bill on completion of each month for releasing the payment through ECS.
19. The agency shall deploy Data Entry Operator / Contractual workers with good habits and they are expected to behave well with the staff/public in general and with lady members in particular.
20. Agency should ensure that no Data Entry Operator / Contractual workers on duty are under the influence of liquor, drugs or other intoxicating elements.
21. In case of any type of misconduct, adverse report against the performance of the agency, the office reserves the right for cancellation of the contract at any stage and decision taken will be final and binding on the agency.
22. This office reserves the right to cancel the contract by giving notice of 01(One) month and the Agency at any time by giving notice of 02(Two) months.
23. Sub-letting of the contract is not allowed. Otherwise, the contract will be terminated and the security deposit forfeited.
24. Professional Tax as applicable will be paid by the agency.
25. The agency shall submit a monthly report to the office showing details of duty performed by each Data Entry Operator / Contractual workers, details of deduction and deposit towards PF and its remittance to EPF authorities and payment of service Tax, Professional Tax & ESIS.

26. The agency should furnish Latest Income Tax Clearance Certificate issued by IT authorities and copy of PAN card no. of proprietor.
27. The agency should furnish Audited Balance sheet for preceding three financial years.
28. It is expressly agreed, confirmed and understood by both the parties the application of Force Majeure Clause to this Agreement and in that such as acts of God, war, terrorism, earthquakes, hurricanes, acts of government, explosions, fire, plagues or epidemics and “such other acts or events that are beyond the control of the parties” the contract for hiring of persons may be suspended for a period of time or for the entire period of the contract.
29. This department is a Central Government office and has five working days (Monday to Friday) a week. Working hours would normally be from 9.30 AM to 6.00 PM during working days including half hour lunch break from 1.30 PM to 2.00 PM.
30. Education qualification should be Higher Secondary from recognized board or equivalent and Speed test of not less than 15000 key depressions per hour for data entry work.

**Additional terms and conditions for Contractual workers for Departmental Canteen: -**

1. The persons engaged in Departmental Canteen are on daily basis & will be charged on the basis of their actual working days. The rates agreed to are @ Rs:...../- per person per day inclusive of all taxes.
2. The agency should provide total 11(Eleven persons) out of which 02 (Two persons) in the category of Skilled workers as cook and 09 (Nine persons) as attendant in unskilled category to work in this office Departmental Canteen at Main Building as well as at Pension Building
3. The workers employed for canteen service, should have been medically examined prior to their deployment to ensure that they do not have any sign of a skin disease or a symptom of ailments of the alimentary canal or any communicable disease. Medical certificates in support thereof should be submitted to the office in each case before they are engaged.
4. The Agency should provide proper uniforms to the workers employed in canteen. The workers should always be in clean uniforms. Uniform includes:
  - (a) pants, bush shirt, cap and shoes for male workers.
  - (b) Sari blouse or salwar kameez, and shoes for female workers.
5. The uniforms provided should be washed and changed daily.
6. They should take regular and proper haircuts, keep their nails trimmed & clean keep high degree of hygiene.
7. Smoking, chewing of tobacco, kharra, supari, pan, etc., drinking of alcohol and spitting in the premises are strictly prohibited in the Departmental canteen.
8. Their duties are to be performed under the direction and supervision of the Manager of the Departmental Canteen. Their work includes –
  - i. Sweeping and mopping of entire floor, wash areas, cooking areas, manager's area, cash counter, serving area, storerooms, drinking water areas, etc. of the canteen at regular intervals every day.
  - ii. ii.) Cleaning of dining tables and chairs at regular intervals.
  - iii. Collection of used crockery/cutlery from dining tables to a decided spot in the washing area and removal of leftover food from the plates into a receptacle/container.
  - iv. Washing and keeping of utensils properly.
  - v. The last one hour (i.e., from 5.00 pm to 6.00 pm) should be utilized for cleaning all utensils, kitchenware, shelves, racks, floorings, sinks, basins, etc. to keep them ready for use for the next day.
  - vi. The entire area should be kept clean from cobwebs, and dirt.
  - vii. Their services may also require helping cooks.
9. It should be ensured that fittings, electrical/electronic gadgets, and other materials are not broken/damaged.
10. In case of absence of any worker, suitable substitute shall be deployed immediately.
11. Casual labourers working in canteen shall also serve tea, coffee, snack, etc. from Canteen to desired place, if asked for by higher officials.
12. Being the Central Government office, no information which may affect the image of this office shall be shared outside by the casual labourer.
13. He will have to use his own vehicle/cycle if asked to go nearby for any canteen related work.
14. They should be polite and courteous with the officers and staff, particularly with female staff of this office. Misconduct will not be tolerated at any cost.
15. Working hours for Canteen Contractual workers shall be from 9.00 a.m. to 6.00 p.m.

**Additional terms and conditions for House-Keeping workers (Safaiwalas):-.**

1. The persons engaged in the House-Keeping services are on daily basis & will be charged on the basis of their actual working days. The rates agreed to are @ Rs:...../- per person per day inclusive of all taxes.
2. The agency should provide 16(Sixteen) persons in the category of Safaiwala for house-keeping work to this office having Main Building and Pension Building.
3. The Agency should provide uniform to engaged person.
4. Materials for cleaning/mopping will be provided by this office.
5. The time of cleaning should be from 08.00 am to 05.00 pm. The cleaning should be completed half an hour before the start of the office.
6. It should be ensured that the walls of the toilet are cleaned and are free from dirty spots.
7. Garbage should be dumped in demarcated garbage point.
8. During cleaning no fixture/furnitures/records should not be damaged at any cost.
9. In case of absence on any day by any person deployed by the Agency for cleaning job, alternate arrangement should be made by the agency and the names of such persons may be intimated in advance for this purpose.
10. Daily report of satisfactory work should be obtained from the caretaker or officer designated by the Welfare Officer.
11. Housekeeping services are to be provided on all working days and occasionally on holiday, whenever required.
12. Persons deployed for cleaning work by the agency, should perform their duties under over all supervision of Caretaker.

**Additional terms and conditions for Multitasking Staff (MTS)/Gardener:-.**

1. The persons engaged in the Multitasking services are on daily basis & will be charged on the basis of their actual working days. The rates agreed to are @ Rs:...../- per person per day inclusive of all taxes.
2. The agency should provide 22(Twenty Two) persons in the category of Multitasking services to this office having Main Building and Pension Building and 03(Three) person should be in gardening Duties.
3. The Agency should provide uniform to engaged person.
4. The minimum qualification for the Multitasking Staff should be Matriculate.
5. The time of duty should be from 09.00 am to 06.00 pm. The fixture/furniture/records cleaning should be completed half an hour before the start of the office. .
6. During cleaning no fixture/furniture/records should not be damaged at any cost.
7. The persons engaged in the Multitasking services has to carry out the work of ferrying the files, documents from sections to section, higher officers' cabin and desired place.
8. Person deployed for gardening work has to upkeep the garden area of the office and the person may be utilise for any other task if need arises.
9. Multitasking staff has to carry out the miscellaneous task e.g.,- loading/unloading & shifting of paper bundles, cleaning of utensils used by officers, filling of water bottle of officers regularly.
10. In case of absence on any day by any person deployed by the Agency, alternate arrangement should be made by the agency and the names of such persons may be intimated in advance for this purpose.
11. Daily report of satisfactory work should be obtained from the caretaker or officer designated by the Welfare Officer.
12. Multitasking/Gardening services are to be provided on all working days and occasionally on holiday, whenever required.
13. Persons deployed for Multitasking services/gardening by the agency, should perform their duties under over all supervision of L&S II Section.

**Additional Terms and Conditions for Deploying Security Guards: -**

1. The agency should provide security for the entire 24 hours a day divided into three shifts of eight hours duration each on all days with effect from 1-8-2022 to 31-3-2023.
2. The agency is bound to provide guards at the accepted rates i.e. @ Rs:...../- p.m. per guard inclusive of all taxes for the entire period of agreement.
3. The agency should provide 09(Nine) Guards to this office having Main Building and Pension Building.
4. The minimum qualification for the Guard should be Matriculation.
5. The Guards should be in complete uniform provided by the agency. The Guards shall wear neat and tidy uniform with shoulder title, name plate, badges and shall pay respect to the staff members and visiting officers thus maintaining office decorum.
6. The Agency should provide Torches with additional batteries to the night duty guard.
7. It is the sole responsibility of the agency to guard and patrol the office premises of both the Buildings.
8. The agency should maintain Attendance Register of Guards and keep it open for inspection by this office.
9. The guards are required to open and close the office daily at 9.00 a.m. and at 6.30 p.m. respectively on all working days.
10. The Guards are required to hoist National Flag on the Building in the morning after dawn and flag lowering in the evening before sunset.
11. The agency should prepare for Flag hoisting on 15<sup>th</sup> August and 26<sup>th</sup> January. All the security guards should remain present on this occasion smartly turned up for taking salute and parade.
12. In case of any loss detected due to theft/pilferage the agency shall inform the Sr. Accounts Officer /L&S Section immediately and should co-operate in the investigation process suitably.
13. The agency shall make good in case of any loss/damage to the property occurred due to negligence of Guard. Such loss shall be recovered from the pending bills of Agency.
14. The Guards should not allow any material outside the office premises without any Gate Pass issued by Sr. Accounts Officer /L&S.
15. The guards should be well trained; strong, healthy and physically fit to guard the building and materials satisfactorily otherwise such guards shall not be allowed to join duty.
16. The Guards shall arrange to issue passes to the visitors after verifying their bona fides and collect them back duly signed by the officer visited and submit them duly tagged to the office daily.
17. The Guard should not entertain any outsiders in the chowki at the Gate nor permit any unauthorized person in the premises of both the office Buildings.



# **Office of The Accountant General(A&E)II,Mah,Nagpur**

## **Undertaking**

I **undertake** that every worker employed/ shall be employed by my/our establishment through contractor, are being/shall be paid not less than the **minimum** rates of **wages** fixed under the minimum wages act, 1948 for their categories of employment from time to time by the Government of India.

Signature