

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-01-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-01-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Comptroller And Auditor General (cag) Of India
विभाग का नाम/Department Name	Indian Audit And Accounts Department
संगठन का नाम/Organisation Name	Accountant General(a&e)-i, Maharashtra, Mumbai
कार्यालय का नाम/Office Name	Principal Accountant General (a&e)-1
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Admin
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	500 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	10
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया जाना है। / Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है। / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	350000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### **लाभार्थी /Beneficiary :**

Senior Accounts Officer

Office of the Accountant General (A&E)-I, Maharashtra, Mumbai 2nd Floor, Pratishttha Bhavan, 101 Maharshi Karve Road, New Marine Lines, Mumbai-400 020  
(Anuradha Arvind Daphale)

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

#### **एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
4. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5. Years of Past Experience required: The bidder must have experience for number of years as indicated above in

bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GEM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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

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

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

**Scope of work & Job description:**[1768988947.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:**[1768989045.pdf](#)

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
27-01-2026 11:00:00	Office of the Accountant General (A&E)-I, Maharashtra, Mumbai 2nd Floor, Pratishtha Bhavan, 101 Maharshi Karve Road, New Marine Lines, Mumbai-400 020

#### Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Admin ( 46 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Specialization	Not Required

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Maharashtra
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Multi-tasking Staff

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Anuradha Arvind Daphale	400020,2nd floor, Pratishta Bhawan, 101 MK Road, New Marine Lines	46	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 805</li> <li>• Bonus (INR per day) : 67.0565</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 26.1625</li> <li>• Provident Fund (INR per day) : 75</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

### 1. Generic

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

### 2. Generic

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

### 3. **Payment**

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

### 4. **Buyer Added Bid Specific ATC**

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

### 5. **Certificates**

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

### 6. **Service & Support**

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

### 7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 9. **Past Project Experience**

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

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

महाराष्ट्र राज्य वित्त विभाग (मुंबई में स्थित)  
(A&E)-I, मुंबई-400020

**OFFICE OF THE ACCOUNTANT GENERAL (A&E)-I, MAHARASHTRA**



**BID DOCUMENT**  
**(Scope of work and Special Conditions of Contract)**

**FOR SELECTION OF AGENCY FOR PROVIDING HIRED MAN POWER  
SERVICES (UNSKILLED) TO WORK AS MTS/PEON/ SECURITY  
SERVICES FOR THE OFFICE OF THE ACCOUNTANT GENERAL  
(A&E)-I, MUMBAI-400020**



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

भारतीय लेखापरीक्षा और लेखा विभाग  
INDIAN AUDIT & ACCOUNTS DEPARTMENT  
महालेखाकार का कार्यालय (लेखा व हकदारी)-I, महाराष्ट्र  
OFFICE OF THE ACCOUNTANT GENERAL (A&E)-I, MAHARASHTRA

2 रो मंजिल, प्रतिष्ठा भवन, न्यू मरीन लाईन्स  
101, महर्षि कर्वे मार्ग, मुंबई - 400 020  
दूरध्वनी: (022) 2203 9689 फैक्स: 2208 6984  
Email: [agaeMaharashtra1@cag.gov.in](mailto:agaeMaharashtra1@cag.gov.in)

2 nd Floor, Pratishtha Bhavan, New Marine Lines  
101, Maharshi Karve Road, Mumbai - 400 020  
Tel: (022) 2203 9680 Fax: 2208 6884  
Website: <https://cag.gov.in/ae/mumbai/en>

AG(A&E)-I/Record-II/Outsourcing/MTS/2026-27/

Date:

### TENDER NOTICE

**Office of the Accountant General (A&E)-I, Maharashtra, Mumbai** invites sealed quotations through GeM Portal from eligible, experienced and duly registered Service Provider Agencies/Firms located within **Mumbai, Navi Mumbai and Thane (Mumbai Metropolitan Region – MMR)** for providing **outsourced Multi-Tasking Staff (MTS)** for the period **01 April 2026 to 31 March 2027** for this office building situated at **Pratishtha Bhavan, M.K. Road, Mumbai – 400020**.

The engagement shall be for providing **46 (Forty-Six) outsourced MTS personnel** for performing duties related to record maintenance, office support services, physical movement of files, housekeeping assistance, watch & ward, and other allied non-clerical functions as detailed in the Scope of Work.

**The number of outsourced MTS personnel may be increased or decreased at any time during the contract period as per administrative approval received from this office's Headquarters.** The agency shall comply with such variations without any claim for compensation.

**ANNEXURE-1**  
**BID SUBMISSION FORM**  
*(to be printed on Bidder's letter head, signed, stamped, scanned and submitted on line  
through GeM Portal)*

**LETTER OF BID**

**To**

**Sr. Accounts Officer  
Record-II Section  
Office of the Accountant General (A&E)-I  
Maharashtra, Mumbai 400020**

**Ref: Invitation for Bid Document No.**

We, the undersigned, declare that:

1. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
2. 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.
3. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
4. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
5. 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.
6. 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 persons shall attach a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation  
*(To be printed on Bidder's letterhead)*

## ANNEXURE-2

### **INSTRUCTIONS TO THE BIDDERS**

**Sub: - Notice Inviting Tender for “Outsourcing of Personnel for MTS related functions from agencies under Mumbai Metropolitan Regions (MMR)”**

1. The office of the Accountant General (A&E)-I, Maharashtra, shall be hiring **46 male personnel for MTS related functions** at Pratishtha Bhavan, M.K. Road, Mumbai-400020.
2. **Details of MTS related duties in the office shall be as under:**

- Physical maintenance of records of section.
- General cleanliness & upkeep of the Section/Unit.
- Carrying of files & other papers within the building.
- Photocopying, sending of FAX etc.
- Other non-clerical work in the Sections/Unit.
- Assisting in routine office work like diary, dispatch etc. including on computer.
- Delivering of Dak (inside & outside the building)
- Watch & ward duties.
- Opening & closing of rooms.
- Cleaning of rooms.
- Dusting of furniture etc.
- Cleaning of building, fixture etc.
- Any other work assigned by superior authority.
- Security services

The persons employed should work on all days except Sundays. In case of intimated leave/ absence of any of the deployed persons, the agency should make available alternate manpower arrangement.

3. **Parties:** The word “**party**” means the Successful Bidder to whom the work of providing manpower services has been awarded and the **Client** “Office of the Accountant General(A&E)-I, Maharashtra, Mumbai”.
4. **Pre-Bid Meeting (MANDATORY):**

A Pre-Bid meeting will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid meeting. Attendance at the pre bid meeting to familiarize bidders with all the conditions and scope of work that may have bearing on services and cost of the contract is **compulsory before participation in the bid on GeM portal**.

The bidders shall attend the said meeting at their own cost on the date and at venue organized by this office.

**In case, Pre-Bid Meeting is not done by vendor, the vendor will not be considered for technical evaluation.**

**5. GENERAL TERMS AND CONDITIONS:**

- i. The Agency shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.
- ii. EXISTING STAFF CONTINUITY & UNIFORM OBLIGATION
  - The successful agency shall mandatorily continue the existing deployed MTS staff presently working in this office, subject to their medical fitness and police verification.
  - Replacement of existing staff shall not be permitted except with prior written approval of the Competent Authority.
  - The agency shall provide a minimum of two complete sets of uniform to each deployed staff member every year, at its own cost, without claiming any additional charges from this office.
- iii. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in this office and wages book may be maintained by the Agency in respect of each personnel.
- iii. The quoted rates shall not be less than the latest revised minimum wages rates as notified by the Ministry of Labour & Employment, Government of India and shall include all statutory obligations. The rates quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI Contribution, bonus, insurance, etc. The offer of the Agency which does not abide by the minimum wages Act, as notified by central government on the date of submitting of tender will be out rightly rejected.
- iv. Any revision in minimum wages during the contract period shall be automatically applicable and binding on the agency without any financial implication on this office beyond statutory revision.
- v. The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by central government per month. The payment should be made to the staff through ECS (Electronic Clearing Service) and a record of that should be kept in a register which may be examined by this office at any time. In case of ESI, EPF and Bonus to individual employees, **the Agency shall produce original challans/receipts to this office for the records.**
- vi. The Agency shall be responsible for engaging adequately **trained manpower required for providing good Service in this office.**
- vii. The employees of the Agency should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty. **Medical certificate in respect of fitness of guards/employees deputed may be produced.**

- viii. The Agency will, prior to the commencement of the operation of contract, make available to this office the particulars of all the employees who will be employed: such particulars inter-alia should include age, date of birth, permanent address and the **police verification report** of the employees should be enclosed.
- viii. The Agency shall be responsible for the payment of wages and allowances as per Minimum Wages Act in force and all statutory dues to the persons employed by him for providing the Services. The Agency shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligation. No child labourers shall be permitted by this office under this contract. Further the Agency shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel / labour, the Agency shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against THIS OFFICE, the Agency shall be required to reimburse to THIS OFFICE any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Employer as and when such liability is determined. THIS OFFICE shall also have the right to deduct these amounts from the payment due to the Agency while releasing the payments.
- ix. In case of any theft or pilferages, loss or others offences, the Agency will investigate and submit a report to THIS OFFICE and maintain liaison with the Police. FIR will be lodged by THIS OFFICE, wherever necessary. If needed joint enquiry comprising of both the parties shall be conducted and responsibility may be fixed. Further the employee/guards deputed at THIS OFFICE must be trained in respect of operation of Fire Fighting Equipment.
- x. In case of any loss that might be caused to THIS OFFICE due to lapse on the part of personnel discharging security responsibilities will be borne by the Agency and in this connection, THIS OFFICE shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to THIS OFFICE besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Agency, THIS OFFICE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- xi. THIS OFFICE may terminate the contract of the Agency without any notice in case the Agency commits a breach of any of the terms of the contract. THIS OFFICE's decision that a breach has occurred will be final and shall be accepted without demur by the Agency.
- xii. The Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws in force in the State of (based on the location of THIS OFFICE Centre).
- xiii. The Agency shall be responsible to maintain the equipment's and other articles supplied by the THIS OFFICE in good condition. In case of any damage he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Agency itself.
- xiv. THIS OFFICE shall in no way be responsible for any default with regard to any statutory obligation and the Agency will indemnify THIS OFFICE in case of any damage or liability, which may arise on account of action of Agency.
- xv. The Agency shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the residents, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the Agency is

unsatisfactory, the Agency shall have to remove the person concerned and engage a new one. The decision of the Designated Officer in this regard shall be final and binding on the Agency.

- xvi. THIS OFFICE is not bound to provide any mode of transport in respect of personnel required for the contract.
- xvii. All statutory obligations under various laws from time to time will have to be met by Agency for which payment shall be made to him during the contractual period, as per Minimum Wages Act.
- xviii. The Agency shall at all times indemnify the owner and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/or property or person of any sub-contract and or the servants or agents of the Agency any sub- Agency (s) and or the owner and the Agency shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
- xix. The payment shall be released on monthly basis after satisfactory completion of the services. The bills should be accompanied by same certificate as THIS OFFICE may prescribe from time to time for proof of payment to workers and statutory liabilities. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.
- xx. As per THIS OFFICE policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.
- xxi. The workmen employed by the Agency shall be directly supervised and controlled by the Agency, and shall have no relation whatsoever with this office. THIS OFFICE shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against THIS OFFICE for service or regularization of services by virtue of being employed at THIS OFFICE against any temporary or permanent posts at THIS OFFICE.
- xxii. The Agency shall be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Bonus, Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt from time to time.) Companies Act, Tax Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herewith or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to THIS OFFICE each month along with claim for payment.
- xxiii. The Agency shall be responsible for proper discipline of the employees engaged by him and their work, besides observing other obligations.
- xxiv. Decision of THIS OFFICE with regard to interpretation of the terms and conditions shall be final and binding on the Agency.
- xxv. Firms should have sufficient numbers of staff in back office also in order to replace / provide additional staff as and when required.

xxvi. **Security Consideration:** The persons supplied by the agency should not have any police records/criminal cases against them. The agency should have police verification of each person before engaging for services provided to this office. This is mandatory.

## ANNEXURE-3

1. **SCOPE OF WORK**
  - i. Round the clock security arrangements, including Saturdays & Sundays and holidays, to be provided at this office as per following duty point and requirement on shift basis.
  - ii. 3 SHIFTS OF 8 HOURS EACH IN ACCORDANCE WITH THE LABOUR LAWS Post Male Security Guard. The security guard should be literate (Guards with at least 10th Certificate), able to read, write and understands, Hindi and English languages. They should have first aid training in the area of industrial security and in handling firefighting equipment.
  - iii. The guards must be smartly dressed in proper uniforms, while on duty. If at any time any of the security personnel are found to be guilty of misconduct in any manner, the agency shall be asked to replace that person immediately.
  - iv. The security personnel assigned duties at the THIS OFFICE, should deal with staff, visitors, politely and courteously, while enforcing discipline. In case any security staff is found to misbehave or indulges in misconduct of any nature, the agency shall be asked to replace that person.
  - v. The agency shall verify character, attendance of security personnel before deployment in THIS OFFICE. The particulars of staff (Name, age, address, qualifications, previous service experience etc. engaged by the Agency should be submitted to the THIS OFFICE authority. THIS OFFICE reserves the right to verify the antecedents of the security personnel engaged on duty through local police officials. For this purpose, the agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.
  - vi. The security deployed shall not be changed by the agency on their own until and unless so warranted.
  - vii. THIS OFFICE will not be responsible to provide any residential accommodation to security personnel deployed by Agency.
  - viii. The security personnel shall not indulge in any loose or unwarranted talk with the employees or visitors. During Sundays/holidays or after office hours on working days the security shall be extra vigilant.
  - ix. It would be the responsibility of the Agency to maintain and ensure full proof security at the main gate by regular check of incoming/outgoing personnel. As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to meet and

thereafter issue a visitor pass. The visitors pass, should be collected back, when the visitor leaves, duly signed by the concerned official.

- x. All the incoming and outgoing entities and goods should be thoroughly checked by the security guards. The security guards must ensure that THIS OFFICE's property, whether equipment or materials, are not allowed to be taken out of the campus without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.
- xi. The security guard shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
- xii. THIS OFFICE officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances THIS OFFICE reserves the right to cancel the security contract or impose a penalty of Rs. 2000/- per such occurrence. List of Residential phones or Mobile phone numbers of THIS OFFICE officers shall be available with Security at the main gate. The Agency shall be held responsible if the message is not conveyed to the THIS OFFICE officers immediately.
- xiii. The working hours will normally be from **09.00 am to 6.30 pm daily, with 1/2 hr lunch break**. However, in case of specific requirements of work, the working hours can be changed as per discretion of the Deputy Accountant General(Admn)/Sr. Accounts Officer (Record-II).

## 2. **MINIMUM ELIGIBILITY CRITERIA**

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

- a. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- b. **Clearance:** The Bidder should also have clearance from GST, and Income Tax Department. Relevant proof in support shall be submitted.
- c. **Experience:** The Bidder should have at least three years' experience for providing manpower services in Ministries / Departments under Government of India.
- d. **Turnover:** The Bidder should have minimum gross turnover in the similar business of providing manpower as per the bid document.
- e. 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 (unskilled) as per orders of Govt. of India and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.
- f. The bidder should have its office located in from **Mumbai, Navi Mumbai and Thane (Mumbai Metropolitan Region)**. The Bidder should submit documentary proof for the same. Mere leave & licence agreement will not be considered. **Any bidder outside Mumbai, Navi Mumbai and Thane City region will not be considered.**
- g. REGISTERED HEAD OFFICE — ADDRESS CLARIFICATION

The **address mentioned in the MSME Certificate** shall be treated as the firm's **Registered Head Office address** for all technical and contractual purposes. All official documents submitted with the bid shall bear the same registered head office address.

**Leave & License agreements and Shop & Establishment registrations shall NOT be accepted as proof of registered head office address.**

As per statutory interpretation of the Shop & Establishment Act:

*“Such registration is only an acknowledgement of intimation and not a proof of existence of business.”*

Documents such as **Form A and Form B** in Shop & Establishment Act **shall not be accepted** as valid proof of registered office. Any deviation in address across documents shall result in **technical disqualification**.

#### **A. Documents supporting the Minimum Eligibility Criteria**

1. In proof of having fully adhered to the minimum eligibility criteria, attested copy of Incorporation Certificate issued by the Companies Registrar/concerned authority shall only be acceptable.
2. In proof of having fully adhered to minimum eligibility criteria, attested **copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour Licence** shall only be acceptable.
3. In proof of having fully adhered to minimum eligibility criteria, attested **copy of ITR and GST/Service Tax Return for the last three financial years** shall only be acceptable.
4. In proof of having fully adhered to minimum eligibility criteria, **attested copy of work orders** along with **work completion certificates / ongoing work certificates** issued by the Ministries / Departments under Government of India shall be acceptable.
5. In proof of having fully adhered to minimum eligibility criteria, attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial years i.e. 2022-23, 2023-24 and 2024-25 shall only be acceptable.

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

- a. The bids shall be accompanied by an **Earnest Money Deposit of 2-5% of Estimated cost of contract (Rs. 3,50,000/-)** in the **form** of Demand Draft of Nationalized bank as per bid document of GeM. Demand Draft shall be in favour of **Sr. Accounts Officer, Office of the Accountant General(A&E)-I, Maharashtra, Mumbai payable at Mumbai** and should be deposited personally before closure of bid in GeM portal.
- b. The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal only.
- c. 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.

- d. 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 EMD shall be forfeited to the Government.
- e. The bids without Earnest Money shall be summarily rejected.
- f. No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit.
- g. **Mandatory Registration:** To claim exemption, vendors must hold a valid registration certificate, such as the Udyam Registration Certificate(MSMEs) or a certificate from the National Small Industries Commission (NSIC).

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

1. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
2. In case of successful bidder, if the bidder:

- a. Fails to sign the contract in accordance with the terms of the bid document.
- b. Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
- c. Fails or refuses to honor his own quoted prices for the services or part thereof.
- d. In such case, the bidder is also liable to be debarred from future tendering.
- e. No interest shall be paid on the earnest money deposit.

#### **4. Validity of the Bids:**

The bids shall be valid for a period of **90 days** from the date of opening the tenders. The contract shall commence from the date of consent of the firm to the terms and conditions. The contract **will be for a period from date of work order issued to 31/03/2027** subject to fulfillment of terms and conditions of the work order. The contract so awarded can be terminated by the Office of the Accountant General (A&E)-I, Maharashtra, at any time without any notice or conveying any reason therefore.

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**

- a. 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.
- b. 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.
- c. The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit as per the requirements contained in 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.

- d. The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- e. The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or Earnest Money Deposit and other documents viz. affidavits are not submitted by the Bidders within stipulated date /time as mentioned in bid document.
- f. The important dates are mentioned in Bid document.

## **6. TECHNICAL BID**

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid: -

- a. **Annexure-1:** The Bidder shall be required to print "Bid Submission Form" as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure: Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 7 in GeM Portal. The Technical bid should be submitted in form given in **Annexure 7** along with the registration particulars, **copy of PAN** and other information sought for.
- c. **Earnest Money Deposit:** A scanned copy of earnest money deposit should be uploaded through GeM Portal as per the bid document. The Bidder shall ensure that original of the earnest money deposit certificate is also submitted in the office before closure of the bid date.
- d. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the documents online through GeM Portal as mentioned in the Bid Document in support of their fulfillment of minimum eligibility criteria.

## **7. FINANCIAL BID:**

The Financial Bid should be submitted in the form given in **Annexure 8**. The Financial Bid of those tenderers who are found technically fit, will be opened.

- a. Terms of payment as stated in the Tender Documents shall be final.
- b. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- c. The bidder must quote the rate in figures as well as in words. This office will maintain an attendance register in r/o the staff deployed by the agency on the basis of which remuneration will be decided in r/o of the staff at the approved rates.
- d. The Bidder should quote rates for each and every 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.**
- e. The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Bonus.

- f. 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.
- g. 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.
- h. 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.

**8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- a. The technical bid 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 request for clarification and the response shall be in writing in conventional manner.
- b. 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 finally.
- c. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting document submitted by the bidder.

**9. Addresses:**

For all purposes of the contract including arbitration there under, **the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of Accountant General (A&E) I, Maharashtra, Prathishtha Bhavan, 101, M.K. Marg, Mumbai-400 020.** The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

**10. Signing of Tender:**

The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn.

**NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**

(This sub-clause will not be applicable in cases where signing of a separate agreement is considered by necessary by the Accountant General (A&E) I, Maharashtra.

**11. Breach of Terms and Conditions:** In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department

in that event and the security deposit in the form of performance Bank Guarantee/DD shall be en-cashed.

**The tender is not transferable.**

**12. Arbitration: -**

- a. If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitrate tribunal containing a Sole Arbitrator to be appointed by Office of the Accountant General (A&E) I, Maharashtra, The arbitration proceedings shall take place in the Office of the Accountant General (A&E) I, Maharashtra, Mumbai, Pratishtha Bhavan, M.K.Road, Mumbai-20. The provisions of Arbitration and Conciliation Act ,1996 and the rules framed thereunder and in force shall be applicable to such proceedings.
- b. 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.
- c. 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 is 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.
- d. The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- e. 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 stipulated in the bid documents are liable to be rejected.

**13. RIGHT OF ACCEPTANCE:**

- a. The Office of the Accountant General (A&E)-I, Maharashtra, reserves all rights to reject any tender, including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever, and does not bind itself to accept the lowest or any specific tender. The decision of the competent authority of the Office of the Accountant General (A&E)-I, Maharashtra, in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure or any attempt to canvass for the work will prejudice the contractor 's quotation.
- b. The competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai reserves the right to award any or part or full contract to any successful agency(ies) discretion and this will be binding on the bidders.
- c. In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Accountant General (A&E)-I, Maharashtra, Mumbai reserves the right to award the contract to the next 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.

d. The office of the Accountant General (A&E)-I, Maharashtra, Mumbai 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. during the currency of the contract.

**14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- a. The Earnest Money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned, on award of contract to the Successful bidder on their written request.
- b. The Earnest money deposit of all the bidders shall be returned along with the opened financial bids, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.
- c. No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

## ANNEXURE-4

### 1. **CONFIDENTIALITY**

- 1.1 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 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. **PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

- 2.1 The successful tenderer shall furnish performance security @ 3-5 % of the value of the contract in the form of Bank Guarantee or an Account Payee Demand Draft or Fixed Deposit receipt in the name of the '**Sr. Accounts Officer, O/o The Accountant General (A&E)-I, Maharashtra, Mumbai**' from a commercial bank within **7 days** from the date of **issue of work order of the contract**.
- 2.2 The Security Deposit shall remain valid for a period of 60 days beyond the date of completion of all contracted obligations of the service provider.
- 2.3 The bank guarantee can be forfeited by order of the competent authority of the Office of the Accountant General (A&E)-I, Maharashtra, in the event of any breach, negligence, or non-observance of any term or condition of the contract, for unsatisfactory performance, or for non-acceptance of the work order.
- 2.4 On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Accountant General (A&E)-I, Maharashtra, Mumbai sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
  - a) If the contractor is called upon by the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai to deposit Security and 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 Accountant General (A&E)-I, Maharashtra, Mumbai shall have been titled to make other arrangements at the risk, cost and expense of the contractor.

b) 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. SERVICES REQUIRED BY THE CLIENT**

3.1 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.

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

**4. CONTRACTOR'S OBLIGATIONS**

4.1 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.

4.2 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.

4.3 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.

4.3.1 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.

4.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, etc. from time to time to its personnel.

4.5 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.

4.6 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.

4.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements. The client should depute Supervisor for smooth working of their personnel.

4.8 **The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.**

4.9 The Contractor shall provide minimum of two sets of uniform to its personnel at its own cost in April and October each year.

4.10 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.

4.11 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

4.12 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

**Contractor's Personnel**

4.14 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

4.15 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

**5. CONTRACTOR'S LIABILITY**

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

**6. CLIENT'S OBLIGATIONS**

- i. The Client shall comply with and fulfill 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.
- ii. To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.
- iii. 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.

**7. VALIDITY OF CONTRACT**

The contract, if awarded, shall initially remain valid for the period 01 April 2026 to 31 March 2027.

A physical work order shall be issued for the above period, and the contract:

- may be extended on the basis of satisfactory performance, and
- shall stand terminated on 31 March 2027 unless specifically extended in writing.

Further:

In the event of satisfactory performance of services during the contract period 2026–27, the Competent Authority reserves the right to extend the contract for a further period of one year or two years on the same terms and conditions, or as may be mutually agreed upon.

Subject to satisfactory performance, the tender may be extended for the next two years.

The Office of the Accountant General (A&E)-I, Maharashtra, shall, however, retain full right to terminate the contract at any time during the currency of the agreement in accordance with the terms and conditions of the contract. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

## 8. **PAYMENTS**

- i. 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.
- ii. This office will not admit any bill for incomplete/partial work, the work which has not been performed within specified period. The monthly payment on the basis of daily deployment (**NO WORK NO PAY**) has to be ensured only except National holidays. **Since the number of working days in a month is 26 days but payment will be made as per actual working days in a month.**
- iii. The prices shall be inclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged at the applicable rate.
- iv. The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> 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.
- v. 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.
- vi. 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.
- vii. Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursal of insurance claim/ EPF/ ESIC etc. towards its employees.

## 9. **TERMINATION**

- i. The Contract may be terminated forthwith by the Client by giving written notice to the Contractor:
- ii. 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 the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

## 10. **DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid.

## **11. INSOLVENCY**

11.1 The competent authority of the office of the Accountant General(A&E)-I, Maharashtra, Mumbai 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 of 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 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 repurchased.

## **12. CURRENCIES OF BID AND PAYMENTS**

The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **13. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Mumbai and the decision of the arbitrator shall be final and binding on the parties.

14. **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 Mumbai Only**.

15. **CORRUPT OR FRAUDULENT PRACTICES:**

- ❖ The Contractors shall observe the highest standard of ethics during the period of the contract.
- ❖ This office will declare a firm ineligible / black-list, 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.
- ❖ This office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

**ANNEXURE-5**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/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 as performance Guarantee 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.

2. **LABOUR LAW COMPLIANCES**

2.1 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 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 bank/cheques only.

2.2 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. **OFFICIAL RECORDS:**

3.2 The Contract or 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.

- 3.3 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.
- 3.4 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
- 3.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

## **ANNEXURE-6**

### **SCHEDULE OF WORKS/SERVICES**

#### **1. GENERAL INSTRUCTIONS**

- 1.1 The Contractor shall deploy all **46** manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall exercise adequate supervision by deploying supervisor to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.3 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.
- 1.4 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. SUPERVISION**

- 2.1 The Contractor shall **depute one full time Supervisor in Client's office**, who shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 2.3 The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versed with all HR related requirements and who should be prompt enough to initiate all required action.

#### **3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER**

- 3.1 The Contractor is required to quote prices for Unskilled staff.
- 3.2 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, ESIC, EPF, Bonus etc.), which are charged to Client are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.3 The tentative requirements of manpower in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Criteria for hired manpower
Unskilled(Peon/MTS)	46	Minimum X Standard passed.

#### **4. PENALTIES**

4.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring MTS services in the event of Contractor failing to provide requisite number of personnel, the office shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor 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 Office of the Accountant General(A&E)-I, Maharashtra,

4.2 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by **10<sup>th</sup> of every month**, failing which penalty of Rs.100/- per day per resource will be imposed 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 / Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be encashed. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, the Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

4.3 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, 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.

4.4 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).

4.5 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

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

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

5.2 The Contractor must provide salary slips, EPF numbers and ESIC 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.

5.3 Contractor shall deploy/engage reliable persons at Client 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 and shall also intimate changes in addresses of the staff as and when they take place.

5.4 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.

5.5 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; Shops and Essential Act 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.

5.6 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.

5.7 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.

5.8 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.

## **6. SCOPE OF WORK-FOR SERVICES**

6.1 Contractor's personnel shall be deployed at Pratishtha Bhavan, Marine Lines, Mumbai

6.2 The unskilled employees (Peon/MTS) of Contractor are liable to be deployed as Peon in different Sections/ Wings of the Client's premises. While working as Peon, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, Cleaning /Dusting of concerned Section, photocopy etc. or any other job as may be assigned by the Client.

## **7. CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- I. Are always smartly turned out and vigilant.
- II. Are punctual and arrive at least 15 minutes before start of their duty time.
- III. Take charges of their duties properly and thoroughly.
- IV. Perform their duties with honesty and sincerity.
- V. Read and understand their post and site instructions and follow the same.
- VI. Extend respect to all Officers and staff of the office of the Client.

- VII. Shall not drink on duty, or come drunk and report for duty.
- VIII. Will not gossip or chit chat while on duty.
- IX. Will never sleep while on duty post.
- X. Will not read newspaper or magazine while on duty.
- XI. Will immediately report if any untoward incident/misconduct or misbehavior occurs, to Vendor Control and the Client.
- XII. When in doubt, approach concerned person immediately.
- XIII. Get themselves checked by security personnel whenever they go out.
- XIV. Do not entertain visitors.
- XV. Shall not smoke in the office premises.

#### **10. CONFIDENTIALITY**

- I. The phone number and movement plans of the client shall not be given to anyone.
- II. The following information about the client shall not be given to anyone.
  - i. Car make, color and number of any officer(s)/official(s).
  - ii. Telephone no./any other information.
  - iii. Location and movement plans.
  - iv. Meetings and conference schedules.
  - v. Site plan of the premises.
  - vi. Travel details of the clients.
  - vii. Assets of the office.

#### **11. PATROLLING PROCEDURES**

- a. The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- b. Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- c. The Supervisor will keep a watch on the activities of the deployed staff.
- d. If he finds anything unusual/untoward, a written report must be given to the Sr.AO/AAO/Security Supervisor in the office of the Client.

#### **12. FRISKING/CHECKING-PROCEDURES**

All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening. If anything untoward is found, it must be reported to Sr. AO (Record-II)

## **ANNEXURE 7**

### **TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorized 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. Telno.withSTDcode(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

(Nature of the concern:(i.e. Partnership firm or a Limited Company or a Government Department or a Public Sector Organization) only from **MMR Region (Mumbai, Navi Mumbai and Thane City)**).

- i. Private Limited
- ii. Public Limited
- iii. Any other–Please specify.....
- iv. Registration No.

12. Registration Number of Tenderer/ Concern:

(Attested photocopy of registration should be attached) \_\_\_\_\_

13. Name of Director(s).....

14. Email ID of Director(s).....

15. Mobile Number of Director(s).....

16. Bidder's bank, its address and current account number .....  
.....  
.....

17. Permanent Income Tax number, Income Tax circle .....

18. GST No. ....

19. EPF Registration No. ....

20. ESIC Registration No. ....

21. Professional Tax (P.T.) Registration No. ....

22. Maharashtra Labour welfare Fund Registration No. ....

23. Whether firm has more than three years of experience YES / NO

24. If yes, supporting proof from the existing / past employer attached YES / NO

25. Financial Status I.e. Evidence of filling of IT Returns along with final accounts for the financial years for last three years attached YES / NO

26. Whether firm has provision of uniforms, photo identity cards and Police verifications certificates in respect of person hired by agency YES/NO

27. Particulars of EMD

- Demand Draft No. ....
- Date. ....
- Name of Bank. ....
- Address of Bank. ....
- Validity of DD. ....

28. List of Important Organisations with address and Telephone number to whom MTS services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/ observations/ appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer) only from MMR Region. Description of similar work during the last three financial years in Government Departments:

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)

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**Details of Uploaded Documents:(These documents should be uploaded in one pdf document separately)**

1.	Copy Registration of Firm/MSME Reg. No.	Yes/No
2.	Copy, of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copy of EPF	Yes/No
5.	Copy of ESIC	Yes/No
6.	Copy of Professional Tax (P.T.)	Yes/No
7.	Copy of Maharashtra Labour welfare Fund (MLWF)	Yes/No
8.	Earnest Money Deposit	Yes/No
9.	Copies of Last three years Balance Sheet	Yes/No
10.	Copies of ITR for the last three years	Yes/No
11.	Experience Certificates and Work orders	Yes/No
12.	Annexure-1	Yes/No
13.	Annexure-7	Yes/No
14.	Annexure-8	Yes/No

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

### **UNDERTAKING**

**(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.**

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. I/ We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/ are employed in Office of the Accountant General (A & E) – I, Maharashtra.
4. That I/We give the rights to the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai 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.
5. That I/We also give rights to the competent authority of the office of the Accountant General (A&E)-I, Maharashtra, Mumbai 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.
6. That I/We also give rights to the competent authority of the office of the Accountant General(A&E)-I, Maharashtra, Mumbai to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
7. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
8. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

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

Name of the Bidder.....

#### **ANNEXURE-8**

#### **FINANCIAL BID DOCUMENT**

Name of the party:	
Address (with tele. No & Fax No.):	
Name & Address of the Proprietor/Partners/Directors (with mobile numbers):	
<b>Wages Applicable daily for 8 Hrs. working</b>	Charges of unskilled labour for MTS related duties Per person per month for an average month of 26 days with breakup of daily rate
A Min. Wages(Basic + VDA):	
B Total EPF = 75 per day (maximum limit of EPF is Rs.1950/month)	
C ESIC @ 3.25% on min wages :	
D Bonus(@8.33% on min wage):	
E Total (A+B+C+D):	
F Service Charges@ .....on (E):	
G Total :	
H GST @ 18% on (G):	

I	Gross Total (G+H) per day per person:
J	Total amount:

Note: All the charges statutory or otherwise borne should be given separately.

**DECLARATION:**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We shall be blacklisted and shall not have any dealing with the department in future.

**(Dated Signature of Tendered with stamps of the firm)**