



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3601273  
Dated/दिनांक : 22-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-07-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-07-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Indian Audit And Accounts Department
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Ner
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Safaiwala , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Attendant , Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Stenographer , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Canteen Manager cum Accountant
Contract Period/अनुबंध अवधि	8 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	3894496
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	30000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Senior Deputy Accountant General  
O/o the Principal Accountant General (Audit) Nagaland, Kohima  
(Vivek Kumar Bhaskar)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of work & Job description:**[1687416832.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1687417285.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Safaiwala ( 4 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Safaiwala
Educational Qualification	Preferably 8th Passed
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Imtinenba	797001,O/o the Accountant General (Audit) Nagaland	4	<ul style="list-style-type: none"><li>• Minimum daily wage (INR) exclusive of GST : 494</li><li>• EDLI (INR per day) : 0</li><li>• Bonus (INR per day) : 0</li><li>• EPF Admin Charge (INR per day) : 5</li><li>• Optional Allowances 1 (INR per day) : 0</li><li>• Optional Allowances 2 (INR per day) : 0</li><li>• Optional Allowances 3 (INR per day) : 0</li><li>• Provident Fund (INR per day) : 59</li><li>• ESI (INR per day) : 0</li><li>• Number of working days in a month : 26</li><li>• Tenure/ Duration of Employment (in months) : 8</li></ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Attendant ( 2 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	Preferably 8th Passed
Specialization	Not Required
Post Graduation	Not Required

Specification	Values
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Imtinenba	797001,O/o the Accountant General (Audit) Nagaland	2	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 494</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 5</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 59</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff ( 9 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	Preferably 8th Passed
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Imtinenba	797001,O/o the Accountant General (Audit) Nagaland	9	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 5</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 494</li> <li>• ESI (INR per day) : 0</li> <li>• Provident Fund (INR per day) : 59</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Driver - LMV ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Driver - LMV
Educational Qualification	10th Passed
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Intimenba	797001,O/o the Accountant General (Audit) Nagaland	1	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 7</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 695</li> <li>• ESI (INR per day) : 0</li> <li>• Provident Fund (INR per day) : 83</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator ( 5 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**



Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	12th Passed
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Intimenba	797001,O/o the Accountant General (Audit) Nagaland	5	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 7</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 695</li> <li>• ESI (INR per day) : 0</li> <li>• Provident Fund (INR per day) : 83</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Stenographer ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Stenographer
Educational Qualification	12th Passed
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Intimenba	797001,O/o the Accountant General (Audit) Nagaland	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 695</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 7</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 83</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Canteen Manager Cum Accountant ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Canteen Manager cum Accountant
Educational Qualification	12th Passed
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Intimenba	797001,O/o the Accountant General (Audit) Nagaland	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 695</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 7</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Provident Fund (INR per day) : 83</li> <li>• ESI (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 8</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

**प्रधान महालेखाकार (लेखापरीक्षा) का कार्यालय**  
**Office of the Principal Accountant General (Audit)**

**नागालैंड : कोहिमा**  
**Nagaland : Kohima**



**SUPREME AUDIT INSTITUTION OF INDIA**  
लोकहितार्थ सत्यनिष्ठा  
Dedicated to Truth in Public Interest

**TENDER DOCUMENT**

**e-TENDER**  
**FOR SUPPLY OF MANPOWER**

**(Skilled and unskilled)**

**PROCUREMENT NOTICE**

**TENDER TITLE** : **FOR SUPPLY OF MANPOWER (Skilled and unskilled)**  
**TENDER REF NO** : **Audit/Admin/Circular No. 17 Dated: 22/06/2023**  
**TENDER LAST DATE** : **12<sup>th</sup> July 2023**

## 1. PREFACE:

Tenders are invited by O/o The Principal Accountant General (Audit) Nagaland on behalf of the President of India under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Firms/Agencies for providing manpower under skilled, semi-skilled and Un-skilled categories in the O/o the Principal Accountant General (Audit) Nagaland through GeM (Government e-Marketplace) on the terms and conditions mentioned in the tender document.

### 2. NAME AND ADDRESS OF THE AUTHORITY

O/o the Principal Accountant General (Audit) Nagaland,  
Middle AG Colony,  
Kohima - 797001.  
E mail: [agaunagaland@cag.gov.in](mailto:agaunagaland@cag.gov.in)

#### 2.1 ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

<http://cag.gov.in/ag/nagaland/en/tenders>

#### 2.2 CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:

Senior Audit Officer (Admin): 9436070506

Written queries can be sent by email at: [agaunagaland@cag.gov.in](mailto:agaunagaland@cag.gov.in)

### 3. Brief Details of the Tender:

i	Name of the work & location	Details
ii	Tender No. :	Audit/Admin/Circular No. 17 Dated: 22/06/2023
iii	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs. 30,000/- (Rupees Thirty Thousand) in the form of DD/Cheque/cash to the Sr. Deputy Accountant General (Audit) of the O/o the PAG (Audit), Nagaland
iv	Place of Payment	O/o the PAG (Audit), Nagaland, AG Colony, Kohima 797001.
v	Last date of the Submission/ bidding of the Tender	12/07/2023

#### 3.1 Submission of the Tender

3.2 Tenders without Earnest Money are liable to be rejected.

3.3 Tenders should be submitted in separate envelopes each for Technical bid, Financial bid and EMD.



#### 4. SCHEDULE FOR INVITATION FOR BIDS:

- i) Date of issue/opening/publish of Tender document : 22-06-2023.
- ii) Last date of receipt of Tender : 12-07-2023, 05.00 P.M.
- iv) Date and time of opening of Tender (Technical Bid) : 13-07-2023, 11.30 A.M.
- v) Date and time of opening of Financial Bid : 13-07-2023, 02.00 P.M.
- vi) Bid will be opened at the Chamber of Senior Deputy Accountant General (Audit) Nagaland, Kohima on GeM portal.

**5. PERIOD FOR VALIDITY OF TENDER DOCUMENT:** Two months from the date of opening of the Tender.

**6. TYPE OF BID: Two bid system (Technical & Financial) i.e. Two cover system**

#### 7. SCOPE OF WORK:

To provide the requisite manpower in accordance with the minimum rate of wages as per Central Sphere – Ministry of Labour and Employment under the scheduled employment – Construction (The work to be carried is of driving, multi-tasking, accounting, data entry, stenography, scanning and digitization. No specific category for such type of work is available in Central Sphere.)

##### (a) Requirement of Manpower:

Sl. No.	Post/Nature of work	Category	Required strength
1	Safaiwalas	unskilled	4
2	MTS (Multi Tasking Staff)	unskilled	9
3	Attendants (Canteen Attendant)	unskilled	2
4	Driver	skilled	1
5	DEO (Data Entry Operator)	skilled	5
6	Canteen Manager cum Accountant	skilled	1
7	Stenographer	skilled	1
<b>Total:</b>			<b>23</b>

The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

The contractor shall pay the minimum rate of wages as applicable in Central sphere under construction category.

##### (b) Education, Experience and Age Limit for the Manpower to be deployed by the Companies/Firms/Agencies:

- 1) **Skilled Manpower (DEOs and Manager/Accountant/Stenographer):**
- i. 10+2 examination passed or higher from any Board/University recognized by Central or state Government.
  - ii. A person should have basic knowledge to read and write in English. Experience / Certificate in MS Office/ Computer Application / Knowledge of working with MS

word, Excel and/ or webpage data entry is preferable. Knowledge of short hand is mandatory for a Stenographer.

**iii. Age:** He/ She shall be between age group of 18 years to 58 years.

**2) Skilled Manpower (Driver)**

**i)** 10<sup>th</sup> passed or higher from any Board/University recognized by Central or state Government.

**ii)** A person having a valid driving license and should be able to drive any LMVs.

**iii) Age:** He/ She shall be between age group of 18 years to 58 years.

**3) Unskilled Manpower:**

**(i)** A person shall be preferably 8<sup>th</sup> passed and have basic knowledge to read in English.

**(ii) Age:** He/ She shall be between age group of 18 years to 58 years.

**8. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:**

- i) Office will provide the monthly attendance details of deployed manpower to the contractor for preparation of monthly bill.
- ii) On the basis of bill, contractor shall pay the wages to each employees. The contractor is to mandatorily deposit EPF and ESI contributions for each employee employed along with the employees' share at the end of each month to the concerned authorities and pay applicable GST, etc., to the concerned Department. Proof of deposit of the above statutory amounts of EPF, ESI and GST are to be submitted to this office the following month with the monthly bill claim.
- iii) After transferring the monthly wages to his deployed manpower, EPF and ESI into relevant accounts contractor shall submit the bill to O/o the PAG (Audit), Nagaland with pay bill, EPF and ESIDetails.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the O/o the PAG (Audit), Nagaland every month.
- v) The normal time to make the payment by the O/o the PAG (Audit), Nagaland is within a week from the date of receipt of the bill.
- vi) Contractor shall be capable to pay the wages as per tender document timely on 1<sup>st</sup> of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 2 months from his own resources in case of delay in payment by O/o the PAG (Audit), Nagaland due to unavoidable circumstances.
- viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of O/o the PAG (Audit), Nagaland.
- ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi) The selected firm/agency should enroll the manpower which is already being deployed in this office.
- xii) Requisite manpower shall be provided within 10 days from the acceptance of the contract.

## **9. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER**

- i) The deployed manpower will get the benefit of Gazetted holidays as notified/ declared by this office. For holiday on these days, the manpower will be paid wages at the rate equivalent to the average of his daily wages. The bill for Gazetted holidays shall be claimed on month to month basis.
- ii) The deployed manpower has to work from Monday to Friday during office hours from 9.00 AM to 5.00 PM.
- iii) The deployed manpower can be called to work during Saturdays, Sundays or any holidays due to exigencies in work.
- iv) Deployed manpower may be the employee/ contractual employees of the Contractor's firm but they cannot be employee or servant of O/o the PAG (Audit), Nagaland.
- v) Deployed manpower will be entitled to 8 (Eight) days paid leave in a financial year.
- vi) Deployed manpower shall ensure proper conduct and decorum in the premises of this office. Any complaint of misconduct/misbehaviour by the deployed manpower received from guest/officials or any case of misappropriation/misutilisation of the office premises will be viewed seriously and is liable for appropriate action by O/o the PAG (Audit) Nagaland.

## **10. EARNEST MONEY DEPOSIT (E.M.D.):**

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs. 30,000/- (Rupees Thirty Thousand) in the form of cash only to the PAG (Audit), Nagaland. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1) by PAG (Audit) Nagaland.

## **11. TECHNICAL BID: ELIGIBILITY CONDITIONS:**

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid: -

- (i) The Company/Firm/Agency shall have at least three years' experience in successfully providing skilled, semi-skilled and unskilled manpower to Government or Public Sector Companies/Banks etc.
- (ii) The Company/Firm/Agency shall have financial turnover of at least Rs. 10 lakhs per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency shall have been registered with the appropriate registration authority.
- (iv) Tenderer shall provide a self-attested copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Manpower (Regulation & Abolition) Act, 1970.
- (v) The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in Kohima.
- (vi) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (vii) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

## 12. EVALUATION CRITERIA:

- i) Total number of Bids received will be announced to bidders during Bid opening time.
- ii) Technical and financial Bid will be opened by Designated Evaluation Committee in presence of bidders.
- iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- iv) Price quoted in financial bid will be announced to bidders.
- v) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- vi) On the approval of Competent Authority, Lowest One (L-1) bidder name will be declared.

## 13. GENERAL INSTRUCTIONS:

- i) Interested Parties shall submit their tenders after inspection of the premises. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holiday) till the last date of submission of tender.
- ii) O/o the PAG (Audit) Nagaland reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- iii) O/o the PAG (Audit) takes no responsibility for delay, loss or non-receipt of applications.
- iv) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of eight months w.e.f. 01.08.2023 till 31.03.2024 after the award of work order and may be renewed for further period of one year unless it is curtailed or terminated by the O/o the PAG (Audit) Nagaland owing to deficiency of services, sub-standard quality of skilled/ semi-skilled/unskilled manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- v) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- vi) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for skilled, semi-skilled and unskilled manpower on the same terms and conditions in reasonable time.
- vii) All selected manpower shall wear Identity Card provided by the contractor every day during working hours.
- viii) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Kohima jurisdiction only.
- ix) The persons deployed shall observe all etiquette and protocol while performing duty and shall

be in proper formal dress.

- x) The successful tenderer will have to deposit the Contract agreement duly signed as per draft Annexure "A" and Data Security Certificate Annexure "B"
- xi) All the documents should be signed by the Tenderer.

#### **14. PERIOD OF CONTRACT / TERMINATION NOTICE**

The contract shall be valid initially for a period eight months w.e.f. 01.08.2023 after the award of work order till 31.03.2024. This contract may be renewed for further period of one year on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving three months' prior notice in writing.

#### **15. RIGHT TO ACCEPT OR REJECT TENDER**

- i) The right of acceptance of tender will rest with the O/o the PAG (Audit) Nagaland.
- ii) O/o the PAG (Audit) Nagaland reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

#### **16. BIDDER TO GET INFORMED HIM SELF FULLY:**

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

#### **17. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

- (i) The contracting agency shall ensure that the individual skilled and unskilled manpower deployed in the O/o the PAG (Audit), Nagaland confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- (iv) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Skilled/ Semi-skilled/Unskilled manpower deployed by them in this office in the given time limit:
  - a) List of persons deployed. [monthly]
  - b) Bio-Data with antecedent's details of the persons deployed- [at the time of deployment]
  - c) Birth proof of the candidates- [at the time of deployment]
  - d) Copy of Aadhaar Card of the candidates
  - e) Identity Cards issued by contractor bearing photograph - [within 8 days]
  - f) Identity proof and residential proof- [at the time of deployment].

- (v) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- (vi) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (vii) The office hours for the person deployed are 9.00 am to 5.00 pm. In case, person deployed is absent on a particular day, one-day wage shall be deducted; or comes late/leaves early on three occasions, one-day wage shall be deducted.
- (viii) All the issues related to contract, monthly payments etc. shall be communicated and processed through the Facility Coordinator appointed by Head of O/o the PAG (Audit), Nagaland.
- (ix) The contractor shall provide a substitute within 10 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond ten working days will attract pre- agreed liquidated damages @ Rs.500/- per day on the service-providing agency.
- (x) For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- (xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xiv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

## **18. LEGAL**

- (i) The contractor shall pay the minimum rate of wages as per Central Sphere – Ministry of Labour and Employment under the scheduled employment – Construction (The work to be carried is of data entry, scanning and digitization. No specific category for such type of work is available in Central Sphere.)
- (ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons

deployed by them in this office.

- (iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- (vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The contractor shall keep O/o the PAG (Audit), Nagaland indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the O/o the PAG (Audit), Nagaland in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of O/o the PAG (Audit), in the standard format, in this regard.  
The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- (viii) **Disputes & Differences:**  
Decision of the PAG (Audit), Nagaland, regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

## **19. TERMINATION**

This agreement may be terminated by either partly or fully by giving one-month notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

## **20. MODE OF PAYMENT**

- (i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Head of Office in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge of respective section of the Office.
- (ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month

bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.

- (iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

## **21. FORCE MAJOREURE**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

## **22. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license from the Regional Manpower Commissioner.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. *Attested copy of the GST certificate.*
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified documents in support of entries in column 12 and 13 of Technical Bid application.
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

## **23. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF Skilled/unskilled manpower.**

List of skilled and unskilled manpower shortlisted by the O/o the PAG (Audit), Nagaland for deployment in the office with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure "A"
6. Data Security Certificate as per Annexure "B"
7. Identity Cards issued by contractor bearing photograph.
8. Identity proof and residential proof.



## FORM – 1

### TECHNICAL BID

1. For providing Skilled and Unskilled manpower to the O/o the PAG (Audit), Nagaland, Kohima.
2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
3. Name of the Proprietor /Director of Company/Firm/Agency
4. Full address of the Registered Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
5. Full address of Branch offices \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
6. Banker of Company/Firm/Agency \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Attach certified copy of statement \_\_\_\_\_  
of A/c for the last three years) \_\_\_\_\_  
Telephone Number of Banker \_\_\_\_\_
7. PAN/GIR No. \_\_\_\_\_  
(Attach attested copy)
8. GST Registration No. \_\_\_\_\_  
(Attach attested copy)
9. E.P.F. registration Number \_\_\_\_\_  
(Attach attested copy)
10. E.S.I. Registration Number \_\_\_\_\_  
(Attach attested copy)
12. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years.  
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2020-21		
2021-22		
2022-23		

13. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (in Lakhs)	Duration of Contract	
				From	To
1.					
2.					
3.					

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place:

**DECLARATION**

1. \_\_\_\_\_ Son/Daughter/Wife of Shri ----- signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender including Contract Agreement (Annexure A) and Data Security Certificate (Annexure B) and undertake to abide by them:

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person Full

Name: \_\_\_\_\_


Seal: \_\_\_\_\_

Date:

Place:

**FORM – 2**

**FINANCIAL BID**

		<b><u>Item Rate BoO</u></b>	
<b>Tender Inviting Authority: Principal Accountant General (Audit), Nagaland</b>			
<b>Name of Work: FOR SUPPLY OF MANPOWER (Skilled and unskilled)</b>			
<b>Contract No:</b>			
<b>Name of the Bidder/ Bidding Firm / Company :</b>			
<b><u>PRICE SCHEDULE</u></b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b> <b>Supply of Manpower of Skilled and Unskilled. Rate=Daily/ Per Person</b> <b>F O R M - 2</b> <b>Financial Bid</b> <b>1. For Providing Skilled and Unskilled manpower to the O/o the PAG (Audit), Nagaland, Kohima.</b> <b>2. All the Skilled/Unskilled manpower deployed in this Department shall be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency. Monthly wages to be paid to deployed manpower will be as per following break up: [Rate of monthly wages should not be less than rates of minimum wages for scheduled employments in the Central Sphere under category Construction as applicable on April, 2023]</b>			
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUM BER #</b>	<b>NUM BER #</b>
<b>Sl. No.</b>	<b>Manpower Description</b>	<b>Amount (Rs.) for Skilled Employee in Rs.</b>	<b>Amount (Rs.) for unskilled Employee in Rs.</b>

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	<b>Manpower Financial BOQ Rate</b>		
1.01	Daily Minimum Wage Rate (as per Central Minimum Wages Act)		
1.02	Employees Provident Fund @ the prevailing rate		
1.03	Employees State Insurance @ the prevailing rate		
2	Total (Col 1.01 to 1.03)		
2.01	Contractors Service Charge		
2.02	GST @ 18% (COL2+COL2.01+COL2.03)*18%		
2.03	Any other liability including all legal liabilities including bonus etc. (Pl. indicate)		
2.04	Total Column 2 to 2.03		
<b>Total in Figures</b>			
<b>Quoted Rate in Words</b>			

Full Name: \_\_\_\_\_

Date:

Place:

Notes:

1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

ANNEXURE 'A'

**CONTRACT AGREEMENT**

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

An agreement made this ..... day of .....BETWEEN  
..... (hereinafter called the contractor or contracting agency which expression shall include his legal representatives) of the one part and the Principal Accountant General (Audit), Nagaland, (herein after referred as "the Government" or "Department" or "O/o the PAG (Audit), Nagaland" which shall also include any person authorized by the PAG - Audit Nagaland ) of the other part and WHEREBY the contractor agrees to supply the Skilled and Unskilled manpower to perform the work specified to them successfully on contract basis to O/o the PAG (Audit), Nagaland, Kohima as mentioned in the tender document under O/o the PAG (Audit), Nagaland, Kohima 797001 as per details given below :

Sl.No.	Description of Manpower	Rate for single manpower including daily wages, EPF, ESI, Contractor services charges and any other legal liability including bonus	GST	Total	Total No. of manpower being supplied	Total amount per month
1.	Skilled manpower					
2.	Unskilled manpower					

and on the terms and conditions hereinafter mentioned viz.: -

- (a) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the O/o the PAG (Audit), Nagaland, Kohima or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of Skilled and Unskilled manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. O/o the PAG (Audit), Nagaland will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

- (c) That this Contract shall remain valid for a period of two years w.e.f. .... initially and if the services are found satisfactory the same may be extended for another one year. However, the PAG (Audit), Nagaland, or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (d) that the PAG (Audit), Nagaland, or a person authorized by him shall have full power to reject the contract for skilled and unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document
- (e) the PAG (Audit), Nagaland, or a person authorized by him reserves the right to
- (i) Terminate this contract by giving notice of three months in advance any time during the contract.
  - (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
  - (iii) To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- (f) That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (g) if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the PAG (Audit), Nagaland or a person authorized by him may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- (h) if any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the PAG (Audit), Nagaland or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (i) The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.
- (j) The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the PAG (Audit), Nagaland or a person authorized by him.
- (k) That the contractor shall keep the PAG (Audit) Nagaland or any person authorized by him or O/o the PAG (Audit), Nagaland indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case PAG (Audit) Nagaland or any person authorized by him or O/o the PAG (Audit), Nagaland is made party and is supposed to contest the case, the PAG (Audit) Nagaland or any person authorized by him or O/o the PAG (Audit), Nagaland will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which

shall be paid in advance by the contractor to PAG (Audit) Nagaland or any person authorized by him or O/o the PAG (Audit), Nagaland on demand. Further, the contractor will ensure that no financial or any other liability comes on PAG (Audit) Nagaland or any person authorised by him or O/o the PAG (Audit), Nagaland in this respect of any nature whatsoever and shall keep PAG (Audit) Nagaland or any person authorised by him or O/o the PAG (Audit), Nagaland indemnified in this respect.

- (l) That the contractor shall further keep the PAG (Audit) Nagaland or any person authorised by him or O/o the PAG (Audit), Nagaland indemnified against any loss to the PAG (Audit) Nagaland or any person authorised by him or O/o the PAG (Audit), Nagaland property and assets. The PAG (Audit) Nagaland or any person authorised by him or O/o the PAG (Audit), Nagaland shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (m) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
- (n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the O/o the PAG (Audit), Nagaland on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
- (o) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency ..... in the presence of

: -

1st Witness Address

2<sup>nd</sup> Witness Address

Signed for and on behalf of the Principal Accountant General (Audit), Nagaland in the presence of:

-

1st Witness Address

2<sup>nd</sup> Witness Address

**DATA SECURITY CERTIFICATE**

I / We hereby certify that the O/o the PAG (Audit), Nagaland, Kohima shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the office building premises on any media. The original input data supplied to me / us by the O/o the PAG (Audit), Nagaland or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of the O/o the PAG (Audit), Nagaland. I / We shall abide by all security and general instructions issued by O/o the PAG (Audit), Nagaland from time to time.

I / We also agree that any data of O/o the PAG (Audit), Nagaland will be deleted from my / our computer system in the presence of the observer of the respective office after completion of the task.

**Signature of the Contracting Agency**

**Signature of the Witnesses**

**(1)**

**(2)**