

**Office of the Accountant General (A&E),  
Telangana State, Saifabad, Hyderabad- 500004.**

**BID DOCUMENT**

**Calling of tenders for providing of manpower for Housekeeping,  
Security Services, Multi-Tasking and driving duties.**

|   |  |
|---|--|
| Tender No.                                | 01/Housekeeping-Security-MTS-Drivers/2022-23   |
| Requirement of outsourced Staff           | a)Housekeeping Staff → 22 persons (Annexure A)<br>b)Security Services →13 persons (Annexure B)<br>c)Multi-Tasking Staff →06persons (Annexure C)<br>d) Drivers →02 persons (Annexure D)<br><b>Bidders are instructed to submit their bids for all the above services.</b> |
| Bidding System                            | Two tier Bidding System<br>a)Technical Bid<br>b)Financial Bid  |
| Last date for Submission of Bids.         | Till 15: 00 hours on 25/03/2022.   |
| Date of Opening of Technical Bid          | At 16: 00 hours on 25/03/2022.   |
| Date of Opening of Financial Bids         | At 15.00 hours on 28/03/2022   |
| EMD                                       | Rs 50,000/- ( Rupees Fifty Thousand only) in the form of crossed Demand Draft in favour of Sr. Accounts Officer (Bills), Office of the Accountant General(A&E), Telangana State,Saifabad,Hyderabad-500004.   |
| Validity of Bids                          | 90 days from the date of Closing date for receipt of bids.   |
| Address and Venue of Submission of bids   | Sr.Accounts Officer,<br>OE<br>Office of the Accountant General(A&E),<br>Telangana State,Saifabad,Hyderabad-500004.<br>Contact Nos. 040 23233362, 23237165  |
| Tender Notice contains total No. of Pages | NIT- 25 Pages<br>Forms -08 pages(Technical Bids, Financial Bids etc)   |

**NOTICE INVITING TENDER**

Office of the Accountant General (A&E), TS,Hyderabad, invites sealed bids under two bid systems from registered agencies for hiring of agency for delivering Housekeeping/security/MTS related services, located at Saifabad, Hyderabad. The validity of the contract is for one year i.e. wef 01/04/2022 to 31/03/2023

Sealed bid documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Senior Accounts Officer (OE), Office of the Accountant General (A&E,) Telangana, Saifabad, Hyderabad-500004 and must reach latest by 15:00 hours on 25.03.2022.The sealed bid documents should be placed in the Tender Box placed in OE-I Section of this office by the stipulated date and time. The tender documents can also be downloaded from this office website <https://cag.gov.in/ae/telangana/en>. Contact Nos. 040 23233362, 23237165

The Technical Bids will be opened in the room of SAO/OE, office of the Accountant General (A&E), Telangana, Hyderabad on 25/03/2022 at 16:00 hours by the Committee authorized by the competent authority of the office in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bid is accepted, shall be opened by the Committee authorized for the purpose on 28/03/2022 at 15.00 hrs.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Office of the Accountant General (A&E), Telangana, Hyderabad shall be final and binding.

Sd/-

(Gowthamanan Ramadoss)

Deputy Accountant General (Admn)

**ANNEXURE -A****1. Scope of Work for Housekeeping related functions:**

- 1.1 The scope of Work and the Schedule of services shall include all works but not limited to cleaning (building), sweeping, mopping of floors, vacuuming of carpets, dusting of furniture and equipments of Client office having carpet area of 2,15,000 sft including 80 toilet units.
- 1.2 The Contractor shall deploy all housekeeping staff at the Client office in the manner and as per the instructions of the Client.
- 1.3 The Contractor has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Client.
- 1.4 The Contractor shall ensure that all housekeeping staff is fully conversant with the premises and with the clients business activities and its related housekeeping requirements.
- 1.5 The Contractor shall submit their own schedule of activities for approval of the Client for improvement of housekeeping services.
- 1.6 The building and its surrounding areas shall always be kept in well hygienically clean and disinfected conditions.
- 1.7 The Client shall have the right to reject the services of any personnel who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client, emergencies, exempted.
- 1.8 The Contractor shall cover its personnel under insurance for personal accident and/ or death whilst performing the duty.
- 1.9 The Contractor shall exercise adequate supervision to ensure proper performance of housekeeping services in accordance with the requirements.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 It shall be the sole responsibility of the Contractor to maintain the housekeeping services of cleaning and maintenance of the Client's office building at AG office complex in the most hygienic, clean and standard way and in the manner as desired by the Client.
- 1.14 The Contractor shall also ensure that all Building areas viz. Outer, Toilets, Floors, Basement, Main Entrances, Rooms, Halls etc. are neat and clean every time and shall be maintained in the neat and tidy position every time. In case it is found that the housekeeping services are not rendered satisfactorily, it shall invoke the penalties clauses as defined in the tender document and the Client shall have the right to terminate the Contract besides forfeiting the performance bank guarantee submitted by the Contractor.

- 1.15 Contractor must provide two sets of 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.
- 1.16 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
- 1.17 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 1.18 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.
- 1.19 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; Employers Liability Act, 1938; the Workmen Compensation Act, 1922; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Hyderabad Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 1.20 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.
- 1.21 Be it private or public areas, the Contractors 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.
- 1.22 Contractors 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.

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.

## ❖ SUPERVISION

- The Contractor shall **depute one full time experienced Supervisor in this domain in Client s office at his own cost. He** shall ensure that all jobs of housekeeping services, Security Services, MTS/Driver are rendered to Client in accordance with the instructions of the Contract / tender document.
- 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.
- 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.
- The Contractor shall ensure that the Supervisor is well versant with all housekeeping requirements and who should be prompt enough to initiate all required action.
- The Contractor should ensure that all the outsourced personnel are liable to be rotated among the duty points monthly to prevent breach, transgression and nepotism. Agency should review the rotation process in this regard.

## ➤ SCHEDULE OF SERVICES

### ➤ 2.1 DAILY SERVICES

- Housekeeping / cleaning services should be done daily at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.45 A.M. Contractor will arrange manpower for special VIP visits at no extra cost.
- Proper and effective cleaning, brooming and mopping of office floors corridors, staircases pantries including sweeping and swabbing of the premises with water and Approved detergent on all the floors, toilets, lounges, common area and entire open space on Ground Floor, basement and Approaches to office building with brooms before opening office and only swabbing after lunch.
- Proper and effective cleaning, disinfecting, deodorizing fitting including removal of garbage at regular intervals throughout the day.
- Dusting of all items of furniture (wooden, steel and upholstered) such as tables, chairs, filing cabinets, almirahs, windows and their glasses from inside and outside furniture s, partitions, walls, doors, and telephone instruments, notice boards, flower vases, art objects, pictures, paintings, all equipments and machines in the premises, adjusting of all items of furniture in the reception and adjoining area.
- Brushing of carpets mats etc.
- Spraying of air fresheners in the reception area, IA& AS officer s chambers, conference rooms, Committee/Seminar rooms and providing toilet paper rolls.
- Cleaning of lifts.
- Removing of waste paper/refuse from waste paper baskets/buckets and other places. The refuse shall be disposed off at the nearest garbage point of the Municipal Authorities.
- Vacuum Cleaning of areas.

- Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings removal of waste and any other garbage from the entire area covered under the contract ( such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc. ).
- Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.
- Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collected refuse at designated site on daily basis.
- Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills.
- Cleaning and dusting of window panes / Venetian blinds.
- Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
- Scrubbing / cleaning of toilets, wash basins, sanitary fittings glasses, toilets, floors, etc.
- Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
- Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
- Placing garbage bins to avoid stains and stinks and clear them on daily basis.
- **WEEKLY SERVICES (TO BE CARRIED OUT ON ALL SATURDAYS/HOLIDAYS )**
- Proper and effective cleaning of glass doors, wooden doors and knobs, sign boards/plaques, brass name plates and name boards etc.
- Washing and scrubbing of floor areas, washrooms, basement, outer, main entrance (all areas) with defined chemicals.
- Vacuum cleaning of carpets wherever provided.
- Cleaning of curtain wall glasses from outside ( Monthly )
- Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.

- Cleaning of all windows glasses and grills with detergents / cleaning agents.
- Washing of outside area.
- Clean all chrome fitting, glass frames, soap holders etc. to a shiny finish.
- The contractor shall submit the duty register to the Client as required.

❖ **PATROLLING PROCEDURES**

- The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff and ensure execution of housekeeping services smoothly.
- 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 AO (OE)/AAO (OE-I)/Caretaker/Security Supervisor in the office of the Client.

❖ **FRISKING / CHECKING PROCEDURES**

- All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.
- If anything untoward is found, it must be reported to SAO (OE).

## **ANNEXURE-B (Security Services)**



**Security Services Pre – qualifying Criteria:**

Security agencies having at least one contract of a minimum value of ten lakhs per annum and provided more than 13 personnel to any Central/State Government Public Sector organization for last two years i.e. 2020-21 and 2021-22 will only be considered.

**Terms and conditions:**

1. Read the following terms and conditions before submitting the tender.
2. The Security Guards will be posted in 3 shifts, the timing of shifts are as given below.

|                       |                         |
|-----------------------|-------------------------|
| 1 <sup>st</sup> Shift | 6.00 A.M. to 2.00 P.M   |
| 2 <sup>nd</sup> Shift | 2.00 P.M. to 10.00 P.M  |
| 3 <sup>rd</sup> Shift | 10.00 P.M. to 6.00 A.M. |

3. The Guards will function under the direct supervision of Caretaker of this Office.
4. Copy of the latest Income Tax return of the firm should be submitted along with the tender.

5. The rates quoted should be inclusive of all allowances such as EPF, ESI, and weekly – off charges, Service Tax and all other statutory payments at the rates prescribed by the authorities concerned from time to time to be paid by the firm to the security staff concerned. Copies of the challans in support of the payments monthwise should be submitted along with monthly claim. The rates quoted should be valid for period of one year i.e. 31.03.2023.
6. Tender should be accompanied with a Demand Draft (Nationalised bank) payable at Hyderabad for a sum of Rs. 50,000/- (Rupees Fifty thousand Only) towards the Earnest Money Deposit (EMD). The Demand Draft should be Drawn in favour of Sr. Accounts Officer/Bills, O/o The Accountant General (A&E)Telangana,Hyderabad – 500 004. Besides, Guarantee from any Banker towards performance guarantee to the value of 1 month wages of Guards and supervisors should also be furnished by the successful bidder.
7. The EMD will be refunded to the unsuccessful tenderers after completion of the tender process.
8. The EMD of the successful tenderers will be retained as security deposit till the period of the Agreement is over and no interest will be paid thereon.
9. The successful tenderer is required to execute an agreement on a non- judicial stamp paper worth Rs.100/- (Rupees one hundred only) for a period of one year from the date of commencement of the contract within a week of award of contract
10. Failure to execute the agreement within the stipulated period when the tender is accepted by the department and communicated to the tenderer will entail forfeiture of the EMD.
11. Failure to abide by any of the above terms and conditions will entail forfeiture of the EMD and the contract is liable to be summarily cancelled. The defaulting contractor will be liable to pay any loss to the Government on account of cancellation of the contract and subsequent award of contract to other parties.
12. It is the responsibility of the contractor to supply uniform and other items required for security guards/ Supervisors. This office does not have any responsibility for said items. Security supervisor has to maintain a visitor s register and shall issue visitor slips to the visitors after duly noting down their particulars in the register.
13. Any of the personnel whose services are placed at the disposal of this office by the contractor will not have any claim for employment, medical or any other benefits from this office and it will be the sole responsibility of the contractor.
14. Deployment of guards continuously for more than one shift on any day will not be permitted unless it is inevitable and necessitated by special circumstances.



**ANNEXURE – C****Scope of Work for Multi Tasking Staff:**

1. General Cleanliness and upkeep of Section /Unit
2. Sanitation work of building /office
3. Cleaning of rooms
4. Cleaning of building and fixtures etc
5. Watch and Ward duties
6. Opening and Closing of rooms
7. Up keeping of Parks, Lawns ,Potted Pots and etc.,
8. Dusting of Furniture etc.,
9. Caring of files and other papers within the building/office.
10. Delivering of Dak (Inside and outside the building).
11. Physical maintenance of records of the section.
12. Stitching and binding of records /files/registers of the section/unit.
13. Photocopying and sending of FAX etc.,
14. Other non clerical work in the section/unit.
15. Assisting in routine office work like dairy, dispatch including Computer etc.
16. Maintenance of Office equipments /fixtures and fittings and provide necessary assistance for running of such equipments
17. Driving of Vehicles,if in possession of valid Driving Licence
18. Any other work assigned by superior authority under which the person deployed.

**ANNEXURE –D****Scope of Work for Drivers:**

1. Cleaning of the vehicle.
2. Taking the employer/officer to various places as informed by the officer.
3. Taking the vehicle for servicing when needed and stay late night if required.
4. To perform the duty a staff car driver.
5. Not to cause any damage to the vehicle intentionally or unintentionally.
6. Expenditure on account of any damage to the vehicle due to negligence of the driver will be borne by the contractor.

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❖ **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).oTelephone no./ any other information.
- Location and movement plans.
- Meeting 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 office telephones of the client located in the premises.

❖ **CODE OF CONDUCT :**

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

## **INSTRUCTIONS TO THE BIDDERS**

### **1) GENERAL INSTRUCTIONS**

- 1.1 For the Bidding / Tender Document Purposes, **Office of the Accountant General(A&E)Telangana, Saifabad, Hyderabad-500004** shall be referred to as Client and the Bidder / Successful Bidder shall be referred to as Contractor and / or Bidder or interchangeably.
- 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 The sealed bidding documents should be delivered in the Tender Box placed in the OE-I Section of this office by the stipulated date and time in the Office of the Accountant General (A&E), Telangana Saifabad,Hyderabad-500004 .
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons authorized for submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
  - a. 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 tender documents are **liable to be rejected.**
- 1.7 The parties to the Bid shall be the Bidders (from whom the bids have been called for) and the Office of the Principal Accountant General (A&E),Telangana, Hyderabad.
  - a. 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 due to the Office of the Principal Accountant General(A&E),Telangana,Hyderabad. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
  - b. The entire cost of material for use of sanitation is to be borne by the contractor only and necessary entry should be made at the In gate reception while bringing material into office. Consumption of material will be monitored by Welfare Assistant of this office.

### 1.8 Terms relating to Manpower:

➤ The service provider shall provide a dedicated team (hereinafter referred to as **Team** ) comprising of such number of its adequately trained and experienced employees including but not limited to only above function but also such function which the first party felt necessary by it from time to time.

➤ The service provider shall ensure that all Team Members provided by it under this Agreement shall:

- Be fully trained and adequately experienced in carrying out the jobs assigned to them under this agreement.
  - Be currently residing within the state.
  - Not be accused and/or involved in any criminal case and shall be verified by the
  - Service provider provides the case details at the police station of which he/she is a permanent and temporary resident.
  - Be between the age group of 19 to 40 years.
  - At all times while on duty pursuant to this Agreement, be properly and neatly dressed in proper uniform of the service provider.
  - Have had the basic education.
- Be on duty in a day for Eight (8) hours.

### 2. ELIGIBILITY CRITERIA (TECHNICAL BID)

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

**Legal Valid Entity:** The Bidder shall necessarily be a valid legal entity. A proof for supporting the legal validity of the Bidder shall be submitted.

**Registration:** The Bidder should be registered under all Applicable laws such as with the Income Tax, Goods and Service Tax(GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.

**Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

**Experience:** The Bidder should have (i) at least 2 years' experience for providing housekeeping/Security Services in Ministries / Departments under Government of India, State Govt /PSU work costing not less than Rs.30 lakh for entire contract in the last 2 years.

**Turnover:** The Bidder should have minimum gross turnover of Rs 40,00,000/- (Rupees Forty lakh only each in the last three financial years).

**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 and Rules of GOI in force and observe all statutory requirements with respect to ESI, EPF etc., with reference to those workers.

### 3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.50,000/-** (Rupees Fifty thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to **3 (three)** months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of Sr. **Accounts Officer(Bills), Office of the Accountant General(A&E), Telangana ,Hyderabad.**
- 3.2 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.
- 3.3 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 to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 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.
- 3.6 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 tender document
    - (b) Fails to furnish required performance security in accordance with the terms of tender 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.

### 4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

### 5. PREPARATION OF BIDS

- 5.1 Language: Bids and all accompanying documents shall be in English.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.  
Documents comprising the Bid :
- a. **Bid Submission Form duly signed and printed on the letterhead of firm**
  - b. Bidder's profile with undertaking
  - b. Signed and Stamped on each page of the tender document.
  - c. All Forms, duly filled and signed and stamped
  - e. Earnest Money Deposit of Rs.50,000/-
  - f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.-

The Technical Bid should then be kept in a separate sealed envelope, superscribed as **Technical Bid for Housekeeping functions/security functions/MTS /Drivers in Office of the Accountant General (A&E), Telangana Saifabad, Hyderabad-500004** with the Name and address of the Bidder.

## **6. SUBMISSION OF BIDS**

- 6.1 The bidder has to submit bids for all item
- 6.2 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed.
- 6.3 The Bid shall be submitted not later than **15:00 hours of 25.03.2022** addressed to Sr.Accounts officer (OE-I), Office of the Accountant General (A&E), Telangana, Hyderabad.
- 6.4 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.5 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Accountant General(A&E),Telangana, Hyderabad reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.6 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned in unopened form to the bidder.**

## **7. BID OPENING PROCEDURE**

- 7.1 The Technical Bids shall be opened by the committee in the room of SAO/OE, Office of the Accountant General (A&E), Telangana, Hyderabad on **25.03.2022 at 16:00 hours** by the Committee authorized by the competent authority of the office of the Accountant General (A&E), Telangana, Hyderabad in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders who s Technical Bids are qualified, shall be opened by the Committee authorized for the purpose on 28/03/2022 at 15.00 hrs.
- 7.3 A letter of authorization shall be submitted by the Bidder s representative before opening of the technical Bids and financial bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.7 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.8 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

**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.

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.

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

**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) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

## **10. FINANCIAL BID OPENING PROCEDURE AND DETERMINATION OF THE SUCCESSFUL BIDDER**

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

**11. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.**

## **12. RIGHT OF ACCEPTANCE:**

12.1 The Office of the Accountant General (A&E),Telangana,Hyderabad reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the office of the Accountant General(A&E), Telangana, Hyderabad in this regard shall be final and binding.

12.2 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.

12.3 The competent authority of the office of the Accountant General(A&E), Telangana, Hyderabad 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.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the office of Accountant General(A&E),Telangana, Hyderabad 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.

12.5 The office of the Accountant General(A&E),Telangana, Hyderabad may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.



### 13. NOTIFICATION OF AWARD BY ISSUANCE OF LETTER OF ACCEPTANCE

- 13.1 After determining the successful evaluated bidder, 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.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 13.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

### 14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 14.2 The Earnest money Deposit of the unsuccessful bidders in the **financial bid evaluation stage** shall be returned within thirty days, on award of contract to the Successful bidder.
15. **The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.**

### 16. CONFIDENTIALITY

16.1) 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.

### 17. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

17.1) The successful bidder within fifteen days of the acceptance of the LOA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to **10% of the accepted contract value in favor of Sr.Accounts Officer (Bills), Office of the Principal Accountant General(A&E) Telangana, Saifabad, Hyderabad.** The Performance Bank Guarantee shall remain in force beyond 60 days of expiry of Contract period.

17.2) Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.

17.3) The Bank Guarantee can be forfeited by order of the competent authority of the Office of the ACCOUNTANT GENERAL(A&E), TELANGANA, HYDERABAD in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of

the ACCOUNTANT GENERAL (A&E), TELANGANA, HYDERABAD 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.

17.4) If the contractor is called upon by the competent authority of the office of the ACCOUNTANT GENERAL (A&E), TELANGANA, HYDERABAD to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the ACCOUNTANT GENERAL(A&E),TELANGANA,HYDERABAD shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

17.5) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest.

### **18. NOTICE TO PROCEED**

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

### **19. SIGNING OF CONTRACT AGREEMENT**

19.1The 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.

19.2Client 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.

19.3The 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.

19.4The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

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

20.1The Contractor shall be providing manpower services for housekeeping work in Client s premises as per the details given in the tender document, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

20.2The 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.

20.3The Contractor shall provide manpower services for housekeeping work 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.

## **21.COMMENCEMENT OF SERVICES**

The Contractor shall commence manpower services for housekeeping work in Clients premises within 15 days from the date of receipt of Notice to Proceed.

## **22. CONTRACTOR S OBLIGATIONS**

22.1 The Contractor shall provide manpower services for housekeeping work at Client s premises as per Schedule of Housekeeping Services 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.

22.2 The Contractor shall provide manpower services for housekeeping work 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.

22.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month.

22.4 The Contractor shall produce to the client the details of payments of benefits like bonus, leave, relief, ESI, employer's contribution towards EPF etc. its personnel every month.

22.5The Client shall have the right, to reject the services of any personnel 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.

22.6The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

22.7The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Housekeeping Services in accordance with Schedule of Requirements.

22.8The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

22.9 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.

22.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

22.11 The Contractor shall provide minimum of two sets of uniform to its personnel at its own cost.

22.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour,ESIC etc. Proof of the same should be submitted by the Contractor quarterly.

22.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

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

22.15 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

### **23. Contractor s Personnel**

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

23.2 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

23.3 The Contractor shall arrange to provide uniform to its personnel engaged and they shall be dressed in neat and clean uniform (including proper name badges).

### **24. CONTRACTOR S LIABILITY**

24.1 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 housekeeping 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 to.

24.2 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: consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of housekeeping Services to the Client.

24.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## **25. CLIENT S OBLIGATIONS**

25.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the housekeeping Services are to be provided to enable Contractor s employees to carry out the Services.

25.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor s employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

25.3 The Client shall nominate a designated person for the purposes of coordination and assistance, if any.

25.4 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer s relationship with any of the workers of the Contractor.

## **26. VALIDITY OF CONTRACT**

The contract, if awarded, shall be for a period of one year from the date of signing of Contract Agreement, ie wef 01/04/2022 to 31/03/2023. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of contract is further extendable at the sole discretion of the office of the Client subject to satisfactory services of the Contractor.

## **27. PAYMENTS**

27.1 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 for housekeeping/security services.

27.2 The prices in the Price Schedule shall show separately applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

27.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all efforts to make payment within 15 days from the date of the receipt of the invoice to the Contractor.

27.4 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

27.5 After expiry of the initial period of the Contract if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

27.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client as agreed to between the Parties, which are not specified in the **Price Schedule.**

27.7 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 for housekeeping services.

27.8 The prices in the Price Schedule shall show separately applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

27.9 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all efforts to make payment within 15 days from the date of the receipt of the invoice to the Contractor.

27.10 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

27.11 After expiry of the initial period of the Contract if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

27.12 In addition to the Contract payments, the Client shall pay for any additional services required by the Client as agreed to between the Parties, which are not specified in the **Price Schedule**.

27.13 All payments shall be made in Indian Currency by means of an Account Payee Cheque E-payment. Bank account details should be accompanied with the monthly bill.

27.14 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.

No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **28.PENALTIES :**

- The Contractor shall disburse wages to its deployed housekeeping staff inclusive of DA, if any, latest by 5<sup>TH</sup> of every month, failing which penalty of **Rs.1000/-** per day will be imposed upto 15<sup>th</sup> of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the housekeeping services at the risk and cost of the Contractor.
- 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 Contractors
- Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- The Contractor has to maintain adequate number of housekeeping staff as per this contract and also arrange a pool of standby housekeeping staff / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender 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.
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of housekeeping 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 Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

- The deduction shall also be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the Contractor by the Client in writing

|   |   |
|---|---|
| ➤ | Not properly carrying out the jobs as defined for 'Daily'   |
| • | <b>Penalty: 10% of Monthly Total Value (each exception)</b> |
| ➤ | Not properly carrying out the jobs as defined for 'Weekly'  |
| ▪ | <b>Penalty: 10% of Monthly Total Value (each exception)</b> |

- However, if the exceptions become general practice, action will be initiated as deemed fit.

## 29. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 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, care and good industry practices.

## 30. INSOLVENCY

30.1 The competent authority of the office of the ACCOUNTANT GENERAL(A&E),TELANGANA, HYDERABAD 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 a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or 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.

If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

## 31 .GOVERNING LAWS AND SETTLEMENT OF DISPUTE

31.1 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 Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be Appointed by the Client in

accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on the parties.

**31.2 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 Hyderabad. The special conditions of Contract shall supplement the Instructions to the Bidders as set forth in General Conditions of the Contract (GCC)

### **32. 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.

### **33. LABOUR LAW COMPLIANCES**

33.1 The engagement and employment of labour 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.

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.

It is mandatory that the employees must be paid through bank/cheques only.

33.2 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.

33.3 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 the Client in no manner shall be responsible.



33.4 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. The Contractor shall submit periodical returns as may be specified by the Client from time to time.

#### **34. OFFICIAL RECORDS:**

34.1 The Contractor shall maintain complete official records of disbursement of wages showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

34.2 The Contractor shall maintain a personal file in respect of all the staff 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) AADHAAR number and all grievances recorded by the staff vis-à-vis action taken etc.

34.3. 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.

34.4 Each monthly bill must accompany the: List of employees with their date of engagement .The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)

Copies of authenticated documents of payments of such contributions to EPFO/ESIC Declaration of the Contractor regarding compliance of EPF / ESIC / Bonus and other laws as Applicable from time to time.

34.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees. In the Schedule of Requirements, the details of manpower for housekeeping work to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Client's site and all such other aspect of the Contracts are to be mentioned.

#### **35. VALIDITY OF CONTRACT:**

The contract, if awarded, shall be for a period of one year from the date of signing of Contract Agreement, In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of contract is further extendable on year to year basis at the sole discretion of the office of the Client subject to satisfactory services of the Contractor.

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**ANNEXURE - I**  
**General Information of the firm:**

| <b>SI No</b> | <b>Particulars</b>   | <b>To be filled by bidder</b> |
|--------------|--|-------------------------------|
| 1.           | Name of the firm   |                               |
| 2.           | Name of the authorized person submitting the bid Shri/Smt  |                               |
| 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  |                               |
| 7.           | Mobile No. of the person submitting the Bid  |                               |
| 8.           | E-mail of the person submitting the Bid  |                               |
| 9.           | Organization's email ID  |                               |
| 10.          | Website Address  |                               |
| 11.          | Registration & incorporation particulars of the firm   |                               |
| 12.          | Private Limited<br>Public Limited<br>Any other – Please specify  |                               |
| 13.          | Name of Director(s)  |                               |
| 14.          | Email ID of Director (s)   |                               |
| 15.          | Mobile Number of Director (s)  |                               |
| 16.          | Bidder's bank, its address and current account number  |                               |
| 17.          | Permanent Income Tax number,<br>Income Tax circle<br><b>(Please attach copies of income tax return for last three years)</b>   |                               |
| 18.          | GST Number   |                               |
| 19.          | <b>Please attach copies of GST Registration Number</b>   |                               |
| 20.          | TIN Number   |                               |
| 21.          | EPF Registration Number  |                               |
| 22.          | ESIC Registration Number   |                               |
| 22.          | <b>Particulars of EMD:</b><br>Demand Draft / Bank Guarantee No<br>Date<br>Name of Bank<br>Address of Bank<br>Validity of BG/DD |                               |

**Authorised Signatory of the firm**

**ANNEXURE-II**  
**TECHNICAL BID**

| <b>Sl. No.</b> | <b>Particulars</b>  | <b>To be filled in by the Bidder</b> |
|----------------|---|--------------------------------------|
| 1              | Details of Bid Security deposit   |                                      |
|                | (i) Amount  |                                      |
|                | (i) Draft No. and Date and issuing Bank   |                                      |
| 2              | List of Attested copies of latest   |                                      |
|                | (i) Audited accounts  |                                      |
|                | (ii) IT Returns filed and   |                                      |
|                | (iii) IT clearance Certificate  |                                      |
| 3              | List of attested copies of  |                                      |
|                | (i) ESIC Registration with Code No.   |                                      |
|                | (ii) EPF Registration No.   |                                      |
|                | (iii) PAN/TAN Card No.  |                                      |
|                | (iv) GST Registration No.   |                                      |
| 4              | A Notarized Affidavit and undertaking that the firm is having (i) atleast two years' experience for providing housekeeping services in Ministries / Departments under Government of India ,State/PSU working cost <b>Rs.30 lakh</b> for entire contract in the last 2 years.  |                                      |
| 5              | The company should have its own trained manpower on their rolls. A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Got. of India and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers. |                                      |
| 6              | The proof of company carrying out at least one similar work costing not less than <b>Rs.30 lakh</b> for entire contract in last two years.  |                                      |
| 7              | Undertaking that the company should abide with General Terms and conditions of this office shall give a demonstration. A notarized affidavit on a stamp paper of Appropriate value to the effect that they have not been blacklisted or their business dealing with the Government Ministries / Departments have not been banned.           |                                      |

Date

For and on behalf of the Tenderer  
Authorized Signatory

**ANNEXURE-III**

**(EXCLUSIVELY FOR MATERIAL COST for Carpet area of 2,15,000 sqft and 80 toilet units )  
Quantities indicating the Approximate requirement as shown below (per month) .**

| Sl.No | Name of the Item                                     | Quantity |
|-------|--|----------|
| 1     | Soft brooms  | 24       |
| 2     | Wet mops   | 48       |
| 3     | Wet mops Round(for bath rooms)                       | 10       |
| 4     | Soap Oil(in litre)                                   | 100 lts  |
| 5     | Kent mop refill wiper                                | 10       |
| 6     | Hand wash  | 100 lts  |
| 7     | Room Spray(Premium) in Numbers                       | 20       |
| 8     | Smell out balls (180 gms)                            | 56       |
| 9     | Cleanzo/Phenyle(in litre)                            | 150 lts  |
| 10    | Colin spray(in litre)                                | 5        |
| 11    | Dusting Cloth(Yellow and White)                      | 36       |
| 12    | Any other material in addition to the above material |          |

**\*Aforesaid quantities are not exhaustive and may vary depending on requirement. If the above material are not able to ensure an effective, efficient and timely housekeeping service management in the office complex, the contractor will have to provide additional items as per requirement .No extra payment whatsoever will be made for these additional quantities. Quotation /Estimate shall be submitted for the amount quoted.**

**ANNEXURE-IV****FORM I****Experience detailed Description:**

Please furnish the details of similar work of housekeeping services executed during the last two years (Please furnish copies of completion certificate from the Government Department / Organization)

| Actual Value of Work order/Executed | Name of Government /Department /Organization | Start Date | Finish Date | Document Evidence at Page no |
|-------------------------------------|--|------------|-------------|------------------------------|
|                                     |  |            |             |                              |
|                                     |  |            |             |                              |
|                                     |  |            |             |                              |
|                                     |  |            |             |                              |

**FORM-II****FORM FOR FINANCIAL CAPACITY**

| <b>Description</b>         | <b>2020-21</b> | <b>2021-22</b> |
|----------------------------|----------------|----------------|
| <b>Annual Turnover</b>     |                |                |
| <b>Net Worth</b>           |                |                |
| <b>Current Assets</b>      |                |                |
| <b>Current Liabilities</b> |                |                |
| <b>Total Revenues</b>      |                |                |
| <b>Profit Before Taxes</b> |                |                |
| <b>Profit After Taxes</b>  |                |                |

Signature of the Authorised Person of the Bidder.

**ANNEXURE-VII**  
**DEFINITIONS**

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

|                            |  |
|----------------------------|--|
| “Agreement”                | The word “Agreement” and “Contract” has been used interchangeably.   |
| "Contractor"               | The word "Contractor" and the "Successful Bidder" has been used Interchangeably.   |
| Client                     | The work "Client" shall mean the Office of the Principal Accountant General(A&E),Telangana State ,Saifabad,Hyderabad.  |
| Party                      | The word “party” means the Successful Bidder to whom the work of providing housekeeping services has been awarded and the Client.  |
| Housekeeping Services      | Shall mean hiring of manpower for Housekeeping work.   |
| Letter of Acceptance       | Shall mean the intent of the Client to engage the successful bidder for providing housekeeping services in its premises  |
| Notice Proceed             | Shall mean the date at which the housekeeping 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 for housekeeping services in Client’ premises has been awarded.  |

**CHECK LIST ON PREPARATION OF BIDS**

| <b>Sl. No.</b>       | <b>Particulars</b>  | <b>YES/NO</b> |
|----------------------|---|---------------|
| 1.                   | Have you filled in and signed Bidder Profile?   |               |
| 2.                   | Have you read and understood various conditions of the Contract and shall abide by them?  |               |
| <b>TECHNICAL BID</b> |   |               |
| 3.                   | Have you enclosed the EMD of Rs.50,000/- in the Technical Bid ?   |               |
| 4.                   | Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?         |               |
| 5.                   | Have you attached proof of having met the following minimum eligibility criteria ?  |               |
| 5.1                  | Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies ?                                      |               |
| 5.2                  | Financial Capacity : Have you attached Audited Balance Sheets, Audit Reports ?  |               |
| 5.3                  | Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate ?            |               |
| 5.4                  | Experience : Have you attached the attested experience certificates issued by the Organizations / Government Deptts as required in the tender ? |               |
| 6.                   | Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?   |               |
| 7.                   | Have your Technical Bid been packed as per the requirements of the Tender ?   |               |
| <b>FINANCIAL BID</b> |   |               |
| 8.                   | Have your financial Bid proposal is duly filled, sealed and signed on all pages ?   |               |
| 9.                   | Have you quoted prices against each of the category?  |               |
| 10.                  | Have your financial bid been packed as per Tender?  |               |

**CERTIFICATE****Certificate on Non-Participation of near Relatives in the tender**

I \_\_\_\_\_, S/O \_\_\_\_\_, R/O \_\_\_\_\_ hereby certify that none of my relative(s) as defined in any of the Indian Audit and Accounts Department offices located in Hyderabad. In case at any stage, it is found that the information given by me is false/incorrect, PAG(A&E),TS shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

(Signed)

For and on behalf of the Bidder  
Name \_\_\_\_\_ (caps)

Position \_\_\_\_\_

Date \_\_\_\_\_