

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



भारत सरकार  
भारतीय लेखा तथा लेखा परीक्षा विभाग  
प्रधान महालेखाकार ( लेखा परीक्षा )  
हिमाचल प्रदेश, शिमला-171003

### **Notice inviting Tender**

No. GD-Estate-Audit/Outsourced/2021-22/152

Dated: 23.06.2021

Sealed tenders/quotations are invited by O/o the Principal Accountant General (Audit) Himachal Pradesh from experienced registered contractors/firms/ Cooperative Societies having a valid license under Contract Labour (Regulation and Abolition) Act, 1970 for providing Cleaning services 19 (Nineteen), 'Multi Task Services' (8 persons), 'Security' (4 persons), Halwai cum Cook (02 persons) and Canteen Parichar (09 persons) on outsourcing basis in the office for a period from 01.08.2021 to 31.03.2022.

#### **Schedule-**

- |  |                                  |
|--|----------------------------------|
| i. Last Date& time for deposit of tender bids: | 15.7.2021 till 12:00 P.M         |
| ii. Date& time for opening of Technical bids:  | 15.07.2021 3:00 PM               |
| iii. Opening of Financial bid by committee:    | 20.07.2021                       |
| iv. Place of Opening of Bids:                  | Office of PAG(Audit) , Shimla-03 |

The tender documents along with instructions and terms and conditions can be downloaded from the website <https://cag.gov.in/ag/himachal-pradesh/en/tenders> or obtained in person from O/o Principal Accountant General (Audit), HP, Shimla.

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**Deputy Accountant General (Admn.)**

## **GENERAL INSTRUCTION TO TENDERERS**

1. **Submission of tender:** Technical Bid and Financial bid should contain Earnest Money Deposit (EMD) and accompanied by copies of the documents stated in Annexures.
2. **EMD:** EMD of ₹50,000/- (Rupees Fifty thousand only) is must and should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker's cheque/FDR/DCR from any scheduled bank drawn in favour of **Sr. Audit Officer-cum-DDO O/o Principal Accountant General (Audit) Himachal Pradesh Shimla**. EMD in any other form will not be accepted as valid EMD.

In respect of the successful bidder, this EMD will be returned on receipt of Security/Performance Guarantee Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected.

3. **Security/Performance Guarantee Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful bidder shall have to deposit ₹5,00,000/- (₹ Five lac only) as Security Deposit, immediately after commencement of the contract. This security deposit is to be furnished in the form of Demand Draft or FDR or DCR from any of the Nationalized Banks or SBI one of the scheduled banks. The security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the security deposit will be refunded after adjusting dues if any to the Contractor.
4. The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him.
5. The tender should be duly signed by the authorized person(s). Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
6. The tenderer should ensure that amounts are written in such a way that interpolation is not possible. No blank space should be kept.
7. Failure to fulfil any of the conditions laid down renders the tender invalid.
8. Workers assigned work in O/o the Principal Accountant General (Audit) Himachal Pradesh, Shimla should not be involved in any police case or any case should not be pending against them. Police verification certificate for the persons deployed for work to be submitted.
9. The workers must be provided with two sets of uniform, footwear and other materials for safety and safe handling of chemicals, etc. by the contractor, within 15 days of engagement of the worker. The workers should maintain personal hygiene. They should behave politely and amenable to the discipline being followed in the office.

**ANNEXURE –I**

**Technical Bid**

**(To be enclosed in a separate sealed envelope)**

For providing manpower to perform skilled/unskilled jobs in the Office of the Principal Accountant General (Audit), Himachal Pradesh, Shimla – 171003

<b>1. Documents/details to be mandatorily submitted:-</b>																
<b>Sl.</b>	<b>Particulars</b>			<b>Fill in the details</b>												
<b>1</b>	Name of Firm/Tenderer/Company (in block letters)															
<b>2</b>	Permanent Address, Telephone No. & E-mail															
<b>3</b>	Address and Telephone no. /E-mail of Sub-office at Shimla															
<b>4</b>	EMD, DD/FDR/DCR No. & Date, Banker's Name & Branch			[Attach as enclosure & refer here]												
<b>5</b>	Name of the bank, address, account number, IFSC code (Attach			Attach as enclosure & refer here]												
<b>6</b>	Give details of the major similar contracts handled by the Tendering Company/Firm/agency on behalf of PSU's and Government department during the last three years in the following format. <table border="1" style="margin-left: 20px;"><thead><tr><th>Sr. No.</th><th>Details of client along with address, telephone and Fax number</th><th>Amount of contract (Rs. in lakh)</th><th>Duration of Contract From-to</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>			Sr. No.	Details of client along with address, telephone and Fax number	Amount of contract (Rs. in lakh)	Duration of Contract From-to									[Attach as enclosure & refer here]
Sr. No.	Details of client along with address, telephone and Fax number	Amount of contract (Rs. in lakh)	Duration of Contract From-to													
<b>7</b>	Income Tax Return (last three years), TAN No. PAN No., Goods and Service Tax No. <b>(Enclose photo copies)</b>			[Attach as enclosure & refer here]												
<b>8</b>	Annual turnover should not be less than Rs. 50 lakh in each year during the last 3 years. <b>(Enclose Audited Annual Financial Statements for the years 2017-18, 2018-19 and 2019-20 as proof of turnover)</b>			[Attach as enclosure & refer here]												
<b>9</b>	<b>Details of infrastructure, persons employed (persons employed should not be less than 100 in each year during the last 3 years). (Enclose photo copies of EPF and ESI challans as proof of persons employed)</b>			[Attach as enclosure & refer here]												
<b>10</b>	Copy of a valid License issued by the State/Central Labour Department under Contract Labour Act duly attested by the Contractor.			[Attach as enclosure & refer here]												
<b>11</b>	Details of EPF Registration with date and proof of registration			[Attach as enclosure & refer here]												
<b>12</b>	Details of ESIC Registration with Date and proof of registration			[Attach as enclosure & refer here]												
<b>13</b>	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/Vigilance enquiry pending or ever been punished by any Hon'ble Court or black listed (in Original).			[Attach as enclosure & refer here]												
<b>14</b>	Any other relevant information			[Attach as enclosure & refer here]												

## ANNEXURE –II

### Financial Bid

To provide manpower to perform skilled/unskilled jobs in the Office of the Principal Accountant General (Audit), Gorton Castle and Railway Board Building, Shimla – 171003

Name of Tendering Service Provider Company/Firm/Agency:

Details of earnest Money deposit Amount:

DD/Banker's cheque/FDR/DCR No. & Date:

Drawn at Bank:

Rates should be quoted only for **Sr. No. 4 (Fixed Contractors Administrative /Service Charges)** and **Sr. No. 5 Total (Column 1 to 4)**

Sl. No.	Component of Rates	No. of outsourced staff required for each category	Amount payable per person per month (In Rs.)	Total amount payable per month (in Rs.)
1.	Monthly Rate as per Ministry of Labour, Govt. of India/ Govt. of HP whichever is higher according to notification for skilled manpower (at the rate of ₹609/ per day)*	<b>02 Halwai + 4 Security</b>	18,270	1,09,620
2.	Monthly Rate as per Ministry of Labour, GoI / Govt. of HP whichever is higher according to notification for unskilled manpower (at the rate of ₹431/ per day)*	<b>08- MTS 09 Canteen Parichar 19-Cleaning Staff</b>	12,930	4,65,480
3.	<b>Statutory liabilities viz. EPF, ESI &amp; GST etc</b>	For 42 out sourced staff		
	<b>i. EPF at the rate of 13 per cent</b>		4,056	74,763
	<b>ii. ESI at the rate of 3.25 per cent</b>		1,014	18,691
	<b>iii. GST at the rate of 18 per cent</b>	On labour charges	5,616	1,03,518
4.	<b>Fixed Contractors Administrative /Service Charges</b> (Fraction of rupees not allowed, including all other expenses) <b>(Excluding statutory liabilities)</b>	--		
5.	<b>Total (Column 1 to 4)</b>	--		

\* Rates subject to revision as notified by the Government of India from time to time.

I/We certify that the above information is true to the best of my/our knowledge and belief.

**Signature and Seal of the Tenderer**

### **Annexure –III**

#### **DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

I/We hereby certify that in last five years, we have neither failed to perform any contract, nor have been expelled from any project or contract by any public or Government authority for breach on our part.

**It is declared that:**

- a) I/We have not directly nor indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section-B of Fraud and Corrupt practices for the Terms and conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government (Central Or State); and
- b) I/We hereby certify that I/we have taken steps to ensure that in conformity with provisions of Section B of Fraud and Corrupt practices for the Terms and conditions of the document, no person acting for me/us or on my/our behalf has been engaged or will be engaged in any corrupt practice, fraudulent practice, undesirable practice or restrictive practice.

I/We certify that with regard to matters other than security and integrity of the country, or any of associates have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority, which could cast a doubt on ability to undertake the contract or which relates to a grave offence that outrages the moral sense or the community.

I/We further certify that with regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against any employee.

**Contractor's Signature and seal**

## LETTER OF ACCEPTANCE

I/We have read the all terms and conditions including the Tender of the contract given in the tender documents/annexure. I/We agree to abide by the same.

**Contractor's Seal & Signature**

Date:

Address for correspondence:

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## **UNDERTAKING BY CONTRACTOR**

I/We hereby certify that full manpower will be engaged on daily basis for the Services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla.

I/we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.

I/We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla.

I/We agree that the payment will not be made for the work not carried out.

I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7<sup>th</sup> day of every month. Further, I/We agree to submit proof of payment of wages i.e. ECS statement and challans of ESI and EPF contributions along with the bill for the current month. I/We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the Competent Authorities. I/We shall keep the office fully indemnified and continue to keep the office indemnified for all the consequences arising out of our non-compliance of the provisions of law.

Substitute workers/Supervisor will be made available as and when required. Extra manpower if any called during conference/meetings etc. will be provided even at short notice.

Two sets of Uniforms, Identity Card, and 2 pairs of footwear will be issued to all the workers within 15 days of engagement of workers and it will be replaced as and when required and all the expenditure will be borne by me/us.

I/We shall protect the interest of the office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla in respect of this contract agreement as well as against the action of any of our employees.

**Contractor's Signature and seal**

**Place:**

**Date:**

## LETTER OF CONSENT

Date: \_\_\_\_\_

To

The Principal Accountant General (Audit),  
Himachal Pradesh, Shimla

Tender Ref. No. \_\_\_\_\_

Name of Work: For providing 'Cleaning services', 'Multi Task Services', 'Security', 'Halwai-cum-Cook', and 'Canteen Parichar' on outsourcing basis on contract basis at office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla Gorton Castle and Railway Board buildings.

Madam,

I/We understand the nature and quantum of work to be carried out. I/we have read all conditions to tender and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening the technical bid and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached annexures and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the Pr. Accountant General (Audit) HP, Shimla, and to carry out the work according to the conditions of the contract laid down by O/o the Pr. Accountant General (Audit) HP, Shimla.

Earnest Money in the form of Demand Draft/Bank's Pay Order/FDR/DCR drawn in favour of the Sr. Audit Officer-cum-DDO O/o Principal Accountant General (Audit) Himachal Pradesh, Shimla from a Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- i) I/We do not execute the contract documents within 7 (seven) days after getting information from office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla, or
- ii) I/We do not commence the work within 15 (fifteen) days after getting information from office of the Principal Accountant General (Audit) Himachal Pradesh, Shimla.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for contract.

**Signature of Tenderer(s) with Stamp,**

**Address:**

(Note: No change should be made by the tenderers except filling-up details mentioned in the formats. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.)



## Terms and Conditions

Sealed Tenders are invited under two bid system for engaging the services of 19 (Nineteen) persons for cleaning of toilets, urinals and mopping of floors as well as cleaning of two office canteens, 08 (Eight) persons for Multi Tusk Services, 04 (Four) Security Persons, 02 (Two) Halwai-cum-Cook and 09 (Nine) persons as Canteen Parichar on outsourcing basis fulfilling the conditions elaborated below:-

1. The tenders shall reach in room no. 58, Sr. Audit Officer, GD-Estate, office of the Pr. Accountant General (Audit), Himachal Pradesh, Shimla on or before 15.07.2021 upto 12:00 PM. On the outer part of the quotation/envelop "Quotation for outsourcing of cleaning works, Security Persons, *Halwai-cum-Cook*, Canteen Parichar and MTS " should be written. The technical bid on 15.07.2021 at 3.00 PM and financial bid would be opened on 20.07.2021.
2. The technical bid and financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed.
3. The contractor's fixed Administrative/Service Charges should be mentioned clearly in tender. The Charge should be reasonable and as per prevalent industry rates.
4. The agency/firm should be registered under Labour Laws, EPF commissioner, ESI and must have its PAN number, Goods and Service Tax number and should comply with all the Statutory Provisions of Labour Laws and must submit documentary proof of all the above with the tender documents.
5. It shall be the sole liability of agency/firm to comply with
  - i. Provisions of the Contract Labour (Registration & Abolition) Act, 1970,
  - ii. Employees Provident Funds Act,
  - iii. Employees State Insurance Act, Minimum Wages Act, 1948 and
  - iv. Any other labour laws in force.
6. This office will follow the norms of minimum wages from time to time fixed by the Ministry of Labour, Government of India/Government of Himachal Pradesh, whichever is higher. Further as and when the ministry will revise minimum wages this office will follow the same but it will be the responsibility of the Firm/Agency to bring to the knowledge of this office any change in minimum wages made by the Government of India/Government of Himachal Pradesh from time to time.
7. This office have no liability whatsoever in respect of these outsourced personnel in respect of any financial liability for any injury to the outsourced staff while performing their duties.
8. All disputes between the staff and agency should be settled outside the premises of this office.

9. The agency will hand over the ESI card and EPF slips issued by the Provident Fund Commissioner and submit a proof of the same to this office failing which contract can be terminated without assigning any further reasons and the amount of ESI and EPF deducted from their payment. It will be the responsibility of the Firm/Agency that all dues in this respect shall be paid directly to the authorities within the prescribed time.
10. **The successful bidder shall submit the details/proof/copy of challan of deposit made towards Government contribution in respect of EPF, ESIC of the outsourced staff of the previous month with current month bill by the 1<sup>st</sup> of every month.**
11. This office shall not in any way, be liable for the acts of omission and commission of the contractor which may contravene the provisions of any of the laws in force.
12. **The firms/agencies should have atleast one well established office/branch office at Shimla with presence of Managerial/supervisory staff for liaison and for monitoring of services.**
13. The period of agreement for 19 (Nineteen) persons for deployment of cleaning of toilets, urinals and mopping of floors and cleaning work in canteen, 08 (Eight) MTS, 04 (Four) Security Persons, 02 (Two) *Halwai-cum-Cook* and 09 (Nine) Canteen *Parichar* will be from 01.08.2021 to 31.3.2022.
14. No worker below the age of eighteen (18) years shall be deployed on the work.
15. The hours of duty for outsourced persons deployed by the firm will be 8.5 hours daily. However, exact timing for these hours will be decided by the authority of this office as per suitability.
16. The initial sweeping and mopping of all areas should be completed in the morning by 09.00 AM.
17. The contractor will arrange heavy-duty scrubbing machine for mopping and scrubbing floors which should be done on every Saturday and if necessary on working days after office hours.
18. Agency will provide services on six days of the week (Monday to Saturday) including Public holidays except National holidays.
19. A copy of academic background and working experience of each employee must be submitted to this office.
20. The personnel deployed should be well experienced, adequately trained and of sound health. Workers deployed should be provided with proper uniforms and Identity cards which should be displayed prominently.
21. Photograph, copy of *Aadhar* card, full address and telephone number of all personnel should be provided for record.

22. The contractor will supply fresh sets of uniform, badges and shoes to all personnel's deployed and it shall be mandatory to wear the same while on working and also keep uniform clean.
23. The Managing Director or the authorised person on behalf of Managing Director shall attend the meeting with the Authorities of this office whenever he/she is called to resolve the dispute/issue, if any.
24. The successful bidder should make the payment to all the outsourced staff within 4 days of receipt of payment from this office. In case the contractor fails to make the payment within 4 working days of receipt of payment from this office, a penalty at the rate of one day wages of deployed outsourced person shall be imposed and deducted from the next month bill's for each day of default.
25. In case any worker deployed by the agency/firm is found absent, an alternative arrangement will be made by the agency/firm; otherwise the amount payable to the contractor shall be deducted proportionately for that absence. In case, if any person remains absent continuously for more than three days and no alternative arrangement is made by the agency/firm, an additional penalty as one day salary of the person will be imposed and deducted from the bill of the firm/agency.
26. The workers provided by the firm/agency shall be bound to observe all the instructions issued by the office concerning general discipline and behaviour. Consumption of liquor, smoking or chewing tobacco while in the office is strictly prohibited at all times.
27. Any personnel being changed by the Service Provider, shall be done only after prior intimation to this Office. The number of personnel deployed may be increased or decreased as per the prevailing policy of this office.
28. No residential accommodation, transport or medical facility will be provided to the outsourced workers.
29. The agreement can be terminated by either side upon giving one month's notice in advance in writing, provided that in the event of failure of providing services on the part of agency/firm, the agreement shall be terminated without giving any notice whatsoever and this office shall not be responsible for any payment thereafter. The decision of the office as to what constitutes failure of services shall be final and binding on the contractor and shall not be questioned by the contractor in any manner. On such termination, no compensation shall be payable to the agency/firm.
30. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the contracting Agency/Service Provider at any time without giving any notice or reason whatsoever.
31. In the event of any liability/claim falling on this Office, same shall be reimbursed/indemnified by the service provider.

32. The persons employed should work on all days except Sundays & National holidays.
33. The personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately under intimation to office.
34. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
35. The persons engaged by the Contracting Agency/ Service provider will be in the employment of the Agency/Service Provider only.
36. The Contractor/Service Provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
37. All damages caused by the personnel to the property of the Office shall be recovered from the contractor/Service provider.
38. Any damage caused by the outsourced personnel to the property of the Office shall be recovered from the Service Provider.
39. No other person except Service Provider's authorized representatives shall be allowed to enter the Offices.
40. Office will not be involved in any disputes between the Service Provider and workers of the Service Provider.
41. Contract does not in any way confer any right on the service provider or the persons that may be deployed by him in this office, for claiming any regular employment in this office.
42. The functional control over the personnel deployed by the agency will rest with this office and the disciplinary/technical control will be with the agency.
43. All tenderers shall deposit earnest money/bid security of ₹50,000/- (₹ Fifty thousand only) in the form of DD/Bankers' cheque/FDR/DCR in the name of Sr. Audit Officer-cum-DDO O/o the Principal Accountant General (Audit) Himachal Pradesh, Shimla from a nationalized/scheduled bank situated at Shimla along with their bids. The Bid security is normally to remain valid for a period of 60 days beyond the final bid validity period.
44. The successful tenderer shall furnish performance security of ₹5,00,000/- (₹ five lac only) in the form of DD/Bankers' cheque/FDR/DCR in the name of Sr. Audit Officer-cum-DDO O/o Principal Accountant General (Audit) Himachal Pradesh, Shimla from a nationalized/ scheduled bank situated at Shimla within 07 days from the date of acceptance of the tender. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contracted obligations of the service provider.

45. The firm shall not assign or sublet the work or any part of it to any other person or party.
46. The contractor will ensure discipline and restrict unnecessary movements/ assembly of their personnel in corridors.
47. The tendering company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to the office because of Security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the office.
48. This office shall not be responsible for any damages, losses, claims, financial loss or injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
49. The office reserves the right to terminate the contract, if the service are not found satisfactory, or on breach of any condition of the contract.
50. If any employee of Contractor/Service provider creates any violence in the office, the office authority has the right to terminate the contract.
51. The contract can be further extended for another year after the completion of present period if both the parties agree for the same terms and conditions.
52. PAG/DAG (Admn) reserves the right to reject any or all the tenders without assigning any reason thereof.
53. Tenders can be submitted personally or by Registered post to ‘Sr. Audit Officer, GD Section, Room no. 58’, O/o the Pr. Accountant General (Audit) Himachal Pradesh, Shimla.
54. Selected agency/firm/contractor will have to enter into agreement before deployment of outsourced persons, as per detailed terms and conditions.
55. **All disputes are subject to Shimla jurisdiction only.**

**Contractor’s Seal & Signature  
Address**