



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4624185

Dated/दिनांक : 13-02-2024

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	23-02-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	23-02-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	30 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Comptroller And Auditor General (cag) Of India
<b>Department Name/विभाग का नाम</b>	Indian Audit And Accounts Department
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Director General Of Audit Infrastructure New Delhi
<b>Item Category/मद केटेगरी</b>	Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	100 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	9073169
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	453658

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

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

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

**Beneficiary/लाभार्थी :**

PAO  
PAO, Office of the Principal Accountant General (Audit) Delhi, New Delhi  
(Pao)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:** Having successfully completed at least one work of similar nature of work of value not less than Rs. 1 crore or two similar works of value each not less than Rs. 50 lakhs (or) three similar works

**Geographic Presence: Office registration certificate:**a) The Office or one of the Branch Office's of the manpower Agency should be located in NCT of Delhi & NCR

**Scope of work & Job description:**[1707802067.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1707802284.pdf](#)

## Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff ( 22 )

### Technical Specifications/तकनीकी विशिष्टियाँ

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

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vikash Kumar	110002,Indraprastha Estate,	22	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 795.18</li> <li>• Bonus (INR per day) : 66.24</li> <li>• EDLI (INR per day) : 3.41</li> <li>• EPF Admin Charge (INR per day) : 3.41</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) : 25.84</li> <li>• Provident Fund (INR per day) : 81.82</li> <li>• Number of working days in a month : 22</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Admin

Specification	Values
List of Profiles	Data Entry Operator
Educational Qualification	Graduate
Specialization	Graduation from any recognised university and having diploma in Computer
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vikash Kumar	110002,Indraprastha Estate,	5	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 1049.18</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 3.41</li> <li>• EPF Admin Charge (INR per day) : 3.41</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) : 0</li> <li>• Provident Fund (INR per day) : 81.82</li> <li>• Number of working days in a month : 22</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others

Specification	Values
List of Profiles	Driver - LMV
Educational Qualification	High School
Specialization	Graduation from any recognised university and having diploma in Computer , Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

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



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vikash Kumar	110002,Indraprastha Estate,	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 964.32</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 3.41</li> <li>• EPF Admin Charge (INR per day) : 3.41</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) : 0</li> <li>• Provident Fund (INR per day) : 81.82</li> <li>• Number of working days in a month : 22</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

**1. Generic**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Office of the  
Director General of Audit (Infrastructure)  
New Delhi**

No: Admn.III/7(474)/2013/Outsourcing Correspondence  
2024

Dated:- 13.01.

**Technical Requirement/ Additional Terms & conditions**

The agency will be considered for award of contract for providing Man-power- Un-skilled (MTS, Cleaning Worker) and skilled (Data entry work, Staff Car Driver) only if they agree to abide by following terms and conditions detailed below:-

1. The tendering manpower Agency should fulfill the following and submit the supporting documents:
  - a) The Office or one of the Branch Office's of the manpower Agency should be located in NCT of Delhi & NCR;
  - b) The manpower Agency should be registered with the appropriate registration authority;
  - c) The Agency should have its own Bank Account;
  - d) The Agency should be registered with Income Tax and GST departments;
  - e) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - f) The Agency should have average turnover of Rs. 1 crore in last three financial year i.e. 2020-21, 2021-22, 2022-23
  - g) Having successfully completed at least one work of similar nature of work of value not less than Rs. 1 crore or two similar works of value each not less than Rs. 50 lakhs (or) three similar works of value not less than Rs 35 lakhs in the past three years in State/Central Government/PSU/Autonomous Body under Central Government/Govt. Institutions/Educational Institutions of repute and to produce Performance Certificate for the same.
2. The tendering Agencies are also required to upload photocopies of the following additional documents (duly self attested) along with the bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a) Copy of PAN/TAN card;
- b) Copy of the IT return filed for the last three financial years;
- c) Copies of EPF and ESI registration certificates;
- d) Copy of the GST registration certificate;
- e) Copy of registration certificate from Labour Department.
- f) Banker's name and address
- g) Balance sheet for the last three years
- h) List of clients (Escalation Matrix Service Support) including the name of the contact person & telephone numbers
- i) Details of work orders for works carried out during the last 03 years (upload work order copy)
- j) **An affidavit duly certified by notary that the partners of the firm are sole proprietor or company has never been blacklisted by any Department. They should also certify that there is no Police case/enquiry and /or ever been punished by the Hon. Court.**

3. The submission of the bid without the documents mentioned above is liable for rejection. If the tenderer gives wrong information deliberately to create conditions for acceptance of the tender, the tender/bid is liable for rejection. Bidders have to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended.

4. The bidder should furnish the proof of his/her experience of providing Man-power (skilled & unskilled service and other categories) and other Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. along with an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.

#### **5. EARNEST MONEY DEPOSIT:-**

- A. The bids shall be accompanied by an Earnest Money Deposit (EMD) at the rate of 5% of the total estimated value of the composite contract in the form of Bank Guarantee/Demand Draft of State Bank of India as per bid document of GeM. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of PAY & ACCOUNTS OFFICER, OFFICE OF THE PAG (AUDIT), DELHI
- B. The Bidder should scan a copy of the earnest money deposit and upload it onli

ne through GeM Portal. The original copy of the earnest money deposit should be sent to Sr. Audit Officer (Admin.) Office of the Director General of Audit (Infrastructure), Delhi, A wing, 3<sup>rd</sup> Floor, Indra Prastha Bhawan, Delhi 110002 on or before the time of closing of the uploading of the Bids. The original copy of the EMD can be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.

- C. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal.

6. The successful bidder of the contract has to submit a Security Deposit (Performance Guarantee/Security) @ 5% of the total value for 14 months either by way of Fixed Deposit or Bank Guarantee Receipt within 15 days from the day of award of the contract. The Performance Guarantee will be refunded after completion of the contract period.

7. Work done certificate for having successfully executed/completed similar works during the last 3 years ending last day of March of the current year i.e. 2022, should also be provided:

(\*Similar work\* means execution of providing Man-power (skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work. Similar works does not include Security Services, etc.)

8. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for the tendered work should not be involved in any police case or have any case pending against them. Police verification certificate for the persons deployed for work to be submitted on demand.

9. The deployed personnel should be well-mannered and maintain the office decorum and discipline.

10. Bidder should note that different agencies having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.

11. If performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately.

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

13. Contractor shall provide the services of required unskilled workers (MTS) and

d skilled (Data entry work, Staff Car Driver) at the rates prescribed by Govt. Of NCT of Delhi for a period of 12 months. Extra duty, if any, will be paid extra on p ro-rata basis of minimum wages subject to existing rules.

14. That the contractor shall provide un-skilled workers for following main funct ion:

Scope of Work

MTS	<ul style="list-style-type: none"> <li>(i) Movement of files /records</li> <li>(ii) Movement of internal Notes/letter Dak</li> <li>(iii) Dak to R&amp;1 and other sections / wings/branches</li> <li>(iv) Bringing stationery/stores/computer items</li> <li>(v) Fax Msgs-send /received/distribution</li> <li>(vi) Lunch/Tea /Water/Snacks services</li> <li>(vii) Field work</li> <li>(viii) Distribution circular/office orders</li> <li>(ix) Cleaning work of whole office</li> <li>(x) The vendor will be liable to complete any other work assigned by this of fice.</li> </ul>
Staff Car Driver	<ul style="list-style-type: none"> <li>(i) A Driving licence for motor cars.</li> <li>(ii) Knowledge of motor mechanism (The Candidate should be able to repair minor defects in vehicles)</li> <li>(iii) Experience of driving a motor car for at least 3 years.</li> <li>(iv) Minimum education qualification 10th passed.</li> </ul>

DEO	<ul style="list-style-type: none"> <li>(i) Handling of official communication preferably in English/Hindi.</li> <li>(ii) Data entry and verification, data validation, reconciliation of validation errors.</li> <li>(iii) Preparation of documents, letters and tables.</li> <li>(iv) PowerPoint presentations, document conversion and computer file handling.</li> <li>(v) Cataloguing, filing and maintenance of files.</li> <li>(vi) Taking regular back up of data/ files on computer.</li> </ul>
-----	---

15. That the workers provided by the Contractor shall be bound to observe all instructions issued by this Office concerning general discipline and behavior. Consumption of liquor, smoking/chewing tobacco while in the office is strictly prohibited at all times.

16. That it shall be the sole responsibility and liability of the Contractor to comply with the provisions of the Contract Labour (Registration & Abolition) Act, 1970 Employees Provident Funds Act, Employees State Insurance Act, Minimum Wages Act, 1948, Payment of Bonus Act 1965, GST Act, and any other labour laws/other laws in force and this office shall not, in any way, be liable for the acts of omission and commission of the Contractor which may contravene with the provision of any of the laws in force. The Contractor shall obtain labour license from statutory Authority if required. The Contractor shall be liable to defund indemnify & and hold harmless the Office of the Director General of Audit (Infrastructure), New Delhi from any liability which may be imposed by Central State or Local Authorities by reasons of violation by the Contractor of any against this Office arising under or incidental to or by reason of work provided/assigned under this agreement brought by the workers of the Contractor any third party or Central/Local Authorities.

17. The Contractor shall get all the workers deputed to be covered under various labour laws. This Office shall have no liability whatsoever in respect of the workers provided by the Contractor. They shall not be employees of this office under any law relating to their employment with the Contractor and shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority of this office i.e. Director (Admn.) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and this office. This office shall not be responsible, financially or otherwise for any injury to the worker of the Contractor in the course of performing their duties during the currency of the Agreement.

18. The Contractor shall not change his workers without prior permission of this

office.

19. The agency shall provide reasonably good uniform (Summer and winter) with name badges to its personnel deployed at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. Housekeeping personnel should have photo identity card having details of Name, Residential Address, and Phone Number along with ESI card no. & E.P.F. Numbers. That the working staff shall be properly dressed and shall wear full uniform while on duty.

20. The Contractor shall be solely responsible for all actions of his personnel including the behaviour, conduct and discipline. Any breach of discipline and professional conduct shall be viewed seriously, In case of any misconduct or breach of discipline by the Contractor or its personnel the Contractor shall be informed in writing about the action to be taken and a notice for removal of such personnel shall result into immediate removal of the defaulting personnel and even termination of the agreement in the event thereof shall at all times be this office's property. The contractor and his personnel shall maintain secrecy of all documents of this Office. Without prejudice to any other right of the Office of the Director General of Audit (Infrastructure), New Delhi any breach of this clause on the part of the Contractor and his personnel shall give rise to a cause for immediate termination of this Contract. The Contractor shall withdraw its personnel without protest or demur as and when notice for such removal is given by this Office.

21. That this office shall not provide any transport, canteen, medical, or living facility to the workers.

22. That the contractor shall intimate this office in advance the names, parentage residential and permanent address, age etc. of the persons deployed for this purpose and shall also keep this office informed of the changes in the residential address of all such persons as and when the same takes place during the currency of this contract.

23. The contractor shall be liable to provide service of all outsourced staff on all days of the week depending on exigencies of work.

24. That the contractor shall keep this office both during and after the term of this agreement fully and effectively indemnified against any loss or damages caused to the property of the office by the workers provided by the contractor during performance of the jobs as per this contract. The loss or damage caused shall be made good by the contractor as its own cost and in case he fails to make good the loss the same shall be recovered from any money payable to him by this office.

25. For whatsoever reasons of a demand is made by this office for additional manpower during the currency of the contract the contractor shall be under an obligation to supply the same at the accepted rates.

26. The agreement shall be in force ordinarily for a period of 12 months from the date of signing the agreement. However, subject to satisfactory services of the vendor and follow up of the terms & conditions of the agreement, the contract can be extended for further period of one year.

27. That the agreement can be terminated by either side upon giving one month notice in advance in writing except in the event of failure of providing services on the part of contractor in which event the agreement shall be terminated without giving any notice whatsoever and this office shall not be responsible for any payments thereafter. The decision of this office shall be final and binding on the Contractor and shall not be questioned by the contractor in any manner. That the Contractor shall not sub contract any part and/or all of the work under this agreement.

28. That in the event of any question/dispute/difference arising under the contract or in connection therewith the same shall be referred to the sole arbitration of the Office of the Director General of Audit (Infrastructure), New Delhi or his nominee and the award of the Arbitrator shall be final and binding on the parties to that contract.

29. The office of the DGA (Infra.), Delhi reserves the right to retain the existing outsourced staffs (MTS/DEOs/Driver) for the administrative convenience.

30. That the service contract shall be subject to the courts of law in New Delhi only.

31. PAYMENT CONDITIONS:

- a) The Contractor will submit the monthly pre-receipt bills along with a copy of challan and payment receipt towards EPF & ESIC payment in respect of his employees in duplicate and Bank scroll for payment of salary after satisfactory completion of the work to the Office for certification for payment. The office, on receipt of the bill, will check the work record, and thereafter process the bill for payment
- b) All bills should be submitted on printed forms, duly signed and pre-receipt.
- c) Payment will be made by the office to the contractor on monthly basis on submission of bills in duplicate. A certificate to the effect that all labour laws including EPF, ESIC payments, etc. are being followed has to be furnished with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him/her.
- d) Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
- e) The contractor would be required to ensure the payment of its workers latest by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from this office.
- f) In respect of GST, the vendor will submit the proof of remittance in respect of GST claimed by him in the previous months.
- g) Vendor will give proof of payments remitted to outsourced persons along with the invoice. The payment shall be made to outsourced person either through ECS or cheque only.

32. Failure to fulfill any of the conditions given above shall render the bid/bidder liable for rejection.



33. The competent authority of this office does not bind himself/herself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.

sd/-  
Sr. Audit Officer (Admn.)

### **Disclaimer/अस्वीकरण**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

**---Thank You/धन्यवाद---**