

**Office of the Principal Accountant General (Audit-I),
Madhya Pradesh, Gwalior**

Bid Document No. Ex.Br./F-192/GeM/2024/B/4648511

Dated 16.2.2024

INVITATION FOR BIDS (IFB)

The Office of the Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior-474002 invites online bids for contract for hiring of manpower services in skilled and semi-skilled category as mentioned in the following table for the year 2024-25:

Sl. No.	Total Skilled	Total Semi-skilled	Tentative requirement of manpower
1	05 (4-Data Entry Operators and 01-Staff Car Driver)	12	17
	The Client intends to outsource manpower for deployment in different categories such as skilled, semi-skilled etc. as per the norms of the Government. The manpower appointed in different categories shall be deployed by the Client for the work of MTS, Data Entry Operator, staff car driver and any other category as deemed fit by the Client.		

The bid document can be downloaded from GeM Portal as well as from the office website <https://cag.gov.in/ag1/madhya-pradesh/en>.

Time Schedule

1. Start date of bid preparation and submission: 19.02.2024
2. Expiry date of bid submission: 01.03.2024
3. Date of tender opening: 04.03.2024
4. Validity of bids: 90 days

Important Conditions”

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

Sr.Dy. Accountant General (Admn.)

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BID DOCUMENT

(Scope of work and Special Conditions of Contract)

**FOR SELECTION OF AGENCY FOR PROVIDING
HIRED MANPOWER SERVICES
FOR
THE OFFICE OF THE PRINCIPAL ACCOUNTANT
GENERAL (AUDIT-I), MADHYA PRADESH,
GWALIOR**

**Office of the Principal Accountant General (Audit-I),
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BID DOCUMENTS FOR

“Hiring of manpower services (Semi-skilled-MTS and Skilled – DEO/Driver)

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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 (Executive Branch)
Office of the Principal Accountant General (Audit-I)
Madhya Pradesh, Gwalior-474002

Ref: Invitation for Bid document **No. Ex.Br./F-146/D-** **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 manpower services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or 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,

Authorised Signatory

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

Full Name and Designation

(To be printed on Bidder's letterhead)

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ANNEXURE-2

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 Office of the Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior, hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH Government e-Marketplace (GeM) from reputed firms dealing with Ministries/Govt. departments for providing hired manpower services for its office.

1.2 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.

1.3 The Bidder should download the Bid document (Scope of Work and Special condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document (Scope of Work and Special condition of Contract) including various conditions of contract.

1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.

1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

1.8 The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

2. MINIMUM ELIGIBILITY CRITERIA

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

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- a. **Legal Valid Entity:** The Bidder shall necessarily be a proprietary firm, partnership firm, limited company, corporate body legally constituted. A 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.
- 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 should have its registered office located in Gwalior, Madhya Pradesh. The Bidder should submit documentary proof for the same.
- e. **Experience:** The Bidder should have at least last five years' continuous experience for providing manpower services in Ministries/Departments under Government of India.
- f. **Turnover:** The Bidder should have minimum gross turnover of Rs 30,00,000/- (Rupees thirty lakh) in business of providing manpower services.
- g. The bidder should have its own trained manpower on their rolls. A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (for skilled, semi-skilled and unskilled) 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 Incorporation Certificate 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 License** shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of **ITR and GST/Service Tax Return for the last three financial years** 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 Gwalior, 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 in the Departments under Government of India** shall also be required to be submitted.
- (vi) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the

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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 bids shall be accompanied by an Earnest Money Deposit of **Rs.1.21 lakh (rupees one lakh and twenty one thousand)** in the form of Bank Guarantee/Fixed Deposit Receipt as per bid document of GeM. The validity of the Bank Guarantee/Fixed Deposit Receipt must be beyond three months starting from the date of submission of the bids. The Bank Guarantee / Fixed Deposit Receipt shall be in favour of Principal Accountant General (Audit-I) Madhya Pradesh, 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 (Executive Branch), Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior on or before the time of closing of the uploading of the Bids. The original of the 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 uploading of the Bids, the bid shall not be opened.

3.3 Bidders, who are eligible to be exempted from depositing EMD according to **Rule-170 of GFRs, 2017**, should submit documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.

3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.6 The bids without Earnest Money shall be summarily rejected.

3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.8 The bid security (earnest money deposit) may be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder

(a) Fails to sign the contract in accordance with the terms of the bid document.

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(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 90 days from the last date of submission of Bids.

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

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

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

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

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

5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in Clause 6 of Annexure 2 of the Bid Document in a sealed envelope superscribed "Bids for providing Manpower Services" in drop box at reception, **Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Audit Bhawan, Jhansi Road, Gwalior-474002** or sent by post at the above highlighted address on or before the dates specified in the Bid document.

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

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

5.7 The important dates are mentioned in Bid document.

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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.10/- 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 and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- c. Annexure 8 : The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- 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 and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- d. Annexure-9: The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- 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 last five years in providing manpower services in Departments of Government of India.
- e. Annexure-10: The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that they have trained manpower 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.
- 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 / exemption certificate 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

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Clause 2.1 of Annexure-2 of the Bid Document in support of their fulfillment of minimum eligibility criteria.

7. FINANCIAL BID:

7.1 The Bidder should quote rates for each category of manpower in terms in Indian Rupees. If rate is not quoted for all the category of manpower, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder. The Financial Bids of only those bidders shall be opened who will be found technically qualified.

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.

7.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.

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

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION

9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

9.2 The technical bid evaluation shall be done based on the following criteria:

(i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-1 in the prescribed format in GeM Portal.

(ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 6 in the prescribed format in GeM Portal.

(iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 7 in the prescribed format in GeM Portal.

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(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 and other affidavits 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 The originals of Earnest Money Deposit, Annexure-1, Annexure-6, Annexure- 7, Annexure-8, Annexure-9, Annexure-10 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "Bid for providing Manpower Services" in drop box at Reception, **Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Audit Bhawan, Jhansi Road, Gwalior-474002** or sent by post at the above highlighted address on or before the dates specified in the bid document.

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

9.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.

9.6 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the Financial Bid opening in written communication.

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.

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

11. RIGHT OF ACCEPTANCE:

11.1 The Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior reserves all rights to reject any bid including of those bidders who fail to

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comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior in this regard shall be final and binding.

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

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

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

11.5 The Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior 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.

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

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

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

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

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

13.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within 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.

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13.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.

13.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

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ANNEXURE-3

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1. General

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

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

1.2 CONFIDENTIALITY

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

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

2 SECURITY DEPOSIT

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2.1 The successful bidder within fifteen days of the acceptance of the LoA shall submit a security deposit (valid for a period beyond sixty days of completion of all contractual obligations) in form of Performance Bank Guarantee, a sum equivalent to 5% (five percent) of the accepted contract value in favour of Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior, payable at Gwalior.

2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior 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 security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Principal Accountant General (Audit-I), Madhya Pradesh, Gwalior 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 Security Deposit 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. NOTICE TO PROCEED

After the acceptance of the LoA and receiving Security Deposit from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide manpower services in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 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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5. SERVICES REQUIRED BY THE CLIENT

5.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

5.3 The Contractor shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

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

6.1 Submission of Security Deposit.

6.2 The Contractor shall commence manpower services in Client's premises **within 7 days** from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

7.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & EPF 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, 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.

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.

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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 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) 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.

7.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

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.

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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 services to the Client.

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

8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.

8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

9.1 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

9.2 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.

9.3 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 one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract

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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 black listing etc. solely at the discretion of the competent authority of the office of the Client.

10.2 The contract may be renewed for further two years, one year at a time, 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 finalisation 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 services.

11.2 The prices shall be exclusive of any GST/ service tax 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. The Client shall make all endeavor to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.

11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the bid document.

11.7 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.

11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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11.10 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 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 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

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13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor:

13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and en-cashed.

13.2.2 If the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements.

13.2.3 If the Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

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

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

15. INSOLVENCY

15.1 The competent authority of the Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

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

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

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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 of 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 Gwalior 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 Gwalior.

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 Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month 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.

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

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

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

4.4 Each monthly bill must accompany the:

(a) List of employees with their date of engagement

(b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)

(c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC (d) Declaration of the Contractor regarding compliance of Amount of EPF / ESIC

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

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ANNEXURE-5

SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED

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

1. GENERAL INSTRUCTIONS

1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.

1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.

1.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise 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 Services in accordance with the requirements.

1.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.

1.7 The 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.

2. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

2.1 The Client intends to outsource manpower for deployment in different categories such as skilled, semi-skilled etc. as per the norms of the Government.

2.2 The manpower appointed in different categories shall be deployed by the Client for the work of MTS, Data Entry Operator, staff car driver and any other category as deemed fit by the Client as per the provisions of **para 2.1** above.

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2.3 The Contractor is required to quote prices for each of the category viz. Skilled and Semi-skilled 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 in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Criteria for hired manpower
Semi-skilled (Multitasking Staff)	12	Well built, hardworking Multi-tasking Staff whose duties includes as MTS/Guest house attending/catering and Watch and Ward related duties or any other duties as directed by the Client.
Data Entry operators (DEO)	04	Self-motivated, energetic and career oriented individuals having minimum 18 years of age, who have passed 12 th Standard or equivalent examination from a recognized Board and having proficiency in MS office with good communication skills who possess data entry speed of 15000 (fifteen thousand) key depressions per hour on computer.
Skilled (Staff Car Drivers)	01	Minimum 10 th Standard pass with proficiency in the respective field.

3. PENALTIES

3.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by **3rd of every month, failing which penalty of Rs.5000/- per day** will be imposed up to 15th of the month and the contract shall liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit submitted by the Contractor shall be forfeited and deposited in Clients' bank account thereafter.

3.2 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.

3.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / supervisors / managers 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).

3.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the

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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.

3.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata 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.

4. SCOPE OF WORK-OF CONTRACTOR

4.1 The Contractor must provide standard and clean liveries to its employees with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.

4.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.

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 persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff

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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.

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

The contractor shall provide the skilled and semi-skilled manpower services for complete satisfactory of the Office of the Principal Accountant General (Audit-I) Audit Bhawan, Jhansi Road, Madhya Pradesh, Gwalior.

5.1 The Semi-skilled staff provided by of Contractor are liable to be deployed as MTS (Multi-Tasking Staff)/Office Peon/Watch and Ward in the Client's premises. While working as MTS, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, cleaning/dusting of concerned Section, photocopy etc., Watch and ward duties, guest house attending/catering or any other job as may be assigned by the Client.

5.2 The MTS are also liable to be deployed as Service Boy in the Guest House in the Client's premises. While working as Service Boy, they are liable to perform all jobs of a room-boy/service boy and work as per the terms and conditions of the guest house.

5.3 Skilled personnel of the Contractor are liable to be deployed as Data Entry Operator and Staff Car Driver. While working as the skilled personnel, they are required to adhere to the respective standards as per the requirements of Client.

5.4 Data Entry Operator of Contractor are liable to be deployed in different sections of Client, wherein they are required to be fully conversant with the desired standards of a Computer Operator, as per the requirements of the Client.

5.5 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.

5.6 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in

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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.
- ✓ 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 misuse the 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.

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20. Particulars of EMD

- i) Bank Guarantee/Fixed Deposit Receipt No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/FDR.....

21. Description of experience of providing manpower services during the last five 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.10/-).

A copy of Affidavit should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the Bid Document.

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 Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior 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 Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior 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 Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the Security Deposit 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.10/-).

A copy of Affidavit should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the Bid Document.

(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 Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior 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 Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior 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.10/-)

**A copy of Affidavit should be scanned and uploaded in the GeM Portal and
hardcopy should be delivered along with other documents as per the timelines of
the bid document.**

(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 five years' experience for providing manpower 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.10/-)

A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the bid document.

(i) That I, the undersigned undertake that my agency M/s.....
.....have its own trained manpower 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 (both for skilled and unskilled) as per orders of Government of India and oblige all statutory requirements with respect to ESI, EPF, Bonus, GST and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract. I/We strictly comply the following rules regarding ESI, Bonus and EPF:

ESI- All the establishments covered under the ESI Act and all factories that employ more than 10 employees and pay wages below Rs.21,000/- per month (Rs.25,000/- for employees with disability) must register with the ESIC and contribute towards the ESI scheme. All the employees earning more than Rs.21,000/- per month are exempted from the ESI contribution (3.25%).

Bonus-As per Bonus Act of 1965 and amendment in 2015, employee whose monthly wages is more than Rs.21,000/- is not eligible for bonus (8.33%).

EPF- EPF is 13% of wage ceiling up to Rs.15,000/- (maximum limit of EPF is Rs.1,950/-)

(iii) I/We also undertake that payment/salary to the manpower will be paid within 10 days from the end of the month irrespective of the pending payment from the Office of the Principal Accountant General (Audit-I), M.P., Gwalior for at least three month failing which gives right to the Client for taking any appropriate action regarding forfeiture of Performance Guarantee etc.

Place:

Date:

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

Name of the Bidder.....

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ANNEXURE-11

CONTRACT AGREEMENT NO.....Ex.Br. DATED 2024

THIS AGREEMENT is made on between Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior (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 Audit Bhawan, Jhansi Road, Gwalior of the One Part,

AND

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

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Client invited bids through GeM Portal, vide Notice Inviting for “**hiring manpower services**” at its office under Bid Document No. /Ex.Br./F-146/ dated

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.

III. AND WHEREAS the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only] (calculated as per labour rates on the date of start of the bidding process) for the contract from to..... (.....months). The sum may vary only on account of change in labour rates only as stipulated in the bidding document.

IV. AND WHEREAS the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

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VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same 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) Notice to Proceed (NTP) issued by the Client
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the Client.
- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee)
- (f) Charges – Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

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

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Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior

(Authorised Signatory)

(Authorised Signatory)

**Office of the Principal Accountant General (Audit-I),
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**ANNEXURE-12
PERFORMANCE BANK GUARANTEE**

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

Date: Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to.....

Guarantee Expiry Date: Last date of Lodgment:
.....

WHEREAS Office of the Principal Accountant General (Audit-I) Madhya Pradesh, Gwalior - 474002

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

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a

Security Deposit from a scheduled bank in India having a branch at Gwalior for an amount equal to 05% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

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

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification

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to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Gwalior for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

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(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

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**ANNEXURE-13
BID SECURITY FORM**

No.....

Date.....

To

Sr. Audit Officer/Executive Branch

(Hereinafter called "The Owner")

Office of the Principal Accountant General (Audit-I),

Madhya Pradesh, Gwalior-474002

Whereas M/s..... (Hereinafter called "the bidder") has submitted its bid dated.....for providing manpower services on contract basis under **Bid Document No. /Ex.Br./F-146/..... 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.

THE CONDITIONS of the obligations are:

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

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

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

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in capacity of

Full address of Branch

Tel No. of Branch and Fax No. of Branch

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Proforma - Price Break-up

(Amount in rupees)

Sl. No.	Particulars	Manpower (skilled)	Manpower (semi-skilled)
		Per month/ per person	Per month/ per person
	Number of working days	22 days in a month	26 days in a month
A	Minimum rate of wages for skilled manpower-832 and semi-skilled manpower 709	18304	18434
B	Bonus @8.33%	1525	1536
C	EPF (including EDLI and admin charges @ 13% as per prevailing norms-(maximum Wage ceiling Rs.15,000/-)	1950	1950
D	ESI @ 3.25% on minimum wages as per prevailing norms	595	599
E	Subtotal (E=A+B+C+D)	22374	22519
F	GST @ 18%	4027	4053
G	Services charges @ 3.85% (minimum charge as per GeM) including GST		
H	Subtotal (H=E+F+G)		
I	Annual cost of manpower-5- Skilled		
J	Annual cost of manpower -12 Semi-skilled		
K	Annual Grand total cost (K=I+J)		

Note: Unrealistic price quoted would be liable for rejection of bid. The service charges quoted below the minimum charge as per GeM would also liable for the bid to be rejected out rightly.