

भारत सरकार
भारतीय लेखापरीक्षा एवं लेखा विभाग
प्रधान महालेखाकार (लेखापरीक्षा)
हिमाचल प्रदेश, शिमला-171003



Government of India
Indian Audit and Accounts
Department
Pr. Accountant General (Audit),
Himachal Pradesh,
Shimla-171003

INVITATION FOR BIDS (IFB)

Tender No. Estt.GD/Audit/Outsourcing/2024-25/236

Dated: 07-01-2024

The office of the Pr. Accountant General (Audit), Himachal Pradesh, Shimla-171003 invites online bids for Hiring of manpower services (Un-skilled, Skilled staff) to work as MTS / Canteen attendant/ Halwai cum cook/ Stenographer/Clerk/DEO etc. as mentioned in the following table for the year 2024-25

	Category	Tentative Requirement of Manpower
a	Unskilled (MTS)	20 MTS Approximately
b	Skilled (Stenographer/ Secretariat related work)	03 Approximately
c	Skilled (Halwai-cum Cook)	03 Approximately
d	Unskilled (canteen attendant)	14 Approximately
e	(Security personnel)	12 Approximately
f	Clerk/ Typist/DEO (Clerical Work)	05 Approximately

Note:- Requirement of manpower may be increased / decreased by client from time to time as per available number of vacancies subject to their administrative approvals from Hqrs.

The Bid document can be downloaded from GeM Portal as-well-as from the office website <https://cag.gov.in/ag/himachal-pradesh/en>

Time Schedule:

1. Start date of Bid preparation and submission: 07 January 2024
2. Expiry date of Bid submission: 20 January 2024
3. Date of Tender opening : 22 January 2024
4. Validity of Bids : 90 days from date of Bid submission

Important Conditions:

1. The Bids need to be submitted through GeM Portal only. No other mode of submission will be acceptable.
2. **The contract, if awarded, shall be initially for a period of one year (i.e. 1st April 2024 to 31st March 2025).**
3. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor.
4. The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act.

3/1/24
Sr. Dy. Accountant General (Admn)
2/01/24

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
SHIMLA 171003**

Bid Document No. Estt. GD(Audit)/01/2023-24/2024-25/236

Dated 04.01.2024

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

**FOR SELECTION OF AGENCY FOR PROVIDING HIRED
MANPOWER FOR THE OFFICE OF THE PRINCIPAL
ACCOUNTANT GENERAL (AUDIT), SHIMLA
HIMACHAL PRADESH 171003**

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
SHIMLA 171003**

BID DOCUMENTS FOR

*“Hiring of manpower services (Un-skilled,
Skilled staff) to work as MTS / Canteen attendant/ Halwai cum cook/
Stenographer/Clerk/DEO*

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**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
SHIMLA 171003**

ANNEXURE-1

BID SUBMISSION FORM

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
SHIMLA 171003**

BID SUBMISSION FORM

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

Date:

LETTER OF BID

To

Sr. Audit Officer (GD)
Office of the Principal Accountant General (Audit)
Shimla 171003

Ref: Invitation for Bid Document No. Estt. GD (Audit) /01/2023-24/2024-25/236 Dated: 04.01.2024

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
SHIMLA 171003**

ANNEXURE-2

INSTRUCTIONS TO THE BIDDERS

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
SHIMLA 171003**

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Office of the Principal Accountant General (Audit), Shimla HP 171003, hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH Government e-Marketplace (GeM) from reputed firms dealing with Ministries/Govt. departments for providing hired manpower services for its office.
- 1.2 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.3 The Bidder should download the Bid document (Scope of Work and Special condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document (Scope of Work and Special condition of Contract) including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of Principal Accountant General (Audit), Shimla HP 171003
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Principal Accountant General (Audit), Shimla HP 171003. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

2. MINIMUM ELIGIBILITY CRITERIA

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

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- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity i.e. a proof for supporting the legal validity of the Bidder shall be submitted (i.e. certificate issued by the Companies Registrar/concerned authority).
- b. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under all concerned labour laws, Employees Provident Fund Organisation and Employees State Insurance Corporation. Documents in this regard should be submitted.
- c. **Experience:** The Bidder should have
 - (i) at least last three years' experience for providing manpower services in Ministries/Departments under Government of India/ State Government/PSUs.
 - (ii) The Bidder who has MSME certificate, he may be exempted from the condition mentioned at 2 (c) (i).
- d. **Turnover:** The Bidder should have minimum gross turnover of Rs. 2 crore per year in the similar business of providing manpower as per the bid document in last 3 years.
- e. The bidder should have its own trained manpower on their rolls. A Notarized affidavit and undertaking that the workers employed would be paid atleast minimum wages (for skilled, semi-skilled and unskilled) as per orders of Govt. Of India, Ministry of Labour & Employment and oblige all statutory requirements with respect to ESI, EPF, Bonus etc., with reference to those workers should be submitted.
- f. **The bidder should have its office located in Shimla District of Himachal Pradesh region. The Bidder should submit documentary proof for the same.**

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificate issued by the Companies Registrar/concerned authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested **copy of PAN, EPF Registration, ESIC Registration and Labour Licence** shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), **attested copy of work orders** alongwith **work completion certificates / ongoing work certificates** issued by the concerned Ministries/Departments.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested **copy of ITR and Service Tax Return for the last three financial years** shall only be acceptable. Besides, a notarized Affidavit to adhere minimum eligibility criteria at 2 (e) and undertaking regarding workers employed would be paid at least minimum wages (for skilled, semi-skilled and unskilled) as per orders of Government of India, Ministry of Labour & Employment and oblige all statutory requirements with respect to ESI, EPF, Bonus etc. shall only be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial year i.e. 2020-21, 2021-22 and 2022-23 shall only be acceptable.
- (vi) Other documents as per Clause 6 of Annexure-2

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3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit at the rate of 5% of the total estimated value of the contract in the form of Bank Guarantee/Demand Draft of State Bank of India as per bid document of GeM. 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 **DDO cum Sr. Audit Officer, Office of the Principal Accountant General (Audit), Shimla HP 171003**
- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to Sr. Audit Officer (Estt. GD) Office of the Principal Accountant General (Audit), Shimla on or before the time of closing of the uploading of the Bids. The original copy of the EMD can be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate (s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 **The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the bid document
 - (b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - (d) In such case, the bidder is also liable to be debarred from future tendering.

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3.9 No interest shall be paid on the earnest money deposit.

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

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

5.1 The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID within twenty days of availability of bidding document on GeM. More information useful for submitting online bids on the GeM Portal may be obtained.

5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.

5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 2** of the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.

5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in **Clause 6 of Annexure 2** of the Bid Document in a sealed envelope superscribed "Bids for providing Manpower Services" to **Sr. Audit Officer, GD Section, Room No. 50, Gorton Castle Building, Office of the Principal Accountant General (Audit), Shimla HP – 171003** or sent by post at the above highlighted address on or before the dates specified in the Bid document.

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

5.6 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.

5.7 The important dates are mentioned in Bid document.

6. TECHNICAL BID

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

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- a. **Annexure-1** : The Bidder shall be required to print "Bid Submission Form' as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure 6: Technical Bid Form**: The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 6 in GeM Portal.
- c. **Earnest Money Deposit**: A scanned copy of earnest money deposit or exemption certificate should be uploaded through GeM Portal as per clause 3 of the bid document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 2.1 of Annexure-2.
- d. **Documents in support of Minimum Eligibility Criteria**: The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Clause 2.1 of Annexure-2 of the Bid Document in support of their fulfillment of minimum eligibility criteria.

7. FINANCIAL BID:

- 7.1 The Bidder should quote rates for each and every category of manpower in terms in Indian Rupees. If rate is not quoted for all the category of manpower, the bid will not be valid and hence the same will be rejected. **The consolidated price will be taken into consideration while awarding of contract to the successful bidder.**
- 7.2 The rates quoted shall be full and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Bonus, Substitute and other statutory charges arising from time to time.
- 7.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

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9. TECHNICAL BID EVALUATION

- 9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-1 in the prescribed format in GeM Portal.
 - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 6 in the prescribed format in GeM Portal.
 - (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in GeM Portal.
 - (iv) That copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original of the EMD and other affidavits should be submitted by the Bidder as per the timelines specified in the Bid document.
 - (v) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-2.
- 9.3 The originals of Earnest Money Deposit, Annexure-1, Annexure-6, Annexure-9 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "Bid for providing Manpower Services" to **Sr. Audit Officer, GD Section, Room No. 50, Gorton Castle Building, Office of the Principal Accountant General (Audit), Shimla HP – 171003** or sent by post at the above highlighted address on or before the dates specified in the bid document.
- 9.4 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.
- 9.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.
- 9.6 The bidder who qualifies in the technical evaluation stage shall only be eligible/considered for opening of financial bids and Client shall intimate the bidders in this regard.

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time.

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

11. RIGHT OF ACCEPTANCE:

11.1 The Office of the Principal Accountant General (Audit), Shimla HP 171003 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 Principal Accountant General (Audit), Shimla HP 171003 in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3 The competent authority of the office of the Principal Accountant General (Audit), Shimla reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Principal Accountant General (Audit), Shimla HP 171003 reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

11.5 The office of the Principal Accountant General (Audit), Shimla HP 171003 may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc., and earnest money/performance bank guarantee will be invoked.

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

12.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to the empaneled Agency (s) / Firm (s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

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

12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

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

13.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within ten (10) days

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after opening of the eligible financial Bids.

- 13.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within thirty (30) days, on award of contract to the Successful bidder.
- 13.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.
- 13.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

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ANNEXURE-3

GENERAL CONDITIONS OF CONTRACT (GCC)

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT),
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GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

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

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “Office of the Principal Accountant General (Audit), Shimla HP 171003”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing manpower services in Client’ premises has been awarded.

1.2 CONFIDENTIALITY

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

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2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of State Bank of India, a sum equivalent to 5% of the accepted contract value in favour of **DDO cum Sr. Audit Officer, Office of the Principal Accountant General (Audit), Shimla HP 171003** payable at Shimla.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Principal Accountant General (Audit), Shimla HP 171003 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 Principal Accountant General (Audit), Shimla HP 171003 sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Principal Accountant General (Audit), Shimla HP 171003 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 Principal Accountant General (Audit), Shimla HP 171003 shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate to be issued to the client in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. NOTICE TO PROCEED

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

4. SIGNING OF CONTRACT AGREEMENT

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

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

5. SERVICES REQUIRED BY THE CLIENT

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

6. COMMENCEMENT OF SERVICES

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

- 6.1 Submission of Performance Bank Guarantee.
- 6.2 The Contractor shall commence manpower services in Client's premises within 15 days from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI, EPF and Bonus etc.) shall be paid by the Contractor.
- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The contractor shall submit to the client the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC registration. The details of submission of EPF, ESIC contribution, Certificate regarding fully submission of EPF and ESIC of previous month and detail of salary credited in manpower's bank account to the concerned authorities by the contractor shall be submitted on every month to the Client.

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- 7.3.1 Further, the Contractor shall also be required to submit an undertaking with the monthly bills that they have paid the monthly dues of EPF/ESI to the respective authorities.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave etc. from time to time to its personnel.
- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable.
- 7.6 The Contractor shall cover its personnel for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide Identity Cards to manpower at its own cost and all benefits and other statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall provide (i) minimum of two sets each of summer and winter uniform at its own cost in April and October each year to its personnel and (ii) character and police verification certificate of all outsource personnel.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meeting with Establishment GD will be held on behalf of Client. Number of manpower may be varied at any stage as per the requirement of the Client.
- 7.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

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7.17 Contractor's Personnel

- 7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.17.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

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9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the manpower Services are to be provided / required to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.
- 9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any "employee-employer" relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year (i.e. 1st April 2024 to 31st March 2025) and may be extended upto two years (One year at one go) subject to continuous satisfactory performance on the same terms and conditions. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority of the office of the Client.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- 11.2 The prices shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 2nd of every following month. The Contractor shall make payments on account of remuneration to the manpower on or before 7th of every month whether the payment of the same has been made by the client or not.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period except wages increase of employees by the Ministry of Labour and Employment.

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- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the bid document.
- 11.7 All payments shall be made by NEFT only, after deducting TDS and GST, as per the rules of the Government and as applicable from time to time.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 11.10 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursal of insurance claim/ EPF/ ESIC/Bonus etc. towards its employees.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

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

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

- 12.2 the date of commencement of the event of Force Majeure;
- 12.3 the nature and extent of the event of Force Majeure;
- 12.4 the estimated Force Majeure Period,

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- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

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

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor:
- 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.
- 13.2.2 if the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 13.2.3 the Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

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

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

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15. INSOLVENCY

15.1 The competent authority of the office of the Principal Accountant General (Audit), Shimla HP 171003 may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

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

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

16. CURRENCIES OF BID AND PAYMENTS

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

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

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

17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Shimla.

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18. CORRUPT OR FRAUDULENT PRACTICES

- 18.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 18.2 Principal Accountant General (Audit), Himachal Pradesh, Shimla office shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 18.3 Principal Accountant General (Audit), Himachal Pradesh, Shimla office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 18.4 Principal Accountant General (Audit), Himachal Pradesh, Shimla office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

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

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

2. INDEMNIFICATION:

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

3. LABOUR LAW COMPLIANCES

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, EPF, Bonus etc., shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.

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

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month 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, and payment of bonuses.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and

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Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

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

4. OFFICIAL RECORDS:

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

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) Declaration of the Contractor regarding compliance of Amount of EPF / ESIC

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

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ANNEXURE-5

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

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

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 1.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death while performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The 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.
- 1.8 The Contractor shall provide minimum of two sets each of summer and winter uniform at its own expenses in April and October each year to its personnel.

2. SUPERVISION

- 2.1 The Contractor shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor 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.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

- 3.1 The Client intends to outsource manpower for deployment in different categories such as Skilled and Unskilled staff as per the norms of the Government.
- 3.2 The manpower appointed in different categories shall be deployed by the Client for the work of MTS / Canteen attendant/ Halwai cum cook/ Stenographer/Clerk/DEO and any other category as deemed fit by the Client as per the provisions of para 3.1 above.
- 3.3 The Contractor is required to quote prices for each of the category viz. Skilled and Unskilled staff.
- 3.4 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.5 The tentative requirements of manpower in each of the category shall be as under:

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	Category	Tentative Requirement of Manpower	Criteria for hired manpower
a	Unskilled (MTS)	20 MTS Approximately	Self-motivated, energetic and dedicated having minimum 18 years of age, and having proficiency and experience in the relevant field.
b	Skilled (Stenographer/ Secretariat related work)	03 Approximately	Self-motivated, energetic and career oriented individuals having minimum 18 years of age, and having proficiency in MS office, MS Excel with good communication skills who possess data entry speed of 15000 (fifteen thousand) key depressions per hour on computer.
c	Skilled (Halwai-cum Cook)	03 Approximately	Self-motivated, energetic and dedicated having minimum 18 years of age, and having proficiency and experience in the relevant field.
d	Unskilled (canteen attendant)	(11+3) 14 Approximately 11 for Departmental Canteen 03 for Departmental Guest House	Self-motivated, energetic and dedicated having minimum 18 years of age, and having proficiency and experience in the relevant field.
e	(Security personnel)	12 Approximately	Self-motivated, energetic and dedicated having minimum 18 years of age, and having proficiency and experience in the relevant field for undertaking watch and ward duties, and opening and closing of rooms.
f	Clerk/ Typist/DEO (Clerical Work)	05 Approximately	Self-motivated, energetic and career oriented individuals having minimum 18 years of age, and having proficiency in MS office, MS Excel with good communication skills who possess data entry speed of 15000 (fifteen thousand) key depressions per hour on computer.

Note:- Requirement of manpower may be increased / decreased by client from time to time as per available number of vacancies subject to their administrative approvals from Hdqrs.

4. PENALTIES

- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.2000/- per day can be imposed upto 15th of the month and the contract shall be liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit/ Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be encashed. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, the Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

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- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.2000/- per day per complaint can be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower. If the required number of manpower is less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day can be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills submitted by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.
- 5. SCOPE OF WORK-CONTRACTOR**
- 5.1 Vendor must provide standard and clean liveries to its employees with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI registration, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Shimla 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.

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- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 The payments to its employees shall be disbursed by the Contractor through Bank Account remittance. The Contractor shall be required to produce details of bank transfer alongwith the monthly invoice to the Client.

6. SCOPE OF WORK – FOR SERVICES

- 6.1 Contractor's personnel shall be deployed at the office of Principal Accountant General (Audit) Shimla
- 6.2 The unskilled employees (MTS) of Contractor are liable to be deployed as MTS in different Sections of the Client's premises. While working as MTS, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, Cleaning /Dusting of concerned Section, photocopy etc. or any other job as may be assigned by the Client.
- 6.3 The unskilled employees (MTS) may be deployed as Canteen attendant for managing related works.
- 6.4 Skilled personnel of the Contractor are liable to be deployed as Halwai cum Cook. While working as the Skilled personnel, they are required to adhere to the respective standards as per the requirements of Client.
- 6.5 Stenographer engaged by Contractor is liable to be deployed with Group Officer wherein he/she is required to be fully conversant with the desired standards of a Stenographer, as per the requirements of the Client.
- 6.6 **Clerk/Typist/DEO engaged by Contractor is liable to be deployed in different Sections of the Client's premises. While working as Clerk/Typist/DEO, the Contractor's personnel are liable to perform duties which are related to MS office, MS Excel with good communication skills and possess data entry speed of 15000 (fifteen thousand) key depressions per hour on computer both in Hindi and English.**
- 6.7 Skilled personnel of the Contractor are liable to be deployed as Security personnel. While working they are required to undertake watch and ward duties and opening and closing of rooms.
- 6.8 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.9 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with through academic qualifications are deployed in Client's premises who can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.

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7. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

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

CONFIDENTIALITY

- ✓ The phone number and movement plans of the client shall not be given to anyone.
- ✓ The following information about the client shall not be given to anyone.
 - ✓ Car make, color and number of any officer(s)/official(s).
 - ✓ Telephone no./ any other information.
 - ✓ Location and movement plans.
 - ✓ Meetings and conference schedules.
 - ✓ Site plan of the premises.
 - ✓ Travel details of the clients.
 - ✓ Assets of the office.

TELEPHONE HANDLING

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

FRISKING / CHECKING PROCEDURES

- ✓ All contract staff may be throughly frisked at the time of their leaving the office premises in the evening.
- ✓ If anything untoward is found, it must be reported to Sr. AO (GD)

NOTE FOR THE CLIENT

- ✓ List of authorized signatories to be provided.

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**ANNEXURE-6
TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
..... 5.
- Address of the firm
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number
.....
.....
16. Permanent Income Tax number, Income Tax circle
17. EPF Registration No.
18. ESIC Registration No.

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19. Particulars of EMD

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

20. Description of similar work of providing manpower service during the last three financial years in Government Departments

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

Details of Uploaded Documents

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copies of Last three years Balance Sheet	Yes/No
4.	Copies of ITR for the last three years	Yes/No
5.	Experience Certificates and Work orders	Yes/No
6.	Annexure-1	Yes/No
7.	Annexure-6	Yes/No

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ANNEXURE-7

CONTRACT AGREEMENT NO.....-ADMNS/ DATED

THIS AGREEMENT is made on between **Office of Principal Accountant General (Audit), Shimla HP 171003** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at AG Post office, Gorton Castle Shimla of the One Part,

AND

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

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through GeM Portal, vide Notice Inviting for “**hiring manpower services at its office** under Bid Document No. **Estt. GD(Audit)/01/2023-24**10.2023.
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.

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

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VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Principal
Accountant General (Audit),
Shimla HP 171003**

(Authorised Signatory)

(Authorised Signatory)

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**Bid Document No. Estt. GD(Audit)/01/2023-24/2024-25/236
ANNEXURE-8**

Dated 04.01.2024

PERFORMANCE BANK GUARANTEE

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

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Principal Accountant General (Audit), having its office at Gorton Castle Shimla-171003 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] (“**Contract**”) with [insert name of the Successful Bidder](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Bid Documents number [insert reference number of the Bid Documents] dated [insert date of issue of Bid Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Shimla for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

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

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

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

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

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[date of power of attorney to be inserted].....granted
to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

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**ANNEXURE-9
BID SECURITY FORM**

No.....

Date.....

To

**Sr. Deputy Accountant General (Admn.)
Office of the Principal Accountant General (Audit),
Shimla HP 171003**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing manpower services on contract basis under Bid Document No. **Estt. GD(Audit)/01/2023-24** dated .12.23 KNOW ALL MEN by these presents that WEof having our registered office at
(Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. _ (Rupees

_) for which payment will and truly be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

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

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

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

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch