

**Office of the Accountant General (Audit-II),  
Madhya Pradesh, Bhopal**

Bid Document No. Admin-III/outourcing/2024-25/

Dated 26.01.24

**This document is here only for information  
purposes. The procurement is going to be done  
through GeM only.**

**Senior Audit Officer/Admin-III**

**Office of the Accountant General (Audit-II),  
Madhya Pradesh, Bhopal**

Bid Document No. Admin-III/outsourcing/2024-25/

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**BID DOCUMENT  
(Buyer Added Bid Specific ATC)**

For Engagement of **Manpower Agency for Outsourcing of Manpower Services (Sanitation/ Housekeeping Services) along with Cleaning materials to Office of the Accountant General (Audit-II) M.P., 53, Arera Hills, Hoshangabad road, Bhopal (M.P.).**

E-tender (through GeM Portal) under a two-bid system from eligible outsourced manpower (Sanitation/ Housekeeping service) providers for providing Manpower services along with Cleaning material to **Office of the Accountant General (Audit-II) M.P., 53, Arera Hills, Hoshangabad road, Bhopal (M.P.).** for an initial period of total 13 months i.e. one month of FY 2023-24 (March 2024) and for FY-2024-25 from **01.04.2024 to 31.03.2025** (extendable for two more terms of one years each with mutual consent of both parties) is invited.

Requirement/eligibilitycriteria Terms and Conditions of the contract have been clarified in the additional documents. Bid documents are available online at GeM Portal as well as on the website of the **Office of the Accountant General (Audit-II) M.P., 53, Arera Hills, Hoshangabad road, Bhopal (M.P.).**i.e. <https://cag.gov.in/ag2/madhya-pradesh/en>.

However, for any clarification, bidders may seek the same through GeM portal or contact <https://cag.gov.in/ag2/madhya-pradesh/en>. Bidders are advised to read Bid documents (uploaded on the website and GeM portal) and check their eligibility before participating in the bid.

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**BID DOCUMENTS FOR**

**“Composite Tender for Outsourcing of Outsourced Manpower  
(Sanitation/ Housekeeping) Services along with Cleaning Items”**

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**ANNEXURE-1**

**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 (Admin-III)  
Office of the Accountant General (Audit-II)M.P.  
53, Arera Hills, Hoshangabad road,  
Bhopal, (M.P.) - 462011

Ref: Invitation for Bid document No. Admin-III/Outsourcing/2024-25/

**Dated** \_\_\_\_\_

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 **OUTSOURCED MANPOWER (SANITATION/ HOUSEKEEPING SERVICES) ALONG WITH CLEANING MATERIALS** to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 180 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 blacklisted 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,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

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## SCOPE OF WORK

### 1. Scope of work:-

The prime object of cleaning services is to maintain the entire premises in neat, clean, tidy and hygienic conditions.

**2. Area:** The area of the office is 103093.29 Sq. feet and includes the followings:

Sl. No.	Name of Building /Location	Area (Sq.ft)	Remarks
1	Office building	103093.29 Sq. Ft	Office building consists of 4 floors (Ground + 3 Floors) having halls, officers/ Staff cabins, Guest House, Canteen, Library, Store room and Toilets etc.
2	Open space	-	Open space consisting of garden, approach road, internal roads, open area surrounding premises of the above said buildings, drainage & gutter.

### 3. Detailed Scope of work

For the purpose of cleaning, the office shall be functional for 6 days in a week and Guest House for all 7 days in a week. The sanitation/ housekeeping staff has to ensure proper maintenance and up keep of the entire Office premises.

### 4. Operations to be done:

a. The first round of cleaning and dusting work of the entire complex should be completed before 9:00 AM daily.

b. Sweeping and wet mopping of the entire covered area of buildings including corridors/verandah/lobby area daily. **All the toilets must be mopped twice daily.**

c. Cleaning of the internal roads and open area daily.

d. Removal of blockages and clogging in the wash basins and other sanitary fittings in the toilets for smooth outflow of waste water.

e. Cleaning of main gate, brass plates, Name Plates, Sign boards etc.

f. Cleaning of drinking water cooler areas including attached sinks and tiles etc.

g. Dusting of all furniture such as tables, chairs, sofas, almirahs etc., and all the electronic gadgets like computers, telephones, photo copier machines etc. on daily basis. The doors, windows, partitions including the particle board, glass and aluminum channels in the entire office

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complex should be cleaned daily.

- h. Sweeping of terrace shall be completed once in a week.
- i. Collection of all the sweepings, garbage and waste and its proper disposal.
- j. Washing of urinal Pots/WC pans/sinks/wash basin and cleaning all sanitary fittings and fixtures with clean cloth.
- k. Filling of liquid soap in soap containers and putting of air freshener/sanitary cubes/naphthalene balls in urinal pots, urinal mats, etc.
- l. The sanitation/ housekeeping personnel shall be deployed on Saturdays also for the removal of cobwebs in the corridors, rooms, chambers and lavatories, removal of dust accumulated on the walls, window panes and ventilators in the toilets and thorough washing, rubbing and cleaning of corridors.
- m. Shifting of furniture and other equipment, files etc. whenever required.
- n. Indoor plants pots, mats and carpets are to be cleaned and its periodical shifting (for exposure to sunlight)
- o. It shall be ensured that while carrying out the activities of dusting and cleaning the files/papers/documents etc. and the electronic gadgets etc. are not tampered with in any manner. In case such an incidence comes to the notice of the administration, strict action, as applicable shall be initiated against the person responsible.
- p. Sanitization of the entire office premises as and when ordered by administration.
- q. Cleaning of the sofas and other places and items as directed by the administration.
- r. Any other work assigned by the administration/authority concerned.

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**ANNEXURE-2  
INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1. Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal, 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 (Sanitation/Housekeeping) services along with cleaning materials 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, Buyer Added Bid Specific ATC, **General condition of Contract** 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, Buyer Added Bid Specific ATC, **General condition of Contract** 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 is to be awarded) and the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal.
- 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 Accountant General (Audit-II), Madhya Pradesh, Bhopal. 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 (Sanitation/Housekeeping Services) and Cleaning materials 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. It is also instructed that if 20% variation (increase or decrease) in consumption/ usage of cleaning materials is found, it is the responsibility of the bidder to bring into the notice of the office administration.

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## 2. MINIMUM ELIGIBILITY CRITERIA

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

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008. Bidder in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. Proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation **under Bhopal jurisdiction.**
- c. **Clearance:** The Bidder should also have clearance from GST, and Income Tax Department. Relevant proof in support shall be submitted.
- d. **Establishment:** The Bidder must have its registered office actively **located in Bhopal, Madhya Pradesh.** The Bidder should submit documentary proof for the same.
- e. **Experience:** The Bidder should have at least three years' experience for providing **Manpower (Sanitation/ Housekeeping) services in Ministries/ Departments under Govt. of India/ State Govt. Departments/ Public Sector Undertakings/ Autonomous Bodies. The bidder should have successfully executed/ completed similar services of providing Manpower (Sanitation/ Housekeeping) services, over the last three years, i.e., (F/Y 2020-21 to 2022-23):-**
  1. Three similar completed services costing not less than the amount equal to 40% of the estimated cost (i.e., more than 14 lakhs); or
  2. Two similar completed services costing not less than the amount equal to 50% of the estimated cost (i.e., more than 18 lakhs); or
  3. One similar completed services costing not less than the amount equal to 80% of the estimated cost (i.e., more than 29 lakhs).
- f. **Turnover:** The Bidder should have minimum average annual financial turnover of **Rs 11,00,000/- (Rupees Eleven lakh) in similar services of providing Manpower (Sanitation/ Housekeeping) services during the last three years, ending 31 March 2023.**
- g. The bidder should have its own trained Manpower (Sanitation/ Housekeeping) services on their rolls. A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages as per orders of Government of India and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.

### 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

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Incorporation 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, GST Registration, EPF Registration, ESIC Registration and Labour Licence** all under **Bhopal jurisdiction** shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of **ITR and GST Return for the last three Financial Years (2020-21 to 2022-23)** shall only be acceptable.
- (iv) In proof of having fully adhered to the minimum eligibility criteria at 2(d), **attested copy of documentary proof for registered office located (in the form of Gumasta) in Bhopal, Madhya Pradesh** shall only be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), **attested copy of documentary proof of experience (copies of work orders along with work completion certificates/experience certificates) in the Departments under Govt./ PSUs** from F/Y 2020-21 to 2022-23 shall also be required to be submitted.
- (vi) In proof of having fully adhered to minimum eligibility criteria at 2(f), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial years i.e., 2020-21, 2021-22 and 2022-23 shall only be acceptable.
- (vii) Other documents as per Clause 6 of Annexure-2.

### **3. EARNEST MONEY DEPOSIT:**

- 3.1 The estimated value of Contract is Rs. 36,15,485 /- for the remaining period(one month March 24) of F/Y 2023-24 (Rs. 2,30,490/-) and F/Y 2024-25 (Rs. 33,84,995/-) (i.e. from 1<sup>st</sup> March 2024 to 31<sup>st</sup> March 2025). The Composite Contract which is inclusive of Manpower (Sanitation/ Housekeeping) services along with cleaning materials will commence from **01.04.2024**. The bids shall be accompanied by an Earnest Money Deposit in the form of Demand Draft/Fixed Deposit Receipt as per bid document of GeM, **which is 3% of Estimated Tender Value (i.e. Rs. 1,08,465/-)**. The validity of the Demand Draft/Fixed Deposit Receipt must be beyond three months starting from the date of submission of the bids. **The Demand Draft / Fixed Deposit Receipt shall be in favour of PAO (Office of Pr. AG(A&E)-I, M.P.) Gwalior, payable at Gwalior"**.
- 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 (Admin-III), Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal on or before the time of closing of the uploading of the Bids. The original EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non-receipt of the EMD before the closing 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**

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**GFRs, 2017**, should submit documentary proof thereof along with technical bid online through GeM Portal.

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 Deposit 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.

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 **180 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. 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.

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- 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 in original in a sealed envelope superscribed "Bids for providing Manpower (Sanitation/ Housekeeping) Services along with the Cleaning material" at reception, **Office of the Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal, 462011** or sent by post at the above highlighted address on or before the dates specified in the Bid document (or before the last day of submission of bid).
- 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 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:-

- 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-7:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs. 50/- as per Annexure-7 to the effect of acceptance of the terms and conditions of the Bid Document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal.
- c. **Annexure-8:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs. 50/- as per Annexure-8 to the effect that none of the **relatives** of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal.
- d. **Annexure-9:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs. 50/- as per Annexure-9 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has **experience** of at least

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last three years in providing Manpower (Sanitation/ Housekeeping) services in Departments of Govt./ PSUs.

- e. **Annexure-10:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs. 50/- as per Annexure-10 to the effect that they have trained Manpower (Sanitation/ Housekeeping Services) on their rolls for providing requisite services in accordance with the conditions of the bid document.
- f. **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. **The Bidder shall mandatorily submit an Index mentioning all the documents submitted in the Bid along with page number for reference. A Sample Index is placed in the bid document as Annexure-13.**
- g. **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 Annexure-2. The Bidder shall ensure that original of the earnest money deposit is also submitted in the office as per the instructions of Clause 3.2 of Annexure-2.
- h. **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.
- i. **The hard copies of above Annexure 1, Annexure 7, Annexure 8, Annexure 9 and Annexure 10 must be submitted by successful bidders in original at the time of execution of contract.**

### **7 FINANCIAL BID:**

- 7.1 The Bidder should quote rates in terms in Indian Rupees. If rate is not quoted in terms of Indian Rupees, 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 firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Uniform, & Liveries, Gratuity, Bonus, Substitute and other statutory charges arising from time to time exclusive of GST.
- 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.

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8.2 If a bidder does not provide clarifications of his bid by the date and time set in the Client's request for clarification, his 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.

## **9 TECHNICAL BID EVALUATION**

9.1 The Client shall follow segregated two stage 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 7 in the prescribed format in GeM Portal.
- (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 8 in the prescribed format in GeM Portal.
- (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in GeM Portal.
- (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in GeM Portal.
- (vii) That copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original of the EMD should be submitted by the Bidder as per the timelines specified in the Bid document.
- (viii) 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 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.

## **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 Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal 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 Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal 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 Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal 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 tie in Financial Bid, the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal may select the bidder on the basis of past experience in IA&AD department. Even then, if there is a tie, the establishment having more number of years of work experience in this office will be preferred.

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

12.1 After determining the successful Bidder, Client shall issue a Letter of Acceptance (LoA) 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 Letter of Acceptance 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 seven (07) days 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 seven (07) days, on award of contract to the Successful bidder.

13.3 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)

#### 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 (Sanitation/ Housekeeping Services) along with Cleaning items has been awarded and the Client “Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal”.
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for providing Manpower (Sanitation/ Housekeeping Services) along with Cleaning items in its 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 (Sanitation/ Housekeeping Services) along with Cleaning items in 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 SECURITY DEPOSIT**

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall submit a performance security deposit (valid for a period beyond sixty days of completion of all contractual obligations) in form of DD/ FDR, a sum equivalent to **5% (Five percent)** of the accepted contract value in favour of **"PAO (Office of Pr. AG(A&E)-I, M.P.) Gwalior, payable at Gwalior"**.
- 2.2 The Performance Security can be forfeited by order of the competent authority of the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal 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 FDR/DD as may be considered by the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor.
- 2.3 If the contractor fails to provide the Performance Security within the period specified such failure shall constitute a breach of the contract and the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 2.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate 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. SIGNING OF CONTRACT AGREEMENT**

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

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

- 4.1 The Contractor shall be providing Manpower (Sanitation/ Housekeeping Services) along with Cleaning items 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.
- 4.2 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.
- 4.3 The Contractor shall provide Manpower (Sanitation/ Housekeeping Services) along with Cleaning items 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.

## **5. COMMENCEMENT OF SERVICES**

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

- 5.1 Submission of Security Deposit.
- 5.2 The Contractor shall commence Manpower (Sanitation/ Housekeeping Services) along with Cleaning items in Client's premises from the due date of contract after receipt of Letter of Acceptance/Work order.

## **7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor shall provide Manpower (Sanitation/ Housekeeping Services) along with Cleaning items 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 (Sanitation/ Housekeeping Services) along with Cleaning items 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 etc.) shall be paid for 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 (Sanitation/ Housekeeping Services), copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution 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, relief 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 or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst 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 (Sanitation/ Housekeeping 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 at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Payment of Bonus Act, 1965, payment of Gratuity Act, 1972 or any other law in force.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost in April and October each year.
- 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 meetings will be held with the Client.

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7.16 The Contractor must employ any person between the age of 18 to 45 years. Manpower (Sanitation/ Housekeeping Services) so engaged shall be trained for providing services.

## **7.17 Contractor's Personnel**

7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel 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 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 (Sanitation/ Housekeeping Services) along with Cleaning items to the Client.

8.2 The Contractor shall be liable in any way whatsoever and the Client hereby expressly does not waive any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

8.2.1 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 (Sanitation/ Housekeeping Services) along with Cleaning items 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 contractor's 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.

## **9. CLIENT'S OBLIGATIONS**

9.1 If the Contractor Submits any recommendations in writing in connection with improvement in performance of services, the Client, at its discretion, after satisfying that recommendations may improve the performance of services, shall accept the recommendations, completely or partially.

9.2 The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions

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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 (Sanitation/ Housekeeping Services) along with Cleaning items, 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**

10.1 The contract, if awarded, shall be initially for a period of **13 Months w.e.f 1<sup>st</sup> March-2024 to 31<sup>st</sup> March 2025 (one month for F/Y 2023-24 (Non-Composite) and 12 months of F/Y 2024-25 (Composite Contract inclusive of manpower (sanitation/housekeeping services) and cleaning materials)** from the date of award subject to continuous satisfactory performance. 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.

10.2 The contract may be renewed for further up to two years, at the discretion of this office based on satisfactory services provided by and willingness of the contractor. However, the Contractor has to provide services at the same rate for the period up to finalization of new contract.

### **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 (Sanitation/ Housekeeping Services) services along with Cleaning items.

11.2 The prices shall be exclusive of any GST/ 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 5th of every following month. Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice from the Contractor.

11.4 The Contractor shall raise the invoice per month after disbursing the salaries/minimum wages to the outsourced personnel and providing all required cleaning materials in the office and submit the same along with necessary documents to Client by 5th of every following month.

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- 11.5 If in any case, the Contractor fails to make payments to outsourced personnel in the stipulated time, due to some genuine reason submitted in writing, this office, at the discretion of the competent authorities, reserves the right to make the payments of minimum wages directly into the accounts of outsourced personnel. The Contractor, hereby, binds himself to deposit statutory deductions (EPF, ESIC and others, if any) for the default month and no claim for the service charge of that month may be paid.
- 11.6 Further, if the contractor fails to deposit statutory deductions (EPF, ESIC and others, if any) for the default month, he is liable to share the Establishment ID with this office for the payment of the above by this office. In this effect, he shall provide the consent to use the credentials to make above statutory payments. Application of this clause attracts a penalty of half of the service charge of a month.
- 11.7 The above Clause 10.5 and 10.6 may be operated only two times in the entire contractual period not exceeding two months, combinedly or separately.
- 11.8 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.
- 11.9 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.
- 11.10 If the contract is extended for a further period of one year, the cost of materials will increase by 10%. The Contractor is hereby agreed to accept such rates in case of extension.
- 11.11 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.
- 11.12 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 11.13 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.
- 11.14 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.
- 11.15 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC 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

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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,

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 at least 30 days in advance 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

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assigning any reason thereof, and nothing will be payable by the Client and in that event and the performance security deposit in the form of DD/FDR shall be forfeited and encashed.

13.2.2 If the Contractor goes bankrupt and becomes insolvent.

13.3 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 Accountant General (Audit-II) Madhya Pradesh, Bhopal 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.

13.4 The Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal may terminate the Contract if it is found that the Contractor is blacklisted/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities/ Public Sector Undertaking etc.

13.5 If the Contractor fails continuously to clean the premises satisfactorily due to low quality/quantity of the materials, the employer shall at its discretion, may terminate the Contract without assigning any reason thereof.

13.6 Further, in case of termination of contract, the contractor is liable to share the Establishment ID with this office for the payment of the statutory deductions by this office. In this effect, he shall provide the consent to use the credentials for deposition of statutory deductions till finalization of new tender.

### **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)

### **15. INSOLVENCY**

15.1 The competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal 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:-

- i) 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 proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his

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efforts or enter into any arrangements or composition with his creditors or suspend payment thereof if the firm be dissolved under partnership act, or

- ii) 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.
- iii) 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 repurchase.

### **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 Bhopal 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 **Bhopal**.

### **18. CORRUPT OR FRAUDULENT PRACTICES**

- 18.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 18.2 The Client 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 The Client will declare a firm ineligible / blacklist, 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 The Client shall also terminate the contract and blacklist 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” and General Conditions of the Contract (GCC).

**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 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 and allied benefits such as leave, ESI, PF, Gratuity, Bonus etc., shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - (b) It is mandatory that the employees must be paid through online banking only.
- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, 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 along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 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.

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

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, PF etc. in respect of all the staff deployed in Client's office.

4.2 The Contractor shall maintain complete official records of all the cleaning materials provided in the office every month or as and when required, right from the beginning.

4.3 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, gender, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.4 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.

4.5 The Contractor shall not make any unauthorized deductions from the wages of the contract labour.

#### **4.6 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**

**(e) The monthly bill shall also include the total cost on cleaning materials which has been already fixed by the Client as per bid document along with the list of items and quantities used during the month. (The Contractor shall be required to submit segregated bills, if required by the client)**

4.7 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**

In this Schedule of Requirements, the details of Manpower (Sanitation/ Housekeeping) Service along with Cleaning material 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 (Sanitation/ Housekeeping Service) 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 (Sanitation/ Housekeeping Service) requirements.
- 1.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client, emergencies, exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower (Sanitation/ Housekeeping Service) and supply of cleaning items 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 personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.8 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.

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- 1.9 The list of materials as mentioned in this bid document are for indicative purpose only. The successful bidder may provide better available options too in the cleaning service.
- 1.10 The quantities of housekeeping materials for a month as per given list of items mentioned at 2.6 shall be procured by the successful bidder one week in advance of the month.
- 1.11 Stock of material shall be purchased and stored in office only. The materials shall be used in cleaning service at the office premises only.
- 1.12 The bidders may visit the office premises to assess the cleaning requirements and storage of materials for cleaning service. The successful bidder shall agree to store the materials at a designated place provided by this office and shall submit a consent letter in this regard to office before commencement of the contract.**
- 1.13 The successful bidder shall purchase the materials and hand over the materials to his representative. The representative shall submit the report annexing the list of items and indicating their quantities brought by him to the office Caretaker/ any other representative appointed by the employer each time. **The agency shall ensure supervision of the entire cleaning in the office premises and storage of material.**
- 1.14 The Contractor shall store the material in the office one week before the anticipated full consumption of the stock in order to maintain continuity in supply of cleaning materials in the office.
- 1.15 The materials shall be of the same/similar specification as mentioned in the bid document.
- 1.16 If the materials used in cleaning work by the successful bidder will not be of satisfactory quality, the bidder is liable to change the material as desired by the office within 3 days from the date of materials provided in the office by the bidder.
- 1.17 The responsibility of storing the materials shall lie upon the successful bidder only. He shall not lay any claim on the employer on account of any loss or degradation of any material, in any case.
- 1.18 As the expenditure to be incurred in yearly procurement of materials is Rs 1,79,300/-. The total material cost including freight charges, loading/unloading charges, transportation charges or any other charges must not exceed Rs. 14,950/- per month in any case.**
- 1.19 If the contract is extended for a further period of one year, the cost of materials will increase by 10%. The Contractor is hereby agreed to accept such rates in case of extension.
- 1.20 In case of any dispute arising between the office and the successful bidder, the decision of Sr. Deputy Accountant General (Administration) of Office of the Accountant General (Audit- II) M.P., 53, Arera Hills, Hoshangabad Road, Bhopal, M.P. shall be final and binding.

## **2. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER AND MATERIAL**

- 2.1 The Client intends to outsource Manpower (Sanitation/ Housekeeping Service) along with Cleaning materials as per the norms of the Government.

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2.2 The Manpower (Sanitation/ Housekeeping Service) appointed shall be deployed by the Client for the work of Sanitation/ Cleaning of Urinals, Toilets and Mopping of floors etc. as deemed fit by the Client as per the provisions of para 3.1 above.

2.3 The Contractor is not required to quote prices for Unskilled staff.

2.4 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.

**2.5 The tentative requirements of Manpower (Sanitation/ Housekeeping Service) in each of the category shall be as under:**

Category	Tentative Requirement of Manpower	Criteria for hired manpower
Unskilled (Sanitation/ Housekeeping Service [Safaiwala])	10	Well built, hardworking Safaiwalas whose duties includes cleaning of urinals, toilets, mopping of floors etc. or any other duties as directed by the Client.

2.6 The cleaning materials are also to be provided in the office by the contractor. The tentative list of items used in cleaning work is listed as under:-

S.N o.	Description of material	Specification	Unit	Estimated Total Requirement
1.	Acid	Toilet /Urinal cleaner	1 litre	45
2.	Glass Cleaner	Equivalent to COLIN	1 litre	160
3.	Soap	Equivalent to DETTOL	125 gm	100
4.	Dust Supa	Plastic, Good Quality Standard	approx 22.5 x 36 x 107 Centimeters	10
5.	Dustbin with Cover	Plastic, Good Quality Standard	approx 15 litre	4 or as per requirement
6.	Dustbin without Cover	Plastic, Good Quality Standard	approx 6 litre	10 or as per requirement
7.	Dusting Cloth	Cotton Cloth	approx 16 x 24 inches	120

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8.	Cistern Toilet cleaner blocks	Equivalent to HARPIC FLUSHMATIC	approx 150 gm	180
9.	Handwash	Equivalent to DETTOL HANDWASH	1 litre	225
10.	Toilet /Urinal cleaner	Equivalent to HARPIC BLUE	1 litre	100
11.	Bathroom Cleaner	Equivalent to HARPIC RED	1 litre	65
12.	Broom	Lagga Jharu Good Quality Standard	1 pc	30
13.	Floor Cleaner	Equivalent to LIZOL	2 litre	30
14.	Mop Set (Big)	Good Quality Standard	1 pc	6
15.	Mop Set (Small)	Good Quality Standard	1 pc	10
16.	Air Freshener Block	Equivalent to ODONIL	approx 50gm	135
17.	Floor Cleaner	Good Quality Standard Phenyl	5 litre	150
18.	Naphthalene Balls	Good Quality Standard	2 kg	10
19.	Broom	Phool Jharu Good Quality Standard	1 pc	55
20.	Mop	Rassi Poccha Good Quality Standard	1 pc	30
21.	Detergent	Equivalent to WHEEL WASHING POWDER	1 kg	55
22.	Scrub Pad	Equivalent to SCOTCH BRITE SCRUB/ SPONGE	approx 225mm x 36mm x 105mm	45
23.	Broom	Seenk Jharu Good Quality Standard	1 pc	50
24.	Toilet Brush	Good Quality Standard	1 pc	15
25.	Dishwash	Equivalent to VIM LIQUID	1 litre	15
26.	Wiper Big	Good Quality Standard	1 pc	4 or as per requirement
27.	Wiper Small	Good Quality Standard	1 pc	4 or as per requirement

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28.	Web pad (Urinal Pad)	Good Quality Standard	1 pc	200
29.	Room Freshener Spray	Equivalent to GODREJ AIR FRESHNER	approx 240 ml	120
30.	Bucket	Plastic Good Quality Standard	approx 15 litres	5 or as per requirement
31.	Mug	Plastic Good Quality Standard	approx 1 litre	8 or as per requirement
32.	Garbage Bag (Big)	Good Quality Standard	in Kg in accordance with S.no.5 above	2
33.	Garbage Bag (Small)	Good Quality Standard	in Kg in accordance with S.no.6 above	2
34.	Toilet Pump (Bouch)	Good Quality Standard	1 pc	1
35.	Antiseptic Liquid	Equivalent to DETTOL	1 litres	4
36.	Mosquito Repellent	Equivalent to HIT BLACK	700 ml	25
37.	Insect Repellent	Equivalent to HIT RED	700 ml	20

**\* 1. For monthly average estimated quantity, the yearly estimated total quantity of any item/ all item can be brought out by dividing by 12.**

**\* 2. The items and their quantity is indicative only. The actual quantity may vary as per actual requirement of the Client.**

**\* 3. if there shall be requirement of any other item apart from the above list to be used in cleaning, the Contractor shall provide the additional item without any additional cost i.e. the additional item shall be provided within the given fixed value of cost of materials.**

**\* 4 . It is also instructed that if 20% variation (increase or decrease) in consumption/ usage of any item in a month, the bidder shall bring into the notice of the office administration immediately.**

### 3. PENALTIES

- 3.1 The Contractor shall disburse salary to its deployed Manpower (Sanitation/ Housekeeping Service) inclusive of DA, if any, latest by 5th of every month, failing which penalty of Rs. 5000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated.
- 3.2 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 Performance Security Deposit submitted by the Contractor shall be forfeited and deposited in Clients' bank account thereafter.

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- 3.3 If in any case, the Contractor fails to make payments to outsourced personnel in the stipulated time, due to some genuine reason submitted in writing, this office, at the discretion of the competent authorities, reserves the right to make the payments of minimum wages directly into the accounts of outsourced personnel. The Contractor, hereby, binds to deposit statutory deductions (EPF, ESIC and others, if any) for the default month and no claim for the service charge of that month may be paid.
- 3.4 Further, if the contractor fails to deposit statutory deductions (EPF, ESIC and others, if any) for the default month, he is liable to share the Establishment ID with this office for the payment of the above by this office. In this effect, he shall provide the consent to use the credentials to make above statutory payments. Application of this clause attracts a penalty of half of the service charge of a month.
- 3.5 The above Clause 3.3 and 3.4 may be operated only two times in the entire contractual period not exceeding two months, combinedly or separately.
- 3.6 The Contractor has to maintain adequate number of **Manpower (Sanitation/ Housekeeping Service)** as per this contract and also arrange a pool of standby manpower. If the required number of **Manpower (Sanitation/ Housekeeping Service)** are less than specified number as mentioned in the contract, a penalty of **Rs. 500/- per absentee per day** shall be deducted from the bill(s).
- 3.7 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.
- 3.8 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring Manpower (Sanitation/ Housekeeping Service) along with Cleaning items in the event of Contractor failing to provide requisitioned number of **Manpower (Sanitation/ Housekeeping Service)**, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred 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.
- 3.9 Whenever and wherever it is found that the assigned work is not performed up to 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. 5000/- per day per complaint** will be imposed by invoking penalty clause.
- 3.10 If in any case, the successful bidder fails to provide/ store any item or all the items to be used in cleaning service, the employer would procure the same from the market and adjust this amount from the bill of the successful bidder. Apart from this, a **penalty @ 50 %** of the value of procured materials by this office shall be imposed on the successful bidder.
- 3.11 If, the reason of non-supply of cleaning materials to office being submitted in writing to the Competent authorities, is not found genuine, the office, at the discretion of the Competent

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authorities, reserves the right to terminate the contract without assigning any reason thereof.

### **4. SCOPE OF WORK-CONTRACTOR**

- 4.1 The Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 4.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed Manpower (Sanitation/ Housekeeping Service) at Client's office. The Contractor should also ensure that EPF statements to the deployed Manpower (Sanitation/ Housekeeping Service) 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.
- 4.3 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's office after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client's Office and shall also intimate changes in addresses of the staff as and when they take place.
- 4.4 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.
- 4.5 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; 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.
- 4.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The Manpower (Sanitation/ Housekeeping Service) 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.
- 4.7 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.
- 4.8 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.

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4.9 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.

4.10 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 along with the monthly invoice to the Client.

## **5. SCOPE OF WORK – FOR SERVICES**

5.1 The Manpower (Sanitation/ Housekeeping Service) shall be deployed at Building/Premises of Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal.

5.2 The Unskilled staff provided by of Contractor are liable to be deployed as Safaiwalas (Sanitation/ Housekeeping) in the Client's premises. While working as Safaiwalas (Sanitation/ Housekeeping), the Contractor's personnel are liable to perform duties which are related to cleaning in Client's premises, open areas, cleaning of urinals, toilets, mopping of floors etc. or any other job as may be assigned by the Client.

5.3 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.

5.4 The Contractor shall also ensure that only Safaiwalas (Sanitation/ Housekeeping) with good health and experience 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.

## **6. CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- ✓ Are free from any communicable disease.
- ✓ 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 Contractor's Control and the Client.

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- ✓ When in doubt, approach concerned person immediately.
- ✓ Get themselves checked by security personnel whenever they go out.
- ✓ Do not entertain visitors.
- ✓ Shall not smoke in the office premises.

## **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 Client's office.

## **TELEPHONE HANDLING**

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

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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)/Partner(s)/Proprietor.....
13. Email ID of Director (s)/ Partner(s)/Proprietor .....
14. Mobile Number of Director (s) Partner(s)/Proprietor .....
15. Bidder’s bank, its address and current account number .....
- .....
16. Permanent Income Tax number, Income Tax circle.....
17. GST No. ....
18. EPF Registration No. ....
19. ESIC Registration No. ....
20. Particulars of EMD
  - i) Demand Draft/Fixed Deposit Receipt No.....
  - ii) Date.....
  - iii) Name of Bank.....
  - iv) Address of Bank.....
  - v) Validity of DD/FDR.....

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21. Description of experience of providing manpower services during the last three years in Departments of Government of India-

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	Copy of GST	Yes/No
4	Copies of Last three years Balance Sheet	Yes/No
5	Copies of ITR for the last three years	Yes/No
6	Experience Certificates and Work orders	Yes/No
7	Annexure-1	Yes/No
8	Annexure-6	Yes/No
9	Annexure-7	Yes/No
10	Annexure-8	Yes/No
11	Annexure-9	Yes/No
12	Annexure-10	Yes/No

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**ANNEXURE-7  
UNDERTAKING**

*(Notarized Affidavit to be executed on non-judicial stamp paper of Rs. 50/-).*

A copy of the Affidavit should be scanned and uploaded in the GeM Portal.

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give right to the competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the Performance Security in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

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**ANNEXURE-8**

*(Notarized Affidavit to be executed on non-judicial stamp paper of Rs. 50/-).*

A copy of the Affidavit should be scanned and uploaded in the GeM Portal.

- (i) That I, the undersigned State that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in Office of the Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, Office of the Accountant General (Audit-II) Madhya Pradesh, 53, Arera Hills, Hoshangabad Road, Bhopal shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

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**ANNEXURE-9**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs. 50/-**

**A copy of Affidavit should be scanned and uploaded in the GeM Portal.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No..... dated..... ..
- (ii) That my agency M/s ..... has at least last three years' experience for providing Manpower Services (Sanitation/ Housekeeping Services) in Departments under Government of India. The details of work experience along with documentary proof have been enclosed.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

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**ANNEXURE-10**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs. 50/-**

**A copy of the Affidavit should be scanned and uploaded in the GeM Portal.**

- (i) That I, the undersigned undertake that my agency M/s.....  
.....have its own trained Manpower (Sanitation/  
Housekeeping Services) on our rolls to provide requisite services in accordance with the Bid  
Document.
- (ii) I also undertake that the workers employed would be paid at least minimum wages as per orders  
of Government of India and oblige all statutory requirements with respect to ESI, EPF and  
other labour compliances etc., with reference to those workers in accordance with the  
conditions of the contract.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

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**ANNEXURE-11**

**CONTRACT AGREEMENT NO.....**

**DATED**

THIS AGREEMENT is made on ..... between Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose place of office is at 53, Arera Hills, Hoshangabad Road, Bhopal, 462011 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:

WHEREAS the Client invited bids through GeM Portal, vide Notice Inviting for “ **Outsourcing of Manpower Services (Sanitation/ Housekeeping Services) along with Cleaning Items**” at its office under Bid Document No **Admin-III/outsourcing/2024-25/D-** dated

- I. 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.
- II. 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].
- III. AND WHEREAS the Client desires that the hiring of Safaiwalas and cleaning items (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.
- IV. 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.
- V. 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.

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VI. 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 Safaiwalas 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.

VII. AND WHEREAS the Contractor shall be responsible for payment GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST 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 meanings 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) The complete Bid, as submitted by the Contractor.
    - (c) The Addenda, if any, issued by the Client.
    - (d) Any other documents forming part of this Contract Agreement till date.
    - (e) Charges – Schedule annexed to this Article of Agreement
    - (f) 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.
- 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 Accountant General(Audit-II)  
Madhya Pradesh, Bhopal

(Authorised Signatory)

(Authorised Signatory)

**Office of the Accountant General (Audit-II),  
Madhya Pradesh, Bhopal**

Bid Document No. Admin-III/outsourcing/2024-25/

Dated

**ANNEXURE-12  
BID SECURITY FORM**

No.....

Date.....

To

Sr. Audit Officer/Admin-III  
(Hereinafter called "The Owner")  
Office of the Accountant General (Audit-II),  
Madhya Pradesh, Bhopal-462011

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing Manpower Services (Sanitation/ Housekeeping Services) along with Cleaning items under Bid Document No. Admin-III/outsourcing/2024-25/D-..... Dated KNOW ALL MEN by these presents that WE ..... 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 to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

(a) THE CONDITIONS of the obligations are:

(b)

(c) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

(d) If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.

(e) fails or refuses to execute the Contract, if required;

(f) OR

(g) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

OR

(h) 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 in ..... of 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

**Office of the Accountant General (Audit-II),  
Madhya Pradesh, Bhopal**

Bid Document No. Admin-III/outsourcing/2024-25/

Dated

**ANNEXURE- 13  
Sample Index for Document referencing**

<b>S. No.</b>	<b>Name of the Document</b>	<b>Page No.</b>
<b>1.</b>	<b>Bid Submission Form – Annexure 1</b>	
<b>2.</b>	<b>Technical Bid Form – Annexure 6</b>	
<b>3.</b>	<b>Earnest Money Deposit/ Bid Security Form – Annexure 13</b>	
<b>4.</b>	<b>Certificate of Incorporation/ Registration</b>	
<b>5.</b>	<b>MSME Registration</b>	
<b>6.</b>	<b>Copy of PAN</b>	
<b>7.</b>	<b>Copy of GST</b>	
<b>8.</b>	<b>Copy of EPFO Registration</b>	
<b>9.</b>	<b>Copy of ESIC Registration</b>	
<b>10.</b>	<b>Copy of Labour Registration</b>	
<b>11.</b>	<b>Proof of firm having registered office in Bhopal (Madhya Pradesh)</b>	
<b>12.</b>	<b>Copy of Audited Balance Sheet for the completed last three financial years</b>	
<b>13.</b>	<b>Copy of ITR for the last three years</b>	
<b>14.</b>	<b>Experience certificate and Work orders</b>	
<b>15.</b>	<b>Acceptance of the Terms and conditions of Bid as per Annexure – 7</b>	
<b>16.</b>	<b>Notarized affidavit form for relatives and non-conviction under IPC as per Annexure – 8</b>	
<b>17.</b>	<b>Notarized affidavit form for having experience as per Annexure - 9</b>	
<b>18.</b>	<b>Notarized affidavit form for providing required service as per Annexure - 10</b>	
<b>19.</b>	<b>Any other relevant document</b>	

# Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal

Bid Document No. Admin-III/outsourcing/2024-25/

Dated

## PRICE BREAKUP

COMPOSITE CONTRACT FOR OUTSOURCING OF MANPOWER (SANITATION/HOUSEKEEPING SERVICES) ALONG WITH CLEANING MATERIALS					
Note:- The bidders may note that the manpower cost component for providing the above service has been fixed on the basis of Minimum Wages Act as per Central Govt Notification dated 26-09-2023 and also the cost of housekeeping/cleaning materials to be provided for the services is also fixed. Since these two cost components are common for all the bidders, the bidders are not required to quote their own price for these. The bidders are required to quote their prices for the remaining item only.					
S.No.	DESCRIPTION OF WORK	NO. OF MANPOWER	NO. OF MONTHS	RATE (in Rs.)	AMOUNT (in Rs.)
1	Providing housekeeping services, cleaning and maintenance of office premises given the technical bid by supplying required manpower, materials, tools, training for workers etc. as per the scope of works given in the technical bid (as required and as directed.)				
A	UNSKILLED MANPOWER COST (RATE NOT TO BE QUOTED)				
I	<b>i. MINIMUM WAGES-</b> It is calculated as per current minimum wages per day published by the Govt of India. (This component of wage per worker is calculated for 26 days). The minimum wages per day is taken as Rs. 628/- which includes (Basic Wage Rs. 437/-+VDA Rs. 191/-)  <b>ii. EPF &amp; ESI-</b> 16.25% (EPF @13% & ESI-@3.25%) for unskilled worker (This component of wage per worker is fixed as Rs. 2,481/- per month (16.25% of (Basic + VDA) of the worker. This payment will be made only on production of valid proof for having remitted the Employer's contribution. <b>(This is fixed cost, the vendor not required to quote their own price under this component)</b>  <b>iii. BONUS @8.33%</b> for unskilled worker (This component of wage per worker is fixed as 8.33% of (Basic+VDA) of the worker. <b>(This is fixed cost, the vendor not to quote their own price for this component)</b>  <b>iv. SERVICE CHARGE @ 3.85%</b> (Minimum charge as per GeM)  <b>v. INCLUSIVE of GST @ 18%</b>	NO. OF MANPOWER	NO. OF MONTHS	RATE (in Rs.)	AMOUNT (in Rs.)
		For FY 2023-24			
		10	1	23049	230490
		For FY 2024-25 (with 10% increase in wages)			
		10	12	25354	3042480
	BONUS for FY 2024-25 @ 8.33%			163215	
	1. TOTAL UNSKILLED MANPOWER COST (FIXED) FOR FY 2023-24				2,30,490

**Office of the Accountant General (Audit-II),  
Madhya Pradesh, Bhopal**

Bid Document No. Admin-III/outsourcing/2024-25/

Dated

	2. TOTAL UNSKILLED MANPOWER COST (FIXED) FOR FY 2024-25		32,05,695
II	CLEANING MATERIAL COST (RATE NOT TO BE QUOTED)		
	FOR FY 2024-25 ONLY		
	Providing housekeeping / cleaning materials, their transportation, loading / unloading of cleaning materials, freight charges, supervision charges etc. The cost for supplying these materials have been fixed as under based on the area of the branch/ office premises. The contractor should note that no extra amount will be payable more than the fixed material cost against supply of housekeeping / cleaning materials required for providing the above services. (This is fixed cost, the vendor not required to quote their own price under this component)	Cost per month (in Rs.)	Total cost for 2024-25 (in Rs.)
		14950	179300
	2. TOTAL CLEANING MATERIAL COST (FIXED)		179300
III	MANAGEMENT CHARGES (RATE TO BE QUOTED) For management charges for providing manpower and material.		
	MANAGEMENT/SERVICE CHARGES for FY 2024-25 for material and manpower and for one month of FY 2023-24 for manpower only.		
	SUMMARY OF COST		
	COST COMPONENTS	FY 2023-24	FY 2024-25
	COST OF MANPOWER (FIXED VALUE)	2,30,490	32,05,695
	COST OF MATERIALS (FIXED VALUE)	0	1,79,300
	COST OF MANAGEMENT CHARGES (QUOTED VALUE)	To be quoted	
	TOTAL TENDER AMOUNT (INCLUSIVE OF GST @ 18% on COST OF MANPOWER ONLY)	2,30,490	33,84,995
	GRAND TOTAL	36,15,485	

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-02-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-02-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Accountant General, Madhya Pradesh
Office Name/कार्यालय का नाम	Accountant General (economic & Revenue Sector Audit), Bhopal
Item Category/मद केटेगरी	Hiring of Sanitation Service - Cleaning Staff; 6; All Areas; All Areas; Daily; 2
Contract Period/अनुबंध अवधि	1 Year(s) 1 Month(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	11 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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 Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	3615485
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	108465

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

PAO  
Office of Pr. AG(A&E)-I, M.P. Gwalior, payable at Gwalior  
(Pao)

#### 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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. 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.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**Price Break-up format(If required):**[1706268603.pdf](#)

**Additional Machinery and Cleaning Agent Requirements (If any on a Monthly Basis):**[1706268633.pdf](#)

**Additional Scope of Work and Size of Areas to be Serviced:**[1706268699.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
05-02-2024 12:00:00	Office of the Accountant General (Audit-II) M.P., 53, Arera Hills, Hoshangabad road, Bhopal (M.P.)

**Hiring Of Sanitation Service - Cleaning Staff; 6; All Areas; All Areas; Daily; 2 ( 10 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Category of Resource	Cleaning Staff
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	2
Cost of consumables/Equipments	Cost of consumables to be reimbursed to service provider as per limit fixed by the buyer
Machinery and Cleaning Agents	Customised List
<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	Additional Requirement/अतिरिक्त आवश्यकता
1	Satya Prakash	462011,53, Arera Hills, Hoshangabad Road	10	<ul style="list-style-type: none"><li>Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 18809</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

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 4. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

### 5. Service & Support

**AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

### 6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 7. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 8. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a.

Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 9. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PAO (Office of Pr. AG(A&E)-I, M.P. Gwalior)  
payable at  
payable at Gwalior

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 11. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

#### 12. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

### 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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**