

फ़ैक्स/Fax - 0612-2225977 तार/Tele- Gram : ACCOUNTS

# महालेखाकार (ले॰ एवं ह॰) का कार्यालय, बिहार, पटना OFFICE OF THE ACCOUNTANT GENERAL (A&E), BIHAR, PATNA

सं./GD/Outsource Tender//22-23/ 217

Notice Inviting Tender

Two tenders are invited on GeM regarding outsourcing of Manpower (1<sup>st</sup> 35 MTS, 04 DEOs & 01 Driver) vide Bid No. GEM/2023/B/3164708 dated 21.02.2023 and 2<sup>nd</sup> 14 Canteen Staff vide Bid No. GEM/2023/B/3165622 dated 21.02.2023). Additional Term & Conditions and Scope of work for both the tenders is attached herewith. All Curious bidders are requested to submit their bid on GeM with complete Documents and dully filled all Annexures.

- Bid start date : 21.02.2023
- Bid end date : 08.03.2023
- Bid Opening date : 08.03.2023

Sr. Accounts officer Bihar, Patna.

बीरचंद पटेल पथ, पटना-800001

Birchand Patel Path, Patna-800001.

# Additional Term & Conditions

### INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The e-tenders are being invited for Manpower Service (Outsourced Canteen staff) through GeM. All the instructions of GeM bidding are applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all.

2. The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.

3. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

4. The Bidder is expected to examine all instructions, eligibility criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

Sl.No.	Name of Post	No. of persons to be	category
		outsourced	
1.	Asstt. Manager cum	01	Skilled
	storekeeper		
2.	Clerk	02	Skilled
3.	Halwai-cum- cook	02	Skilled
4.	Asstt. Halwai-cum- cook	01	Semi Skilled
5.	Canteen attendant	08	Unskilled
	Total	14	

5. Canteen staff & No. of Persons required.

#### 6. EMD EXEMPTIONS:

6.1 Bid should be accompanied by a Bid Security/Earnest Money Deposit in the form of Bank Guarantee/Demand Draft drawn in Commercial Bank which wll be in favour of PAO(Audit), Office of the Accountant General(A&E), Bihar, Patna.

6.2 A copy of the Bank Guarantee/Demand Draft should be scanned and uploaded along with bid documents.

6.3 The bid security would remain valid for a period of 45 days beyond the final bid validity period.

6.4 Bid security of the unsuccessful bidder would be returned to them at the earliest after expiry of the final bid validity and latest on or before the  $30^{th}$  day after the award of the contract.

6.5. Bidders who are eligible for exemption from depositing EMD according to Rule 170 of GFR 2017 would have to submit a documentary proof in addition to valid EMD declaration (Annexure-

IV) in the Technical bid in place of EMD. Bids received without documentary proof/EMD declaration will not be considered and summarily rejected.

7. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.

8. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing required documents will be summarily rejected.

9. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.

10. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all necessary information for preparing the bid and entering into a contract for the services.

11. It requires that this office as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this office will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

12. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly ( line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own. Manpower Service Agencies intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected.

#### **General Terms and Conditions**

1. The personnel will report to the Designated Officer / Care taker and follow his/her instructions.

2. The Bidder must be registered with the statutory Central and State authority viz., ESI, EPF, Income Tax, GST Registration etc., and should have a valid Central Labour License / obtain valid Central Labour License for supply of manpower as mentioned in the tender document. All existing statutory regulations of both the State as well as the Central Governments, shall be adhered to by the contractor and all records maintained thereof shall be available for scrutiny by this Office. Any

failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

- 3. PAN/GST No. should be enclosed and Self- attested copy non blacklisting certificate that he has not been blacklisted in any of the offices controlled by Central/State Govt., PSU, Bank;
- 4. The tendering manpower Company/Firm/Agency should fulfil the followng technical specifications: -
- (A) The Registered Office or one of the Branch Offices of the manpower Company/Firms/Agency should be located in Patna.
- (B) The Company/ Firm/Agency should have at least three years' experience in providing manpowr to Public Sector Companies/ Banks and Government Ministry/ Departments etc;
- (C) Minimum Average Annual Turnover of the bidder should be 400% of bid value. (As per GeM .
- (D) Minimum 05 projects with supply of 20 no. of manpower should be executed with contract value not less than 50 lakh for each contract to Public Sector Companies/ Banks and Government Ministry/ Departments etc;

5. The contractor should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wage Act. During the contract period if any statutory increase of wages/ DA, etc is to be maintained based on the circular/Notifications issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India from time to time. Any breach of this condition will result in the immediate termination of the contract.

6. The Contractor should furnish copies of all remittance challans /receipts of statutory levies paid in respect of EPF, ESI, GST, etc of previous month along with the claim/bill of current month.

7. No wages / remuneration will be paid to any staff for the days of absence from duty.

8. The service charges/rates quoted by the agency shall be fixed for the contract period and no request for any change / modification shall be entertained before expiry of contract period.

9. The contractor should ensure that wages are paid before 7th of every month.

10. Payment to the contractor will be made by NEFT/RTGS/ECS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.

11. The contractor shall indemnify and keep this Office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this Office shall not be liable for any damages or compensation to any personnel or third party.

12. All damages caused by the personnel to the property of the Department shall be recovered from the contractor.

13. This Office reserves the right to terminate the contract at any time without giving any notice or reasons whatsoever.

14. The contract will be in force for a period of one year from the date of award of contract. This Office reserves the right to extend the contract further, subject to satisfactory performance of the contractor.

15. The service provider should have at least a minimum of three years' experience.

16. Bank Guarantee from a reputed bank for 3 % (Three) of Annual Value of the contract as performance guarantee. In case of deficiency of service / loss due to negligence, this guarantee will be invoked in addition to any other action that may be initiated including termination of contract. The guarantee will be valid during the contract period and also two months after the end of the contract period.

17. The service provider shall fill in the required details as per annexure and enclose the supporting documents which does not contain any ambiguity. Incomplete enclosure of documents shall be rejected and the tender shall be disqualified

18. Any dispute arising out of the agreement or that, which may arise in future, shall be resolved by taking recourse to mutual settlement, failing which the dispute will be subject to courts of Chennai jurisdiction only.

19. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.

20. The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.

21. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential /secret nature.

22. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In-charge upon any matter arising under the clause shall be final and binding on the agency.

23. That the persons engaged shall not be below the age of 21 years or above the age of 50 years and they shall not interfere with the duties of the employees of this office.

24. The service provider shall not assign, transfer, pledge or sub contract the performance of such services without the prior written consent of this office.

25. The transportation, food, medical and other statutory requirement under the various Acts / Government Regulations in respect of each personnel of the service provider will be the sole responsibility of the service provider.

26. The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering either individually or in groups.

27. The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to the Office.

28. The Office of the Accountant General (A&E), Bihar, Patna, Chennai may at its discretion at any point of time during the validity of the contract, require the service provider to dismiss or remove from the site of work, any person or persons, as employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements.

29. Annexure I, II, III, IV and V must be submitted along with the bid document.

30. Rest of the term and Condition is applicable as per Service level agreement and package.

#### **Bid Evaluation:**

1. Bids, in respect of which EMD declaration has been furnished, will only be considered for technical evaluation.

2. Financial bids of technically qualified bidders will be considered for financial evaluation.

3. The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules.

4. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer shall have two options for placement of Contract:

(a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or

(b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

Sd-

Senior Accounts Officer/GD

# **TENDER SCHEDULE**

Name of the Work	E-Tender for Providing Outsourced DEOs/Typists/Clerks & MTS on Rate contract basis at the Office of the Accountant General(A&E), Bihar Patna
Estimated Cost for one year contract	As per GEM Bid
Last Date & submission of E-Tender	As per Bid specification uploaded on GeM portal.
Date & Time of opening of online Tender	As per Bid specification uploaded on GeM portal.
Earnest Money Deposit (EMD) in required form to be sent by Post / Delivered in hand on or before the last date of submission of E Tender (Technical)	Declaration to be submitted as per Department of Expenditure Procurement Policy Division OM No. F.9/4/2020-PPD dated 12.11.2020.
Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder	3% of contract value

#### ANNEXURE

(To be submitted with technical bid)

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#### **DECLARATION**

 1. I, \_\_\_\_\_\_ Son/ Daughter /wife of Shri

 \_\_\_\_\_\_\_Proprietor/ Director, authorized signatory of the Agency/Firm,

 mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

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

Signature of authorized person

Full Name:

Date:

Place:

# ANNEXURE - II

(To be submitted with technical bid)

# **PROFILE OF THE CONTRACTOR / TENDERER**

1.	Name of the Agency	To be filled in by the Tenderer
2.	Date of establishment of the agency.	
3.	Detailed office address of the Agency	
	with office telephone number, Fax	
	number and Mobile number and the name	
	of the contact person(s) and email ID	
4.	Whether registered with all concerned	
	Government authorities (PF/ESI etc.)	
	(Copies of all certificate of registration to	
	be enclosed.)	
5.	PAN/ TAN Number (Copy to be	
	enclosed)	
6.	GST Number (Copy to be enclosed)	
	Annual Return latest copy	
7.	Labour Licence (Copy to be enclosed)	
	CLC Annual return copy	
8.	Whether the firm is blacklisted by any	
	Govt. Department or any criminal case is	
	registered against the firm or its owner /	
	partner anywhere in India. Please	
	attached an Affidavit stating that the	
	agency is / has not been black listed by	
	Centre/ State Government/ PSU etc.	
9.	Length of experience in the field	
10.	Client list as per annexure III	
11.	Whether agency profile is attached?	

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency

### ANNEXURE – III

(To be submitted with technical bid)

# **Details of the existing contracts**

	Name and	In	Details	Value of	Duration of
	Address of	Government/	regarding the	Contract (Rs.	the Contract
	the	Private Sector	contract		
	organization,		including		
	Name,		manpower		
	Designation		deployed		
	and				
	Telephone /				
	Fax No. of				
	the officer				
	concerned				
1.					
2.					
3.					
4.					
5.					

Signature of authorized person

Date:

Full Name:

Place:

#### **EMD DECLARATION**

I/We hereby accept that if I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract or to submit a performance security before the deadline defined in the request for proposals (RFP) document, I/We will be suspended for a period of six months from being eligible to submit Bids/Proposals for contracts with the Office of the Accountant General (A&E), Bihar, Patna.

Signature of authorized person

Date:

Full Name:

Place:

# Annexure-V

# <u>Checklist</u>

Sl.No.	List of required document	Scanned copy of	Enclosure
		document	no. of
		Uploaded.	uploaded
		(Yes/No)	document
1.	Self-attested copy of registration certificate of		
	agency/firm/company for providing manpower.		
2.	Self-attested copy of PAN in respect of the firm/ individual as the case may be;		
3.	Self-attested of GST registration letter/ Certificate;		
4.	Self-attested copy of the EPF/ E.S.I. registration letter/ Certificate;		
5.	The Registered Office or one of the Branch Offices of the manpower Company/Firms/Agency should be located in Patna.		
6.	The Company/ Firm/Agency should have at least three years' experience in providing Canteen staff to Public Sector Companies/ Banks and Government Ministry/ Departments etc;		
7.	Minimum 05 projects with supply of 20 no. of manpower should be executed with contract value not less than 50 lakh for each contract to Public Sector Companies/ Banks and Government Ministry/ Departments etc;		
8.	Self- attested copy non blacklisting certificate that he has not been blacklisted in any of the offices controlled by Central/State Govt., PSU, Bank;		
9.	An undertaking regarding the accepting all term and condition		
All docu	ments uploaded by the service provider should be signed by aut तालिका के कॉलम तीन और चार को भरना अनिवार्य है	horized signatory.	

# Additional Term & Conditions and Scope of work

### INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The e-tenders are being invited for Manpower Service (Outsourced DEOs & MTS) through GeM. All the instructions of GeM bidding are applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all.

2. The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.

3. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

4. The Bidder is expected to examine all instructions, eligibility criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

5. DEOs/MTS & No. of Persons required.

Sl.No.	Name of Post	No. of persons to be	category
		outsourced	
1.	Data entry Operator	04	Skilled
2.	MTS	35	Unskilled
3.	Driver	01	Skilled
	Total	40	

#### 6. EMD EXEMPTIONS:

6.1 Bid should be accompanied by a Bid Security/Earnest Money Deposit in the form of Bank Guarantee/Demand Draft drawn in Commercial Bank which wll be in favour of PAO(Audit), Office of the Accountant General(A&E), Bihar, Patna.

6.2 A copy of the Bank Guarantee/Demand Draft should be scanned and uploaded along with bid documents.

6.3 The bid security would remain valid for a period of 45 days beyond the final bid validity period.

6.4 Bid security of the unsuccessful bidder would be returned to them at the earliest after expiry of the final bid validity and latest on or before the  $30^{th}$  day after the award of the contract.

6.5. Bidders who are eligible for exemption from depositing EMD according to Rule 170 of GFR 017 would have to submit a documentary proof in addition to valid EMD declaration

(Annexure-IV) in the Technical bid in place of EMD. Bids received without documentary proof/EMD declaration will not be considered and summarily rejected.

7. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.

8. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing required documents will be summarily rejected.

9. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.

10. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all necessary information for preparing the bid and entering into a contract for the services.

11. It requires that this office as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this office will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

12. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly ( line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own. Manpower Service Agencies intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected.

#### **General Terms and Conditions**

1. The personnel will report to the Designated Officer / Care taker and follow his/her instructions.

2. The Bidder must be registered with the statutory Central and State authority viz., ESI, EPF, Income Tax, GST Registration etc., and should have a valid Central Labour License / obtain valid Central Labour License for supply of manpower as mentioned in the tender document. All existing statutory regulations of both the State as well as the Central Governments, shall be

adhered to by the contractor and all records maintained thereof shall be available for scrutiny by this Office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

- 3. PAN/GST No. should be enclosed and Self- attested copy non blacklisting certificate that he has not been blacklisted in any of the offices controlled by Central/State Govt., PSU, Bank;
- 4. The tendering manpower Company/Firm/Agency should fulfil the followng technical specifications: -
- (A) The Registered Office or one of the Branch Offices of the manpower Company/Firms/Agency should be located in Patna.
- (B) The Company/ Firm/Agency should have at least three years' experience in providing manpowr to Public Sector Companies/ Banks and Government Ministry/ Departments etc;
- (C) Minimum Average Annual Turnover of the bidder should be 400% of bid value. (As per GeM .
- (D) Minimum 05 projects with supply of 50 no. of manpower should be executed with contract value not less than 1.5 Crore for each contract to Public Sector Companies/ Banks and Government Ministry/ Departments etc;

5. The contractor should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wage Act. During the contract period if any statutory increase of wages/ DA, etc is to be maintained based on the circular/Notifications issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India from time to time. Any breach of this condition will result in the immediate termination of the contract.

6. The Contractor should furnish copies of all remittance challans /receipts of statutory levies paid in respect of EPF, ESI, GST, etc of previous month along with the claim/bill of current month.

7. No wages / remuneration will be paid to any staff for the days of absence from duty.

8. The service charges/rates quoted by the agency shall be fixed for the contract period and no request for any change / modification shall be entertained before expiry of contract period.

9. The contractor should ensure that wages are paid before 7th of every month.

10. Payment to the contractor will be made by NEFT/RTGS/ECS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.

11. The contractor shall indemnify and keep this Office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this Office shall not be liable for any damages or compensation to any personnel or third party.

12. All damages caused by the personnel to the property of the Department shall be recovered from the contractor.

13. This Office reserves the right to terminate the contract at any time without giving any notice or reasons whatsoever.

14. The contract will be in force for a period of one year from the date of award of contract. This Office reserves the right to extend the contract further, subject to satisfactory performance of the contractor.

15. The service provider should have at least a minimum of three years' experience.

16. Bank Guarantee/FDR from a reputed bank for 3 % (Three) of Annual Value of the contract as performance guarantee. In case of deficiency of service / loss due to negligence, this guarantee will be invoked in addition to any other action that may be initiated including termination of contract. The guarantee will be valid during the contract period and also two months after the end of the contract period.

16.1. Such Performance Security, like Performance bank Guaranty (PBG) from a Scheduled Commercial Bank in format provided on GeM, must be submitted by Seller to the buyer within 15 days of award of contract. The payment to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security/PBG.

16.2. If the seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

16.3 The Bank Guarantee/FDR should be issued on the name PAO(Audit), O/o the Accountant General (A&E), Bihar, Patna.

17. The service provider shall fill in the required details as per annexure and enclose the supporting documents which does not contain any ambiguity. Incomplete enclosure of documents shall be rejected and the tender shall be disqualified

18. Any dispute arising out of the agreement or that, which may arise in future, shall be resolved by taking recourse to mutual settlement, failing which the dispute will be subject to courts of Patna jurisdiction only.

19. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.

20. The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.

21. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential /secret nature.

22. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In-charge upon any matter arising under the clause shall be final and binding on the agency.

23. That the persons engaged shall not be below the age of 21 years or above the age of 50 years and they shall not interfere with the duties of the employees of this office.

24. The service provider shall not assign, transfer, pledge or sub contract the performance of such services without the prior written consent of this office.

25. The transportation, food, medical and other statutory requirement under the various Acts / Government Regulations in respect of each personnel of the service provider will be the sole responsibility of the service provider.

26. The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering either individually or in groups.

27. The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to the Office.

28. The Office of the Accountant General (A&E), Bihar, Patna, may at its discretion at any point of time during the validity of the contract, require the service provider to dismiss or remove from the site of work, any person or persons, as employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements.

29. Annexure I, II, III, IV and V must be submitted along with the bid document.

30. Rest of the term and Condition is applicable as per Service level agreement and package.

#### **Bid Evaluation:**

1. Bids, in respect of which EMD declaration has been furnished, will only be considered for technical evaluation.

2. Financial bids of technically qualified bidders will be considered for financial evaluation.

3. The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules.

4. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer shall have two options for placement of Contract:

(a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or

(b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

Sd-

#### Senior Accounts Officer/GD

#### SCOPE OF WORK & QUALIFICATION of MTS, DEO & Driver

#### 1. Education qualification for Different Categories are as follows:-

DEOs should be 12<sup>th</sup> passed by recognized board and MTS and Driver should be 10<sup>th</sup> passed by recognized board.

#### 2. Technical requirements for Data Entry Operators are as follows:-

(a) Data Entry Operator having good knowledge of computer like MS-Word, MS-Office, MS-Excel, MS Power Point, Internet, Typing etc.

(b) The candidates should have typing speed of 35 WPM or the Speed of the 10500 Key Depressions per hour on Computer will be adjudged on the basis of the correct entry of words/Key depressions in English and for Hindi typist should have typing speed of 30 WPM or the Speed of the 9000 key Depressions per hour. He/She Should have good communication and analytical skills and ability of operate latest IT related devices.

(c) The Candidates Should have possessed minimum one year Certificate/ Diploma in typing/Computers .

### 3. Outsourced staff car driver must possess:-

(a) Possession of Valid driving license for motor car.

(b) Experience of driving a motor car for at leat three years for Govt. organization/Public Sector Undertaking/Autonomous bodies, etc.

(c) Knowledge of motor mechanism (outsource person should be able to remove minor defects in vehicles)

(d) Knowledge of navigation/GPS

(e) He should be in sound health and should be Self Disciplined, Polite and have good communication skills, bearing a pleasant disposition.

# 4. Scope of work as follows:-

(A) Data Entry Operator

I. Attend to various data entry and processing related works and other jobs specific to the section in which they would be deployed.

II.Attend to any other work assigned to them by the senior officers/ officials and proficient in using office gadgets like photocopying, fax machine etc.

# (B) MTS

- I. General Cleanliness and upkeep of Section/Unit.
- II. Sanitation work of building/office.
- III. Cleaning of rooms.
- IV. Cleaning of building, fixtures etc.
- V. Watch & Ward duties.
- VI. Opening & closing of rooms.
- VII. Up keeping of parks, lawns, potted plants etc.
- VIII. Dusting of furniture etc.
  - IX. Carrying of files & other papers within the building/office.
  - X. Delivering of Dak (Outside the building).
  - XI. Physical maintenance of the records of the sections.
- XII. Stitching and binding of records/files/registers of the Section/Unit.
- XIII. Photocopying, Sending of Fax etc.
- XIV. Other Non-clerical work in the Section/Unit.
- XV. Assisting in routine office work like diary, dispatch etc, including computers.
- XVI. Maintenance of office equipment/fixtures and fitting and provide necessary.
- XVII. Driving of Vehicles, if in possession of valid driving license.
- XVIII. Any other work assigned by the superior authority.

# (C) Driver

- I. Transporting staff members and products to the destination point
- II. Helping with loading and unloading of goods, raw materials, and staff luggages
- III. Checking traffic updates before starting the journey
- IV. Opting to a shorter or alternate route in case of traffic congestion
- V. Parking the vehicle properly
- VI. Regularly washing and cleaning the vehicle
- VII. Conducting timely vehicle maintenance checks
- VIII. Scheduling vehicle service appointments
  - IX. Informing the company of any accidents or vehicle damage
  - X. Ensuring the safety of staff members and goods during the journey
  - XI. Addressing any client queries related to the journey
- XII. Identifying any mechanical issues in the vehicle
- XIII. Paying tolls when required
- XIV. Maintaining a record of vehicle maintenance receipts
- XV. Reporting to work on time and in complete uniform
- 5. This Office is a Central Govt. Office and has five days working( i.e, Monday to Friday) in a week from 9.30 AM to 6:00 PM with a lunch break of ½ hour from 01:30 PM. However, depending upon the urgency of work, the personnel may be required to work late ( beyond office hours) or on holidays, for which no additional remuneration will be paid.

### **Responsibilities of the Contractor:**

1) The selected agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed by them. This office shall in no way be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, financial losses or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation. The selected agency shall comply with all the legal requirements for obtaining Licenses under Contract Labour (Regulations and Abolition) Act, 1970 if any. at his own part and cost.

2) The selected agency shall provide a substitute well in advance if there is any probability of person leaving the job due to his/her own personal reasons.

3) The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be absorbed in any capacity in this office. The Contractor should communicate the above to all the manpower deployed in this office by the contractor.

4) The selected agency will be required to pay the wages as prescribed under the Minimum Wages Act of Central Government. The selected agency may pay more wages than those prescribed by the Act. The selected agency will maintain proper record as required under the Law/Acts. Any increase in minimum wages by Central Government will be given along with ESI and PF as applicable.

5) The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at this office.

6) The selected agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to this office to concerned tax collection authorities as applicable.

7) In case, the service provider fails to comply with any liability under appropriate law, and as a result thereof this office is put to any loss/obligation(monetary or otherwise), this office will be entitled to discharge those obligations by making payments from the outstanding bills payable or from Security Deposit of the agency.

8) The selected agency has to exercise utmost vigil in the performance of duties. Any loss or damage caused by negligence on the part of the staff deployed shall have to be reimbursed by the bidder. Once it is established that the loss is because of lapse(s) on the part of the staff deployed, the successful bidder shall pay within 15 days, the purchase price or the market value of the lost/stolen article/property whichever is higher. In the event of failure to pay such amount the same will be recovered from the amount due to the successful bidder.

9) The Contractor shall be responsible for the entire criminal, civil, liabilities arising during the contract period by any of his/his employees' acts or omissions and he should indemnify this office from such implication /eventualities /happenings.

10) The selected agency will indemnify this office from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.

Sd/-

Sr. Accounts officer/GD

# **TENDER SCHEDULE**

Name of the Work	E-Tender for Providing Outsourced DEOs/Typists/Clerks & MTS on Rate contract basis at the Office of the Accountant General(A&E), Bihar Patna
Estimated Cost for one year contract	As per GEM Bid
Last Date & submission of E-Tender	As per Bid specification uploaded on GeM portal.
Date & Time of opening of online Tender	As per Bid specification uploaded on GeM portal.
Earnest Money Deposit (EMD) in required form to be sent by Post / Delivered in hand on or before the last date of submission of E Tender (Technical)	Declaration to be submitted as per Department of Expenditure Procurement Policy Division OM No. F.9/4/2020-PPD dated 12.11.2020.
Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder	3% of contract value

# ANNEXURE – I

(To be submitted with technical bid)

### **DECLARATION**

 I. I, \_\_\_\_\_\_ Son/ Daughter /wife of Shri \_\_\_\_\_\_\_Proprietor/ Director, authorized signatory of the Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

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

Signature of authorized person

Date:

Full Name:

Place:

### ANNEXURE-II

(To be submitted with technical bid)

# **PROFILE OF THE CONTRACTOR / TENDERER**

1.	Name of the Agency	To be filled in by the Tenderer
2.	Date of establishment of the agency.	
3.	Detailed office address of the Agency	
	with office telephone number, Fax	
	number and Mobile number and the name	
	of the contact person(s) and email ID	
4.	Whether registered with all concerned	
	Government authorities (PF/ESI etc.)	
	(Copies of all certificate of registration to	
	be enclosed.)	
5.	PAN/ TAN Number (Copy to be	
	enclosed)	
6.	GST Number (Copy to be enclosed)	
	Annual Return latest copy	
7.	Labour Licence (Copy to be enclosed)	
	CLC Annual return copy	
8.	Whether the firm is blacklisted by any	
	Govt. Department or any criminal case is	
	registered against the firm or its owner /	
	partner anywhere in India. Please	
	attached an Affidavit stating that the	
	agency is / has not been black listed by	
	Centre/ State Government/ PSU etc.	
9.	Length of experience in the field	
10.	Client list as per annexure III	
11.	Whether agency profile is attached?	
	L	B

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency

### ANNEXURE – III

(To be submitted with technical bid)

# **Details of the existing contracts**

	Name and	In	Details	Value of	Duration of
	Address of	Government/	regarding the	Contract (Rs.	the Contract
	the	Private Sector	contract		
	organization,		including		
	Name,		manpower		
	Designation		deployed		
	and				
	Telephone /				
	Fax No. of				
	the officer				
	concerned				
1.					
2.					
3.					
4.					
5.					

Signature of authorized person

Date:

Full Name:

Place:

### **EMD DECLARATION**

I/We hereby accept that if I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract or to submit a performance security before the deadline defined in the request for proposals (RFP) document, I/We will be suspended for a period of six months from being eligible to submit Bids/Proposals for contracts with the Office of the Accountant General (A&E), Bihar, Patna.

Signature of authorized person

Date:

Full Name:

Place:

# Annexure-V

# Technical Bid Checklist

Sl.No.	List of required document	Scanned copy of document Uploaded. (Yes/No)	Enclosure no. of uploaded document
1.	EMD Declaration		
2.	Self-attested copy of PAN in respect of the firm/ individual as the case may be;		
3.	Self-attested of GST registration & Annual Return Copy;		
4.	Self-attested copy of the EPF registration, latest ECR Challan		
5.	Self-attested copy of the E.S.I. registration, latest challan		
6.	The Registered Office or one of the Branch Offices of the manpower Company/Firms/Agency should be located in Patna.		
7.	The Company/ Firm/Agency should have at least three years' experience in providing MTS &DEOs to Public Sector Companies/ Banks and Government Ministry/ Departments etc;		
8.	Minimum 05 projects with supply of 50 no. of manpower should be executed with contract value not less than 1.5Cr. in last three years for each contract to Public Sector Companies/ Banks and Government Ministry/ Departments etc;		
9.	Self- attested copy non blacklisting certificate that he has not been blacklisted in any of the offices controlled by Central/State Govt., PSU, Bank;		
10.	An undertaking regarding the accepting all term and condition		
All docu	ments uploaded by the service provider should be signed by au तालिका के कॉलम तीन और चार को भरना अनिवार्य है	thorized signatory.	

## SCOPE OF WORK & QUALIFICATIONS OF CANTEEN STAFF

1. Education qualification for Different Categories are as follows:-

(a) Assistant Manager Cum Store Keeper should be Graduate from any recognised University.

(b) Clerk should be 12<sup>th</sup> passed by recognized board.

(C) Halwai-cum-cook and Asstt. Halwai-cum-cook and canteen attendant should be 10<sup>th</sup> passed by recognized board.

### 2. Scope of work as follows:-

## (A) Asstt. Manager cum storekeeper

I. Maintaining and handling day-to-day stores operations as per requirement

II. Maintain high level of accuracy in stock & proper storage of goods in warehouse
 III. Responsible for all warehouse operations including shipping and receiving deliveries,
 coordinating stock,

IV. Documenting - Inventory reports, warehouse transactions, maintaining records and overseeing storage of surplus inventory.

V. Any other work assigned by the superior authority

## (B) Clerk

I. To issue coupon s in respect of items prepared for daily sale on counter.

II. To maintain daily sale register

III. Tally daily cash sales against the coupons issued off & submit daily account in respect of sale

IV. Any other additional duty allotted by alloted by the in-charge of the Canteen.

### (C) Halwai-cum- cook

i) To prepare snacks like butter-toast, dosa, idly, vada, paneer pakoda, samosa, vegetable cutlet, vegetable sandwich/pakoda etc.

ii) To prepare lunch/meals i.e, chapatti, curd, dal, puri, raita, rice, sabzi, sambar, soup, vegetable salad and sweet dishes i.e, burfi, besan burf, coconut burf, ladoo, , gulab-jamun, gajar-halwa, and rasgulla etc.

iii) Any other additional duty allotted by the in-charge of the Canteen.

## (D) Asstt. Halwai-cum- cook

(i) To assist the Halwai-cum-Cook in preparation of various snacks and beverages such as buttertoast, dosa, idly, vada, paneer pakora, smosa, vegetable cutlet, vegetable sandwich/pakora etc.

(ii) To assist Halwai-cum-Cook in preparation of lunch/meals i.e. chapati, curd, dal, puri, raita, rice, sabzi, sambar, soup, sweat-dish, vegetable salad etc.

(iii) In absence of Halwai-cum-Cook preparation of snacks and meals.

(iv) Any other additional duty allotted by the in-charge of the Canteen.

### (E) Canteen attendant

- (i) To prepare Tea/Coffee/Juice etc. for the users;
- (ii) To serve Tea/Coffee/Biscuits etc. in the official meetings;

(iv) To collect the used cups/plates within the canteen premises, after concluding of official meetings

(v) To clean crockery/cutlery/utensils etc. in three stage i.e. in running normal water; in hot detergent water and in potassium permanganate solution;

(vi) To sweep and wash the floor area;

(vii) Cleaning/dusting table, chair and other furniture in canteens.

(viii) Cleaning slabs and area where food is cooked.

- (ix) Any other additional duty allotted by the in-charge of the Canteen.
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Sd/-

#### Sr. Accounts officer/GD