

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dt:-17-1-23**

GOVT. OF INDIA  
OFFICE OF THE  
ACCOUNTANT GENERAL(AUDIT)  
JHARKHAND, DORANDA, RANCHI – 834002

**NOTICE INVITING TENDER**

Online Bids are invited through **GeM portal** on behalf of Accountant General (Audit), Jharkhand, Ranchi for outsourcing of “**HOUSEKEEPING STAFF, MTS, STAFF CAR DRIVER & DATA ENTRY OPERATORS**” in the O/o the Accountant General(Audit), Jharkhand, Ranchi.

Sl. No.	Activity Description	Time Schedule
1.	Bid No.	No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated:- 17-01-2023
2.	Last Date and time of downloading of Bid Document	06.02.2023 at 01:00 hrs.
3.	Pre-bid meeting	25.01.2023 at 15:00 hrs.
4.	Last date and time of uploading of bid documents	07.02.2023 at 15:00 hrs.
5.	Time and date of Opening of Bid	Technical Bid opening: 07.02.2023 at 17:00 hrs. Financial Bid opening: 09.02.2023 at 17:00 hrs.
6.	Minimum validity of bid offer	90 days from the date fixed for the bid submission deadline.
7.	Services to be offered	Deployment of “ <b>Data Entry Operators, Driver, HOUSEKEEPING STAFF &amp; MTS</b> ” alongwith supply of quality goods/cleaning materials for the Housekeeping and MTS work in the O/o the Accountant General(Audit), Jharkhand, Ranchi
8.	Earnest Money Deposit	3% of the bid value
9.	Duration of contract	Under normal circumstances the contract shall be valid upto 31 <sup>st</sup> March 2024 from the date of award of work subject to continuous satisfactory performance of the Contractor. However, the duration of contract may be extended further on mutual consent basis on the same terms and conditions subject to satisfactory performance of the Contractor and approval by the competent authority.

Intending eligible bidders may also download Bid Document from the website of O/o the Accountant General (Audit), Jharkhand, Ranchi i.e., [www.agjh.cag.gov.in](http://www.agjh.cag.gov.in) and [eprocure.gov.in](http://eprocure.gov.in) free of cost from 16.01.2023 till the date and time mentioned at Sl. No. (2) in the table above.

The Technical Bids shall be opened at 06.02.2023 at 17:00 hrs. by the Committee authorized by the competent authority of this office. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. Financial bid of the technically qualified bidders shall be opened on 08.02.2023 at 17:00 hrs. The Competent Authority of the Office of the Accountant General (Audit), Jharkhand, Ranchi-834002 reserves the right to reject any or all the bids without assigning any reason and its decision shall be final and binding.



**Dy. Accountant General/Admn.**  
O/o A.G. (Audit), Jharkhand, Ranchi-2  
Ph: 0651-2411767

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**



**GOVERNMENT OF INDIA  
OFFICE OF THE ACCOUNTANT GENERAL(AUDIT)  
JHARKHAND, RANCHI - 834002**

**BID DOCUMENT**

**FOR**

**‘DEPLOYMENT OF DATA ENTRY OPERATORS, STAFF CAR DRIVER AND  
HOUSEKEEPING STAFF/MTS  
IN THE OFFICE OF THE ACCOUNTANT GENERAL(AUDIT),  
JHARKHAND, RANCHI-834002**

(Visit us at [www.agjh.cag.gov.in](http://www.agjh.cag.gov.in))

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**BID DOCUMENT**

**FOR SELECTION OF AGENCY FOR HIRING OF MANPOWER SERVICES  
(DEOs/STAFF CAR DRIVER/HOUSEKEEPING STAFF/MTS) IN THE  
OFFICE OF THE ACCOUNTANT GENERAL (AUDIT), JHARKHAND, RANCHI**

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**BID DOCUMENT FOR**

*Selection of agency for “Hiring of manpower services”*

**(Skilled:- DEOs/STAFF CAR DRIVER; Unskilled:- HOUSKEEPING STAFF/MTS)**

**Table of Contents**

Annexure 1-Bid Submission Form

Annexure 2-Instructions to the Bidders

Annexure 3-General Conditions of Contract (GCC)

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

Annexure 9- Notarized Affidavit form for having experience.

Annexure 10- Notarized Affidavit form for providing required service.

Annexure 11- Form of Articles of Agreement

Annexure 12- Form of Performance Bank Guarantee

Annexure 13- Bid Security Form

Annexure 14- Consolidated Price Schedule

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**ANNEXURE-1  
BID SUBMISSION FORM**

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**BID SUBMISSION FORM**

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

Date:

**LETTER OF BID**

To

**The Deputy Accountant General/Administration  
O/o The Accountant General(Audit),  
Jharkhand, Ranchi.**

**Ref: Invitation for Bid: Bid Document No. Outsourcing/RG/2023-24/ Dated: -01-2023**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bid Documents, issued in accordance with Instructions to Bidders.
2. We undertake to provide the MANPOWER (SKILLED- DEOs & Staff Car Driver; UNSKILLED- Housekeeping Staff & MTS) services to your office along with supply of quality goods/cleaning materials in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We undertake, to enter into an agreement as per the terms and conditions of the bidding documents 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 faithfully,**

**Authorised Signatory  
(Authorised person shall attach a copy of authorization form for  
signing on behalf of Bidding company)**

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

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**ANNEXURE-2  
INSTRUCTIONS TO THE BIDDERS**



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

1.1 Office of the Accountant General (Audit), Jharkhand, Ranchi hereinafter referred to as the “Client” invites E-bids (Online Bids) **under two Bid system (TECHNICAL AND FINANCIAL)** through Government e-Marketplace (GeM) from reputed firms dealing with Ministries/ Govt. Departments/PSUs for providing hired manpower services to this office.

1.2 The Bidders are advised to inspect the building / site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

1.3 While all efforts have been made to avoid errors in the drafting of the bid documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.

1.4 The Bidder should download the Bid document through GeM Portal and upload it again at the time of online submission with signature and stamp in token of the Bidder having acquainted himself/ themselves and accepted the entire bid document (Scope of Work and Special Conditions of Contract) including various conditions of contract. Unsigned bid documents shall not be accepted/entertained. No page should be removed/detached from the bid document.

1.5 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are **liable to be rejected**.

1.7 The parties to the Bid shall be the “Bidder” (to whom the work has been awarded) and the Office of the Accountant General (Audit), Jharkhand, Ranchi.

1.8 For all purposes of the contract including arbitration there under, 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 to the Office of The Accountant General (Audit), Jharkhand, Ranchi. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

1.9 The requirements of number of manpower as mentioned in the Bid Documents 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.

1.10 The entire cost of material to be used for cleaning/sanitation purpose shall be borne by the Contractor only and necessary entries shall be made in the register to be maintained by the designated

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

official for the purpose. All materials should be of good quality and shall be subject to inspection by the designated official. Consumption of material shall also be monitored by the designated official.

## **2. MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for technical selection of bidders:

- a. **Legal Valid Entity:** The Bidder shall necessarily be a valid legal entity either in the form of Proprietorship/Partnership/Limited Company/a Private Limited Company registered under Company Act, 2013 or a Limited Liability Partnership (LLP) under Limited Liability Partnership Act 2008. Bidder in the form Joint Venture/Consortium 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 registered under applicable Labour Laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- c. **Experience:** The Bidder should have at least three years' experience for providing Manpower services in Ministries / Departments under Government of India, State Govt /PSUs.
- d. **Turnover:** The Bidder should have minimum average gross turnover of Rs. 3.0 crore (Rupees Three crore only) in similar business of providing manpower during the last three financial years ending March'2022.
- e. **Manpower:** 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 Minimum Wages Act (Central) and Rules in force and observe all statutory requirements with respect to ESI, EPF etc., with reference to those workers. All personnel shall be duly COVID-19 vaccinated. Certificate in this regard shall be submitted to the office before the deployment of manpower.
- f. **Location of Office:** The Bidder should have operational office located in Ranchi for which necessary document shall be submitted.

**The Bidders shall submit attested copies in support of the eligibility criteria mentioned as at (a) to (f) above. Non-submission of the same shall render the bid unresponsive.**

**Note: - A Pre-Bid meeting shall be held on 26.01.2023 at 1500 hrs. in Room No.230, Office of the Accountant General(Audit), Jharkhand, Ranchi for clarification of any issues w.r.t the contents of this Bid Document.**

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**3. EARNEST MONEY DEPOSIT:**

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of **Rs. 6,27,725/- (Rupees Six Lakh Twenty-Seven Thousand Seven Hundred Twenty Five only)** in the form of Bank Guarantee/ Demand Draft of any Commercial bank. The validity of the Bank Guarantee/Demand Draft must be valid for a period of forty-five days beyond the final bid validity period i.e., ninety days. The Bank Guarantee/Demand Draft shall be in favour of **Pay & Accounts Officer (Audit), O/o the Principal Accountant General (A&E), Jharkhand, Ranchi-834 002.**
- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to **Sr. Audit Officer/Record & General, Office of the Accountant General (Audit), Jharkhand, Ranchi** on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 **The bid security may be forfeited:**
  - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the bid document
    - (b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
    - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.
    - (d) In such case, bidder is also liable to be debarred from future tendering.

**4. VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of ninety days from the last date of submission of Bids.
- 4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

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

5.1 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.

5.2 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.

5.3 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.

5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in Clause 6 of Annexure 2 of the Bid Document in a sealed envelope superscribed "Bids for providing Manpower Services" drop box at Reception, **Office of the Accountant General (Audit), Jharkhand, Ranchi** or sent by post at the above highlighted address on or before the dates specified in the Bid document.

5.5 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.

5.6 The important dates are mentioned in Bid document.

**6. TECHNICAL BID**

**a. Annexure-1 :** The Bidder shall be required to print "Bid Submission Form" as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.

**b. Annexure 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.

**c. 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 alongwith EMD as per the timelines defined in the Bid Document.

**d. 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 EMD as per the timelines defined in the Bid Document.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**e. 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 Central/State Government/PSUs.

**f. 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.

**g. Earnest Money Deposit:** A scanned copy of Earnest Money Deposit or exemption certificate should be uploaded through GeM Portal as per Clause 3 of Annexure 2 to the bid document. The Bidder shall ensure that original of the Earnest Money Deposit / exemption certificate is also submitted in the office as per the instructions contained in Clause 3 of Annexure-2.

**h. 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 of Annexure-2 of the Bid Document in support of their fulfilment of minimum eligibility criteria.

## **7. FINANCIAL BID:**

7.1 The bidder should quote/ fill in the cost of cleaning materials, service charges and the consolidated price in Indian Rupees as indicated in **Annexure 14** to the Bid Document.

**The consolidated price** (inclusive of all i.e. Minimum Wages (central rates), EPF, ESIC, Bonus, Service Charges, GST and cost of cleaning/sanitary materials) **will be taken into consideration for financial evaluation.** The rates quoted shall be firm and final.

7.2 If a firm quotes service charges below one percent, the bid shall be treated as unresponsive and will not be considered.

7.3 At the time of payment of bills, Income Tax, GST and any other applicable 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.

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

8.1 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. The Client's request for clarification and the response shall be in writing in conventional manner.

8.2 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.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**9. TECHNICAL BID EVALUATION**

9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

9.2 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-1 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 copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original of the EMD and other affidavits should be submitted by the Bidder as per the timelines specified in the Bid document.
- (viii) That the Bidder meets the minimum eligibility criteria as per Clause 2 of Annexure 2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2 of Annexure-2.

9.3 The originals of Earnest Money Deposit, Annexure-1, 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 Accountant General (Audit), Jharkhand, Ranchi- 834002** or sent by post at the above highlighted address on or before the dates specified in the bid document.

9.4 The bids shall be summarily rejected, if the bid is submitted other than through GeM Portal (except earnest money deposit and all the affidavits in original as mentioned in Clause 6 of Annexure 2 of the Bid Document) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.

9.5 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.

**10. FINANCIAL BID OPENING PROCEDURE**

10.1 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.

10.2 If a firm quotes service charges below one percent the bid shall be treated as unresponsive and will not be considered.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

10.3 In case of tie: -

- (a) Between two or more MSME bidders, preference shall be given in the order: Micro  
    ⇨ Small ⇨ Medium Enterprise.
- (b) Between others, gradual growth of the firm during the last three FYs shall form the basis of selection as the lowest bidder; this shall be ascertained on the basis of the balance sheets/ITRs submitted by the Bidder.
- (c) Between MSME and Non-MSME/other agency, preference shall be given to MSME Firm subject to its matching of Lowest price/Bid.

10.4 Mere becoming the lowest bidder post evaluation of financial bid, shall not give any right to the Lowest bidder to claim that he is successful in the bidding process. The decision of the Competent Authority of Client in this regard shall be final and binding.

## **11. RIGHT OF ACCEPTANCE:**

11.1 The Office of the Accountant General (Audit), Jharkhand, Ranchi 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 (Audit), Jharkhand, Ranchi in this regard shall be final and binding.

11.2 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.

11.3 The competent authority of the office of the Accountant General (Audit), Jharkhand, Ranchi 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.

11.4 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 (Audit), Jharkhand, Ranchi 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.

11.5 The Office of the Accountant General (Audit), Jharkhand, Ranchi 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.

## **12 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

12.1 After determining the successful lowest bidder(s), Client shall issue a Letter of Acceptance (LOA) in duplicate, 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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

**13. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

13.1 Bid Security of unsuccessful Bidders shall be returned to them at the earliest after expiry of the final bid validity (i.e., 90 days) and latest on or before 30<sup>th</sup> day after the award of the Contract.

13.2 In the event of cancellation of Bid, Bid Securities of all the bidders shall be returned withing thirty days of the cancellation of the Bid.

13.3 No interest shall be payable on the Earnest Money Deposit (EMD) returned to unsuccessful bidders.



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**ANNEXURE-3  
GENERAL CONDITIONS OF CONTRACT  
(GCC)**

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

**1.1 General**

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

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Contractor	The word "Contractor" and the "Successful Bidder" has been used Interchangeably.
Client	The work "Client" shall mean the Office of the Accountant General (Audit), Jharkhand, Ranchi.
Parties	The word “parties” means the Successful Bidder to whom the work of providing manpower has been awarded and the Client “Office of the Accountant General (Audit), Jharkhand, Ranchi.”
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing housekeeping services in its premises.
Notice to proceed /Work Order	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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**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 any queries from Print / Electronic media or any other person/body, the same shall be referred by the Contractor to the client immediately.

**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 of any nationalized bank, a sum equivalent to 7 % of the accepted contract value in favour of **Pay & Accounts Officer (Audit), Office of The Principal Accountant General (A&E) Jharkhand, Ranchi-834002**. The Performance Bank Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor.

2.2 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee within the stipulated time shall constitute sufficient ground for the cancellation of his bid and forfeiture of the earnest money deposit. In such a case the Client may make an offer to other technically responsive bidder (s) at the discretion of the Client subject to matching of the rate of the successful bidder.

2.3 The Bank Guarantee can be forfeited by order of the competent authority of Office of the Accountant General (Audit), Jharkhand, Ranchi in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Accountant General (Audit), Jharkhand, Ranchi-834002 sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

a) If the contractor is called upon by the Office of the Accountant General (Audit), Jharkhand, Ranchi-834002 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 (Audit), Jharkhand, Ranchi 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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**3. NOTICE TO PROCEED/WORK ORDER**

After acceptance of the LOA by the successful bidder and after securing Performance Bank Guarantee, Client shall issue the 'Notice to proceed'/work order to the successful bidder/Contractor, authorising him to provide the manpower services 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 in ANNEXURE-5 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 Commencement of the manpower services in Client's premises within 15 (fifteen) days from the date of receipt of Notice to Proceed/work order or as decided by the competent authority of the O/o The Accountant General (Audit), Jharkhand, Ranchi.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**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 & PF 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 ESIC contribution for the previous month in respect of the deployed personnel to the concerned authorities every month and their attendance sheets along with bill. The Contractor shall submit to the client the list of EPF account numbers of the outsource manpower, copy of annual EPF slip, copy of the ESIC card.

7.4 Contractor shall be required to submit an undertaking with each monthly bill that they have paid the previous month's dues of EPF/ESIC to the respective authorities.

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 provide insurance cover to its personnel against 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 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 and copies of the same shall be provided to the Client before deployment of the manpower.

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,

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

Income tax laws and Minimum Wages as per Central Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost in April and October each year.

7.12 The Contractor shall submit a copy of wages sheet alongwith bank advice indicating monthly wages paid to its personnel.

7.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.14 Manpower engaged shall be trained and shall not be below 18 years of age.

7.15 All necessary reports and other information shall be supplied immediately by the Contractor as and when ask for by the Client.

7.16 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

7.17 The Contractor shall submit its Organization 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 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

7.19 If any of the personnel provided by the Contractor is found unfit, he/she shall be withdrawn and replaced by the Contractor within twenty four hours of receipt of intimation from the competent authority of the Office of the Accountant General(Audit), Jharkhand, Ranchi.

## **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 or for any act or omission in contravention of any law / rule or regulations that the Contractor is duly bound to adhere.

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

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

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 assigns 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, provide requisite support/assistance to the Contractor 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 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 Contractor's personnel.**

## **10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period up to March' 2024 from the date of award of work 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 blacklisting etc. solely at the discretion of the competent authority of the office of the Client. Subject to satisfactory performance of the Contractor and approval by the competent authority, the period of contract may be extended further on mutual consent basis on the same terms and conditions.

## **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 providing manpower services.

11.2 The prices shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time to time and shall be charged in addition to the applicable rate.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all efforts to make payments, within 15 days from the date of the receipt of the invoice, to the Contractor. However, payment to the Contractor is subject to availability of funds and delay in payment on this account or on account of any other valid reason shall not entail payment of interest to the Contractor.

11.4 The cost of the Contract shall be valid for the period of the contract i.e. upto March'2024. No price escalation shall be entertained by the Client during the period except due to revision in minimum wages, upon submission of written request alongwith adequate proof/documents/detailed calculation sheet by the Contractor.

11.5 After the expiry of the initial period of the Contract, if the contract is renewed by the Client, the Contractor shall claim increase in contract value only on account of increase in the minimum wages, as notified by the Central 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 electronically after deducting TDS as per the rules of Government applicable from time to time. Bank account details should be furnished in mandate form (as provided by the client) with the monthly bill.

11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) 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.

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 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.



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

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, 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.
- 12.5 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.
- 12.6 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; or
  - 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; or
  - 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:

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

- (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)

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**15. INSOLVENCY**

15.1 The competent authority of the office of the Accountant General (Audit), Jharkhand, Ranchi 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 provided for:

**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 Ranchi 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 Ranchi.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**18 CORRUPT OR FRAUDULENT PRACTICES**

- 18.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 18.2 Office of the Accountant General (Audit), Jharkhand, Ranchi 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 Office of the Accountant General (Audit), Jharkhand, Ranchi will declare a firm ineligible / blacklist it, 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 Office of the Accountant General (Audit), Jharkhand, Ranchi shall also terminate the contract and blacklist the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**ANNEXURE-4  
SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

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

**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 electronically (NEFT/RTGS) 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 alongwith 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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**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 be accompanied by:
  - (a) List of personnel engaged indicating their date of engagement;
  - (b) Attendance Sheet of the personnel engaged during the respective month;
  - (c) Wages sheet (The Contractor shall ensure that minimum wages are paid to all the employees as per Central Government rates with all the benefits (such as ESIC/ EPF/ Bonus etc.);
  - (d) Copies of authenticated documents of payments of contributions/deductions on account of EPF/ESIC/GST;
  - (e) Declaration by the Contractor regarding compliance of EPF / ESIC norms.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**ANNEXURE-5**

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



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

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** at its own cost, 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.
- 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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

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

- 3.1 The Client intends to outsource manpower for deployment in unskilled, skilled and clerical categories as per norms of the Central Government.
- 3.2 The manpower appointed in different categories shall be deployed by the Client for the work of Housekeeping staff, MTS, Data Entry Operator and Staff Car Driver as per the provisions of para 3.1 above.
- 3.3 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, ESIC, EPF, Bonus etc.), which are charged to Client are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.4 The tentative requirements of manpower in each of the category shall be as under:

<b>Category</b>	<b>Tentative Requirement of Manpower</b>	<b>Criteria for hired manpower</b>
Unskilled (Housekeeping & MTS)	Housekeeping -24 MTS- 39 Total- <b>63</b>	Minimum Xth Standard pass (for MTS); minimum 18 years and maximum 50 years of age.
Data Entry Operators 10 + 2/Intermediate and above	7	Should be self-motivated, energetic, self-disciplined, polite, having sound health, good communication skills and bearing a pleasant disposition. Should be career oriented individuals having minimum 18 years and maximum 50 years of age, who have passed 12th standard or equivalent examination from a recognized Board and having proficiency in MS office with good communication skills who possess data entry speed of 8000 (eight thousand) key depressions per hour (both Hindi and English) on computer.
Skilled (Staff Car Driver)	01	Should be minimum Xth Standard pass; should be minimum 18 years and maximum 50 years of age; should be in possession of valid Driving License for LMV; should have experience of driving a motor car for at least three years; should have knowledge of motor mechanism (should be able to repair minor defects in vehicles); should have knowledge of navigation/GPS; should be of sound health and self-

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

		disciplined and polite; should have good communication skills, bearing a pleasant disposition; must be able to read English numerical and figures and must have thorough knowledge of local routes, traffic rules and regulations.
--	--	--

**4. PENALTIES**

- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 5<sup>th</sup> of every month, failing which penalty of Rs.1000/- per day shall be imposed upto 15<sup>th</sup> of the month and the contract shall be liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time except for a valid reason, 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.1,000/- 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. If the required number of workers 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 fulfil 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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**5. SCOPE OF WORK-CONTRACTOR**

- 5.1 Contractor 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 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; or any modification thereof or any other law relating thereto, and rules made hereunder from time to time. Client shall 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 Payment of monthly wages to the personnel engaged shall be made electronically (NEFT/RTGS) by the Contractor. The Contractor shall be required to produce details of bank transfer alongwith the monthly invoice to the Client.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**6. SCOPE OF WORK FOR PERSONNEL TO BE ENGAGED BY THE CONTRACTOR FOR 26 DAYS IN A MONTH OR AS PER REQUIREMENT**

- 6.1 Contractor's personnel shall be deployed at Office of the Accountant General (Audit), Jharkhand, Ranchi-834002.
- 6.2 Operations to be performed daily by the unskilled employees (**Housekeeping Staff**):
  - 6.2.1 The first round of cleaning and dusting work in the entire office premises should be completed before 09.00 AM daily by deploying adequate number of personnel.
  - 6.2.2 Sweeping and wet mopping of the entire covered area of buildings including corridors/verandah/lobby area daily. The verandah and lobby area must be mopped thrice daily.
  - 6.2.3 Sweeping of the internal roads and Badminton Court, Table Tennis Court, Gymnasium and open area daily.
  - 6.2.4 Removal of blockages and clogging in the wash basins and other sanitary fittings in the toilets for smooth outflow of wastewater.
  - 6.2.4 Cleaning of main gate, Brass plates, Name Plates, Sign boards etc.
  - 6.2.5 Cleaning drinking water cooler areas including attached sinks and tiles etc.
  - 6.2.6 Dusting of all furniture such as tables, chairs, sofas, almirahs etc, and all the electronic gadgets like computers, telephones, fax machines, photo copier machines etc. on daily basis. The doors, windows, partitions including the particle board, glass and aluminium channels in the entire premises should be cleaned daily.
  - 6.2.7 Sweeping of terrace in office building shall be completed daily as per norms.
  - 6.2.8 Collection of all the sweepings, garbage and waste and its disposal
  - 6.2.9 Cleaning of all the Toilets in the Office Building, Gymnasium, thrice daily and once in other areas.
  - 6.2.10 Washing of urinal Pots/WC pans/sinks/wash basin and cleaning all sanitary fittings and fixtures with clean cloth.
  - 6.2.11 Filling of liquid soap in soap containers and putting of air freshener/sanitary cubes/naphthalene balls in urinal pots, urinal mats, etc.
  - 6.2.12 Removal of cobwebs in the corridors, rooms, chambers and lavatories, removal of dust accumulated on the walls, windowpanes and ventilators in the toilets and thorough washing, rubbing and cleaning of corridors (on Saturdays).
  - 6.2.13 Shifting of furniture and other equipments, files etc. whenever required.
  - 6.2.14 Indoor plants pots, mats and carpets are to be cleaned and its periodical shifting (for exposure to sunlight).
  - 6.2.15 It shall be ensured that while carrying out the activities of dusting and cleaning the files/papers/documents etc. and the electronic gadgets etc. are not tampered with in any manner. In case such an incidence comes to the notice of the administration, strict action, as applicable shall be initiated against the person responsible.
  - 6.2.16 Vacuum Cleaning of Sofas and other places and items as directed by the office administration **fortnightly**.
  - 6.2.17 Any other work assigned by the administration/authority concerned.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**6.2.18 Consumables required for cleaning the Office premises comprising area of 2,35,290 sq. ft. including 34 nos. toilets (to be supplied by the Contractor):**

Name of Items
Room Freshener • Microfiber Mop. • Gloves. • Toilet Bowl Brush. • Bags for Dirty Rags. • Bags to Carry Clean Rags. • Urinal Screen Mat. • Long and Short Duster. (Microfiber Recommended) • Neutral Floor Cleaner. • Coconut Broom., Flower broom. Disinfectant Cleaner. • Cleaning Bucket. • Mini Grout Brush. • Soap Scum Remover. • Sponges and scourgers. • Yellow dusters – microfiber cloths. • Glass polishing cloths. • Cleaning brushes. • A mop and bucket. • A dustpan and brush. • A plastic caddy to carry the essentials. • All-purpose cleaner • Scrubbing sponges • Microfiber cloths • Cleaning For the Bathroom materials viz phenyl or equivalent items.: • Toilet brush. • Grout and tile cleaner. • Grout brush. • All-purpose cleaner. Extendable duster. • Glass cleaner. • Multipurpose cleaner. • Disinfectant. • Mildew cleaner. • Descaler. • Degreaser. • Floor cleaner. • Bleach. • Sanitiser. • Toilet cleaner. • Washing liquid. . Detergents

Note:

1. In addition to above, other cleaning materials as and when required as per necessity, shall be provided by the Contractor.
2. All cleaning materials shall be stored in office premises on Monthly basis at the end of the last day of the month, under double lock and key system, and it shall be opened in the joint presence of the official designated for the purpose by this office and the Contractor/Supervisor.
3. Payment against cost of cleaning materials shall be subject to production/submission of bills duly certified by the official designated by this office.

**6.3. While deployed as MTS**, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, Cleaning /Dusting of concerned Section, photocopy, security, etc. and any other work assigned by the administration/authority concerned.

**6.4** The **Staff Car Driver** shall be required to adhere to the respective standards as per the requirements of the Client.

**6.5 Data Entry Operators** 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.

**6.6** 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 Bid Document.

## **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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

- ✓ Will not gossip or chit chat while on duty.
- ✓ Will never sleep while on duty post.
- ✓ Will not read newspaper or magazine while on duty.
- ✓ Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to the Contractor/supervisor 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, color 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(R&G)/AAO(R&G)/Caretaker/ in the office of the Client.

**FRISKING / CHECKING PROCEDURES**

- ✓ All contractual 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. Audit Officer (R&G)

**NOTE FOR THE CLIENT**

- ✓ List of authorized signatories to be provided.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

**ANNEXURE-6  
TECHNICAL BID FORM**

1. Name of 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  
(O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid .....
8. E-mail of the person submitting the Bid. 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
16. Permanent Income Tax number, Income Tax circle



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

17. GST No.

18. EPF Registration No.

19. ESIC Registration No.

20. Particulars of EMD

i) Demand Draft / Bank Guarantee No:

ii) Date:

iii) Name of Bank:

iv) Address of Bank:

v) Validity of BG/DD:

21. Description of similar work of providing manpower services during the last three financial years in Central/State Government Departments/PSUs:

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

**Details of Uploaded Documents**

1.	Earnest Money Deposit	Yes/No
2.	Copy of proof of legal validity	Yes/No
3.	Copy of PAN	Yes/No
4.	Copy of GST	Yes/No
5.	Copy of Registration under relevant labour law, EPF and ESIC valid as on date on submission of bid	Yes/No
6.	Copies of ITR for the last three years ending March' 2022	Yes/No
7.	Copies of Experience Certificates and Work orders for the last three years as on date of submission of bid	Yes/No
8.	Copies of Balance Sheet and P & L Account for the last three years ending March' 2022	Yes/No
9.	Copies of Annual Financial Statements/ Certificate of Turnover issued by CA/CA firm (if financial statements are not audited) for the last three years ending March'2022.	Yes/No

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. R&G(Au)/Outsourcing/DEO/SCD/MTS/HKS/2023-24/86 Dated: 17-01-2023**

10.	Affidavit and undertaking regarding payment of minimum wages to the workers employed.	Yes/No
11.	Proof of location of office at Ranchi	Yes/No
12.	Annexure-1	Yes/No
13.	Annexure-6	Yes/No
14.	Annexure-7	Yes/No
15.	Annexure-8	Yes/No
16.	Annexure-9	Yes/No
17.	Annexure-10	Yes/No

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**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 alongwith 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 (Audit), Jharkhand, Ranchi 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 give rights to the competent authority of the office of the Accountant General (Audit), Jharkhand, Ranchi to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the Office of the Accountant General (Audit), Jharkhand, Ranchi to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare th.at 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.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**ANNEXURE-7**

**Place**

**Date:**

Dated Signature of Bidder alongwith  
Stamp.....

Name of the Bidder.....

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

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 alongwith 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 the Office of the Accountant General (Audit), Jharkhand, Ranchi as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, Office of the Accountant General (Audit), Jharkhand, Ranchi 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 alongwith Stamp.....

Name of the Bidder.....

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

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/States/PSUs. The details of work experience and work completion certificates have been enclosed.

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**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 ..... has its own trained manpower on our rolls to provide requisite services in accordance with the Bid Document No. Outsourcing/RG/2023-24/ ..... Dated: -01-2023.
  
- (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 India 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 alongwith Stamp.....

Name of the Bidder.....

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**ANNEXURE-11**

**CONTRACT AGREEMENT NO..... Outsourcing/RG/2023-24 Dated: -01-2023**

THIS AGREEMENT is made on ..... between **Deputy Accountant General/Admn. Office of the Accountant General (Audit), Jharkhand, Ranchi** (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 Doranda, Ranchi, Jharkhand,

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:

- I. **WHEREAS** the Client invited bids through GeM Portal, vide Notice Inviting for “**hiring manpower services at its office** under Bid Document No. **Outsourcing/RG/2023-24/..... Dated: -01-2023** .
- II. **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
- III. **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



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

premises in case the 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 GST with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of the particular 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)/Work Order 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.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

- 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.

Signed on behalf of the Contractor

Signed on Behalf of  
**Office of the Accountant  
General (Audit), Jharkhand,  
Ranchi**

(Authorised Signatory)

(Authorised Signatory)

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**ANNEXURE-12**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non-judicial stamp 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), Jharkhand-834002 having its office at Doranda, Ranchi-834002 (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 Ranchi for an amount equal to 10% (ten percent) of the total Contract Value (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 for a

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

period of sixty days beyond the date of completion of all contractual obligations of the Contractor.

**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 of 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 affected.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

- (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 Ranchi 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

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**ANNEXURE-13**

**BID SECURITY FORM**

No.....

Date.....

To

Deputy Accountant General/Admn. (Hereinafter called "The Owner")  
**Office of the Accountant General (Audit),  
Jharkhand, Ranchi**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated for providing manpower services on contract basis under Bid Document No. Outsourcing/RG/2023-24/ Dated: -01-2023 KNOW ALL MEN by these presents that WE .....of having our registered office at .....(Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs.\_\_\_\_\_(Rupees\_\_\_\_\_) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

his guarantee will remain in force as specified in .....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & signature  
of witness

Name & Signature of Bank  
Authority

Address of  
witness

Signed in capacity of

Full address of Branch

Telephone

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT),  
JHARKHAND, RANCHI**

**Bid Document No. Outsourcing/RG/2023-24/**

**Dated: -01-2023**

**ANNEXURE-14**  
**Consolidated Price Schedule**  
**(For 26 days in a month)**



