

OFFICE OF THE ACCOUNTANT GENERAL (A&E) **MAHARASHTRA**

CIVIL LINES, NAGPUR 440 001

Ph: 0712-2565161-67 / Fax: 0712 - 2560484 Email: agaeMaharashtra2@cag.gov.in

Web: https://cag.gov.in/ae/nagpur/en

P.A.G. (A&E)-II/NGP/Outsourcing/2022-23/01

Dated /05/2022.

NOTICE INVITING TENDER

Sealed Tenders are invited by the Office of Accountant General (A&E)-II, Maharashtra, Civil Lines, Nagpur in the prescribed tender form available on office website https://cag.gov.in/ae/nagpur/en as well as on Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and on GeM portal on terms and conditions as mentioned therein, for providing following services for a period of 09 months i.e. from 01/07/2022 till 31/03/2023.

- A) For Security Services 09 (Nine) unarmed Security Guards
- B) For MTS Related duties 25 including 03 Gardeners
- C) For House-keeping 16 (Sixteen) Safaiwalas
- D) For Canteen: i) 02 (Two) Cooks.
 - ii) 09 (Nine) Canteen attendants
- E) For Data Entry Operator(DEO) :- 12 (Twelve)
- F) The Bid should be accompanied with the Earnest Money Deposit (EMD), refundable without interest for Rs: 40,000/-(Rupees Forty thousand only) for each services in the form of Bank Challan drawn in favour of "Sr. Accounts Officer, O/o The Principal Accountant General(A&E)-II, Mah, Nagpur" to be deposited in to State Bank Of India, Kingsway Branch, Nagpur; failing which the tender shall be rejected out rightly. However Micro, Small and Medium Enterprises(MSME) are exempted from depositing Earnest Money Deposit.

Right to reject any or all tenders is reserved with the Accountant General (A&E)-II, Maharashtra, Nagpur.

DY.ACCOUNTANT GENERAL (ADMN.)

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

TENDER FORM

The Accountant General (A&E)-II, Maharashtra, Nagpur has invited Tenders for outsourcing the work of (A) For Security Guards (09 NINE no.) (B) For MTS Related duties including Gardening(25 Twenty Five Nos) (C)For Cleaning work (16 Sixteen No. of Safaiwalas) and (D) For Departmental Canteen (02 TWO no Cook -Semi-skilled & 09 NINE no. of Canteen Attendant unskilled) and Data Entry Operator (DEO) 12 (Twelve) for the office situated in Civil Lines, Opposite Commissioner of Police Office and Pension Branch Office (Old Building) situated opposite Ravi Bhavan w.e.f. 01/07/2022 to 31/03/2023. I/We hereby submit tender for providing above services at the rates mentioned below:

- 1. Name of the Agency:
- 2. Type of Organization & PAN no
- 3. Name of the Proprietor/Director with Contact detail:

Name of the Firm:

Full postal address:

Phone No:

E-mail:

- 4. Documents / Registration Details as below:-
 - (a) Valid Gumastha License for Security/ Housekeeping / Canteen Services
 - (b) ESIC Registration No
 - (c) GST Registration No
 - (d) Income Tax Returns for Last three year.
 - (e) MSME/NSIC Udyog Aadhar Registration Certificate
 - (f) ISO 9001-2015 Certificate
 - (g) Valid police License(PASARA) only for Security Services
 - (h) EPFO Registration no
 - (i) No Blacklisting Certificate
 - (j) No Bankcruptancy/Insolvency Certificate
 - (k) Proof of office/branch office in Nagpur city.
- 5. Previous Experience (During past 3 years i.e. 2019-20,2020-21 & 2021-22 in offices of Central Government, State Government, PSUs' or Autonomous bodies under Central or State Government):

Sr.	Year	Name of office	Type of services provided	No. of persons
No.				deployed

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Place:	
Date:	

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

(To be submitted in separate sealed envelope)

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

Schedule of wages/Rates (item wise as under)

Sr.	Description	Rate per day per person	Nos of Days
No.		In Rs	
01	Basic wages + VDA(Minimum wages) under	Security duty :-Rs: @806/-	Security duties-30 days
	schedule of employment "Security, House-	D.E.O:- @ Rs 806	Gardener:-26 days
	keeping, canteen services & DEO	MTS duties:- Rs @ 663	MTS duties:- 22 days
	(as per the Gazette of India, Ministry of	Cleaning work:- @663/-	Cleaning work:-26 Days
	Labour & Employment Notification No: 173	Canteen services:-	Canteen services:-
	dated 19/01/2017 VDA as per order dated	For Attendent:-@663/-	Attendent:-22 Days
	31/03/2022.	For cook :- @ 734/-	Cook: - 22 Days
		For Gardener:-@ 663/-	DEO:- 22 Days
02	EPF 13 %	13%	
	(As per the provisions of Employees		
	Provident Fund and Miscellaneous Provisions		
	Avt, 1952")		
03	ESIC 3.25%	3.25%	
	(As per the provisions of "Employees State		
	Insurance Act, 1948")		
04	Service Charges only on Minimum Wages	%	
	(Basic + VDA) i.e. only of Sr. No.: 1		
05	GST% (as applicable)	As per Rule	

Note:-1. The period of contract will be w.e.f. 01/07/2022 to 31/03/2023.

- 2. Basic wages + VDA shall be revised from time to time as per notification of Ministry of labour & Employment.
- 3. The service charge must not be less than the 1% of the wage rate offered by the service provider in terms of Ministry of Commerce & Industry's Circular no: 31/14/1000/2014-GA dated 17th September, 2014.
- 4. The Employer's contribution towards EPF and ESI subscriptions of the workers shall be payable separately by O/o The Accountant General (A&E)-II, Maharashtra, Nagpur, as per the applicable rates from time to time (on wage rate component only), on production of proof of contribution payment.
- 5. The Goods and Services Tax(GST) levy would be payable separately by this officer, as per the applicable rates from time to time, on the invoice value.

Place:	
Date:	

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

TERMS & CONDITION OF THE TENDER

Instructions to the Bidders: - For the deployment of Security Guards, MTS Related Duties including gardening, Safaiwalas for cleaning work, Canteen Cook (Semi-skilled) and Canteen attendant (un-skilled) and Data Entry Operator(D.E.O)

1. General Instructions

- 1.1 For the Bidding/Tender Document purposes, the O/o The Accountant General(A&E)-II, Maharashtra, Nagpur shall be referred to as "Client" and the Bidder/Successful Bidder shall be referred to as "Contractor and/or "Bidder" or interchangeably".
- 1.2 While all the efforts have been made to avoid errors in the drafting of the tender documents, the Bidder are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 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, Bids not accompanied with EMD of requisite amount/format if applicable, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.4 The Contract shall be awarded to the selected bidder on fixed rates for the deployment of Security Guards, MTS related Duties including gardening, Safaiwalas for cleaning work, Cook (Semi-skilled) and Canteen attendant (un-skilled) and Data Entry Operator (D.E.O) for the period from 01/07/2022 to 31/03/2023. The contract may be extended further for a period of one year, if mutually agreed to by both the parties.
- 1.5 The minimum age for persons employed should not be less than 18 years.

2. Minimum Eligibility Criteria

- 2.1 The following shall be the minimum eligibility criteria for selections of bidders:-
- (a) The Bidder/Bidding Firm must be registered with the Income Tax Department and Goods and Services Tax Department, having a valid PAN card and a GST registration number, in respect of individual/firm as the case may be. The Bidder/Bidding Firm must also be registered with concerned labour authorities, Police authorities and Local authorities for providing designated services, as the case may be. The Bidder/Bidding Firm shall also be registered with Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC).

- (b) Experience: The Bidder shall have experience in the similar field of providing Security services, MTS related duties including gardening, Housekeeping services, including but not limited to cleaning of toilets, corridors, staircases, officers' chambers, sections, and other common areas in the office premises. Providing Data Entry Operator(D.E.O), Canteen services including but not limited to preparation of food items, ancillary kitchen services like cleaning of cooking platforms and utensils, attendant services, in the Government(Central or State)/PSU (Central or State)/Autonomous Bodies (Central or State) deploying not less than 50 persons at one site.
- (c) The Bidder should have registered office/branch office in Nagpur City
- 2.2 Documents supporting the Minimum Eligibility criteria

In proof of having fully adhered to minimum eligibility criteria at 2.1(a), following Self-attested Documents /Registration Details shall be appended with the bid documents.

- 1. Valid Gumastha License for Security/MTS related duties including gardening/ Housekeeping/ Canteen Services.
- 2. ESIC Registration No:-
- 3. GST Registration No:-
- 4. Income Tax Returns for Last three year. :-
- 5. MSME/NSIC Udyog Aadhar Registration Certificate:-
- 6. ISO 9001-2015 Certificate :-
- 7. Valid police License(PASARA) For Security :-
- 8. EPFO Registration no:-
- 9. No Blacklisting Certificate
- 10.No Bankruptcy/Insolvency Certificate
- 11. Proof of having office/branch office in Nagpur City

3. EARNEST MONEY DEPOSIT:

3.1The Bid should be accompanied with the Earnest Money Deposit (EMD), refundable without interest for Rs: 40,000/-(Rupees Forty thousand only) for each services in the form of Bank Challan drawn in favour of "Sr. Accounts Officer, O/o The Principal Accountant General(A&E)-II, Mah, Nagpur" to be deposited in to State Bank Of India, Kingsway Branch, Nagpur; failing which the tender shall be rejected out rightly. However Micro, Small and Medium Enterprises(MSME) are exempted from depositing Earnest Money Deposit.

- 3.2 The EMD in respect of the agencies which do not qualify shall be returned to them without any interest.
- 3.3 The bid security may be forfeited:-
- (i) if the bidder withdraws his bid during the period of validity of the bids 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 documents;
 - (b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails to refuses to honor his own quoted prices for the services or part thereof.

4. SUBMISSION OF BIDS

- 4.1 The bidding Firms have to submit the duly filled in prescribed Tender Form available on office website https://cag.gov.in/ae/nagpur/en as well as on on Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and GeM portal on terms and conditions as mentioned therein . Further process of bidding will be done through GeM Portal.
- 4.2 The bids shall have a validity of one month. The Bidders who bid for all six services will be given preference.
- 4.3 The Earnest Money Deposit (EMD) of Rs: 40,000/- (Rupees Forty Thousand only) for each services with self- attested Documents/Registration Details should necessary accompany the Bid of the agency, except MSME firms
- 4.4 No Bid shall be accepted after the specified date and time.
- 4.5 If there is any discrepancy between words and figures in the bid documents for the rates quoted, the amount in word shall prevail.

5.BID OPENING PROCEDURES

5.1. Bids shall be opened as per the GeM Portal standard operating procedure.

6. RETURNING OF EARNEST MONEY DEPOSIT (EMD).

- 6.1. Earnest Money Deposit (EMD) of the unsuccessful bidders shall be returned after award of the contract to the successful bidder.
- 6.2. Earnest Money Deposit (EMD) of the successful bidder shall be returned after successful completion of the contract.

7. PERFORMANCE SECURITY DEPOSIT (PSD)

- 7.1 The successful Company/Firm/Agency will have to deposit a Performance Security Deposit of 5% of the total value of the contract of each services by way of challan drawn in favour of "Sr. Accounts Officer, O/o The Accountant General(A&E)-II, Mah, Nagpur" to be deposited in to State Bank Of India, Kingsway Branch, Nagpur; **failing which the tender shall be rejected out rightly**. The PSD would be refundable only after successful completion of the contract.
- 7.2 The Performance Security Deposit (PSD) will be forfeited by order of the Accountant General in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance in the rendering designated services, as per the terms and conditions for each service(attached herewith), by the Company/Firm/Agency.

8. PAYMENT

- 8.1 The Payment for each service rendered during the month shall be made through ECS in the following month after receipt of copy of the bills supported by the list of the staff developed by the agency with photo copies of the challans of EPFO and ESIC indicating the amount deposited in their names.
- 8.2 Tax Deduction at Source (TDS) of both direct and indirect taxes shall be deductible from the bill as applicable.
- 8.3 The bills raised by the contractor shall be certified by designated officials of the office, before their confirmation for payment.

9. PENALTIES

- 9.1 Whenever and wherever it is found that the assigned work is not performed up to the complete satisfaction of this office, it will be brought to the notice of the contractor by this Office and if no action is taken immediately, penalty of Rs 250/per day will be imposed, deductible from the bills(s) submitted by the vendor to the office.
- 9.2 The Contractor has to ensure the availability of required number of manpower as per the contract. It shall be the sole responsibility of contractor to deploy required number of workers for each service as specified in the contract, on every working day. If the deployed number of workers/supervisor is less than specified number as mentioned in the contract, a penalty of Rs. 250/- per absentee per day shall be deductible from the bill(s) submitted by the vendor to the office.

9.3 In case the services provided by the contractor are found to be unsatisfactory, and despite giving reasonable opportunities to rectify the same and there is no improvement in the service standards, as depicted in the terms and conditions for each service (attached herewith), the office reserves the right of premature termination of the contract without giving any specific notice to this effect.

10. JURISDICTION:- The Nagpur courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract.

Sr. Accounts Officer/L&S

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

- 1. The agency should have been registered under Bombay shop and Establishment Act 1948.
- 2. It will be the responsibility of the Agency to obtain necessary certificate, licence, etc. And also to update it from the State Government, Ministry of Personnel/Labour etc.
- 3. Deployment of Security Guards/Safaiwalas/Contractual workers shall be all over the complete premises of the Accountant General (A&E) II, Nagpur and Pension Branch office premises opposite to Ravi Bhavan.
- 4. The Security Guards/Safaiwalas/Contractual workers of the agency will not be bound by this office service regulation and as such they are not entitled for payment of wages, Residential quarters, holidays, and abide by the Labour Act such as Workman Compensation Act and Minimum Wages Act and other regulations framed by the Government from time to time. Further this office is not responsible for any violation of the regulations by the agency.
- 5. This office is not responsible for any compensation due to accident (fatal or non-fatal or injuries) to the guards of the agency.
- 6. The agency shall be responsible to carry out obligations under various Government Act like Minimum Wages Act, Factory Act, Group Insurance Act, Gratuity Act, ESIS Act, EPF Act etc. and or any statutory obligation for which this Office shall not be responsible at all.
- 7. It will be Agency's sole responsibility to maintain various registers and return required under various Acts and the same shall be produced on demand by this office for verification
- 8. The agency shall make arrangements for the Guards attending duties in time.
- 9. Any stationary and first aid box will not be provided by the office. The agency should make its own arrangement.
- 10. In case of any dispute, the decision of the Principal Accountant General (A&E) II, Maharashtra, Nagpur shall be final.
- 11. The agency should submit bio-data with photo graph of each and every security guard deployed within seven days to Sr. Accounts Officer/L&S.
- 12. The contractor shall submit the monthly bill on completion of each month for releasing the payment through ECS.
- 13. The agency shall deploy Security Guards/Safaiwalas/Contractual workers with good habits and they are expected to behave well with the staff/public in general and with lady members in particular.
- 14. Agency should ensure that no Security Guards/Safaiwalas/Contractual workers on duty are under the influence of liquor, drugs or other intoxicating elements.
- 15. This office reserves the right to cancel the contract by giving notice of 01(One) month and the Agency at any time by giving notice of 02(Two) months.
- 16. In case of any type of misconduct, adverse report against the performance of the agency the office reserves the right for cancellation of the contract at any stage and decision taken will be final and binding on the agency.
- 17. Income tax & cess thereon would be deducted at the prescribed rate from the payment of bill to be paid to the Agency.
- 18. Sub-letting of the contract is not allowed. Otherwise the contract will be terminated and the security deposit forfeited.
- 19. Professional Tax as applicable will be paid by the agency.
- 20. The agency shall submit a monthly report to the office showing details of duty performed by each guard, details of deduction and deposit towards PF and its remittance to EPF authorities and payment of service Tax, Professional Tax & ESIS.
- 21. The agency should furnish Latest Income Tax clearance Certificate issued by IT authorities and copy of PAN card no. of proprietor.
- 22. The agency should furnish Audited Balance sheet for preceding three financial years.
- 23. It is expressly agreed, confirmed and understood by both the parties the application of Force Majure Clause to this Agreement and in that such as acts of God, war, terrorism, earthquakes, hurricanes, acts of government, explosions, fire, plagues or epidemics and "such other acts or events that are beyond the control of the parties" the contract for hiring of persons may be suspended for a period of time or for the entire period of the contract.

Sr. Accounts Officer/L&S.

Additional Terms and Conditions for Deploying Security Guards:-

- 1. The agency should provide security for the entire 24 hours a day divided into three shifts of eight hours duration each on all days with effect from 1-7-2022 to 31-3-2023.
- 2. The agency is bound to provide guards at the accepted rates i.e. @ Rs:...../- p.m. per guard inclusive of all taxes for the entire period of agreement.
- 3. The agency should provide 09(Nine) Guards to this office having Main Building and Pension Building.
- 4. The minimum qualification for the Guard should be Matriculation.
- 5. The Guards should be in complete uniform provided by the agency. The Guards shall wear neat and tidy uniform with shoulder title, name plate, badges and shall pay respect to the staff members and visiting officers thus maintaining office decorum.
- 6. The Agency should provide Torches with additional batteries to the night duty guard.
- 7. It is the sole responsibility of the agency to guard and patrol the office premises of both the Buildings.
- 8. The agency should maintain Attendance Register of Guards and keep it open for inspection by this office.
- 9. The guards are required to open and close the office daily at 9.00 a.m. and at 6.30 p.m. respectively on all working days.
- 10. The Guards are required to hoist National Flag on the Building in the morning after dawn and flag lowering in the evening before sunset.
- 11. The agency should prepare for Flag hoisting on 15th August and 26th January. All the security guards should remain present on this occasion smartly turnedup for taking salute and parade.
- 12. In case of any loss detected due to theft/pilferage the agency shall inform the Sr.Accounts Officer /L&S Section immediately and should co-operate in the investigation process suitably.
- 13. The agency shall make good in case of any loss/damage to the property occurred due to negligence of Guard. Such loss shall be recovered from the pending bills of Agency.
- 14. The Guards should not allow any material outside the office premises without any Gate Pass issued by Sr.Accounts Officer /L&S.
- 15. The guards should be well trained; strong, healthy and physically fit to guard the Building and materials satisfactorily otherwise such guards shall not be allowed to join duty.
- 16. The Guards shall arrange to issue passes to the visitors after verifying their bona fides and collect them back duly signed by the officer visited and submit them duly tagged to the office daily.
- 17. The Guard should not entertain any outsiders in the chowky at the Gate and permit any unauthorized person in the premises of both the office Buildings.

Sr. Accounts Officer/L&S.

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

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

Sr. Accounts Officer/L&S.

Additional terms and conditions for Contractual workers for Departmental Canteen:

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

Sr. Accounts Officer/L&S.

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

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

Sr. Accounts Officer/L&S.

Terms and Conditions for Data Entry Operator / Skilled Worker

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

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

- 27. The agency should furnish Audited Balance sheet for preceding three financial years.
- 28. It is expressly agreed, confirmed and understood by both the parties the application of Force Majeure Clause to this Agreement and in that such as acts of God, war, terrorism, earthquakes, hurricanes, acts of government, explosions, fire, plagues or epidemics and "such other acts or events that are beyond the control of the parties" the contract for hiring of persons may be suspended for a period of time or for the entire period of the contract.
- 29. This department is a Central Government office and has five working days (Monday to Friday) a week. Working hours would normally be from 9.30 AM to 6.00 PM during working days including half hour lunch break from 1.30 PM to 2.00 PM.
- 30. Education qualification should be Higher Secondary from recognized board or equivalent and Speed test of not less than 15000 key depressions per hour for data entry work.

Sr. Accounts Officer / L&S O/o the Accountant General (A&E)-II, Maharashtra, Nagpur Name of Agency/vendor