



Government of India  
Department of Expenditure  
Office of Controller General of Accounts  
2<sup>nd</sup> Floor, Mahalekha Niyantarak Bhawan,  
GPO Complex Block-E INA New Delhi-110023


File No.-S-22019/1/2017-18/MF.CGA/Admn.II/OA& MTS/922

Date:-16/11/17

Corrigendum

**This corrigendum pertains to Tender ID: 2017\_\_MoF\_265386\_1:-**

1. Amount for Earnest Money Deposit (EMD) in clause '4' of Chapter-1 of tender document (Page 3/29) may be read as Rs 4,00,000/-(Rupees Four Lakh only) instead of Rs 4,00,000/-(Rupees Three Lakh only), time being the same.

  
Sr. Accounts officer(Admin)



**GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF EXPENDITURE  
OFFICE OF CONTROLLER GENERAL OF ACCOUNTS  
MAHALEKHA NIYANTRAK BHAWAN  
'E' BLOCK, GPO COMPLEX, INA  
NEW DELHI -110023**

**NOTICE INVITING TENDER**

Tender Notice:- No. S-22019/1/2017-18/MF.CGA/Admn.II/OA&MTS/920

Dated:- 15-11-2017

Name of Work:- Outsourcing of 34 Office Assistants and 20 Multi tasking staff personnels in the office of CGA, Mahalekha Niyantarak Bhawan, INA

Approximate Cost :- Rs. 1,05,69,888/-(One Crore five lakh Sixty-nine thousand Eight hundred Eighty-eight only)

Tender Cost:- Rs. 500/-

Currency Period:- 01 Year

Tender document can be downloaded from website <http://www.eprocure.gov.in> and [www.cga.nic.in](http://www.cga.nic.in). Detailed Terms & Conditions are given in the Tender Document. Bids are invited from eligible agencies along with Earnest Money Deposit of Rs. 4 Lakh /- ( Rupees Four Lakh only) which should be submitted in the form of Demand Draft/ Banker's Cheque drawn in favour of Pay and Accounts Officer, O/o CGA, New Delhi payable at New Delhi. A Demand Draft / Banker Cheque Rs.500/- (Rs. Five Hundred only) towards non-refundable tender cost in favour of "Pay and Accounts Officer, O/o CGA, New Delhi" payable at New Delhi is to be submitted at the time of submitting the tender in a separate envelope duly marked "Tender Cost". The bids along with Demand Draft/ Banker's Cheque should be submitted at Room No. 204, Mahalekha Niyantarak Bhawan , 'E' Block, GPOA Complex INA, New Delhi-23 on or before by **13.00 hours on 6<sup>th</sup> December, 2017**. Tender (Technical bids) will be opened on the **same day at 3.30 PM** in the presence of authorized representatives with the bid acknowledgement receipt, if any, of the bidders. Tenders will be opened at Room No-104, 1st Floor, Mahalekha Niyantarak Bhawan , Block-E, GPO Complex INA New Delhi-110023. O/o CGA reserves the right to accept or reject the Tender without assigning any reason there for.

Accounts Officer(Admn.)

Ph.24621268

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## CHAPTER-1

### INSTRUCTIONS TO THE BIDDERS

1. **Office of Controller General of Accounts, Ministry of Finance**, invites '**Sealed Bids**' for hiring of 34 Office Assistants and 20 Multi tasking staff personnels from reputed agencies fulfilling the criteria laid down in Chapter-5. The job specifications and scope of work are given in Chapter-3 and Chapter-4. The format for Financial Bid at Chapter-6. The contract period will be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions for one more year.
2. The bids are to be sent in two parts – one sealed envelope super scribed as '**Technical Bid**' giving details in the format as per Chapter-5, and second envelope super scribed as '**Financial Bid**' in the format at Chapter-6. The two sealed envelopes as above will be placed in another sealed envelope super scribed as '**BID FOR 34 OFFICE ASSISTANTS AND 20 MULTI TASKING STAFF PERSONNELS**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:-

**Accounts Officer (Admin)**  
**204, Mahalekha Niyantrak Bhawan , 'E' Block**  
**GPO Complex, INA**  
**New Delhi –110023.**  
**Ph. No. 011-24621268**

3. The sealed bids will be received by O/o CGA upto 06/12/2017 (till 1.00 PM). Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date 06/12/2017 (at 3.30 PM) in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed prequalification criteria will be notified separately.
4. Earnest Money (EMD) of Rs.4,00,000/- (Rupees Three Lakh Only) should accompany the **Techno-Commercial Bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a nationalized bank/Scheduled commercial bank in favour of Pay and Accounts Officer, Office of CGA, New Delhi payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected.
5. The EMD shall be forfeited:
  - a) If the bidder withdraws his bid during the period of bid validity.
  - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
6. The EMD of successful bidder shall be retained towards the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
7. The bid shall remain valid for a period of 90 days from the date of receipt of the bid.
8. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim, whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and



as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

## **9. RATES AND PRICES**

9.1 Bidders should quote the rates in the format given at Chapter-6. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. Erasing or over-writings are not permissible.

9.2 All statutory dues and taxes like GST and others, may be clearly specified. Price quoted shall be firm and including all taxes whatsoever may be. Any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

9.3 No additional freight or any other charges, etc, would be payable.

9.4 No alternative offer shall be considered.

11. Office of CGA reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of O/o CGA's action.
12. Office of CGA reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 13 Any clarification on the documents may be obtained from:-

<b>Accounts Officer(Admin), O/o CGA, Mahalekha Niyantarak Bhawan , Room No. 204, 'E' Block GPO Complex, New Delhi-110023 Tel:-24621268 Email:-cgaooffice40@gmail.com</b>	<b>Asstt Accounts Officer (Admn.), O/o CGA, Mahalekha Niyantarak Bhawan , Room No. 204, 'E' Block GPO, Complex, New Delhi-110023 Tel:-24665339 Email:-cgaooffice40@gmail.com</b>
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14. Afterwards of Letter of Acceptance (LOA), the Contractor is required to enter into a contract with O/o CGA on the terms & conditions as detailed in the tender document.

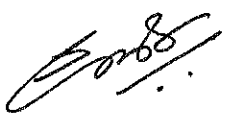


## CHAPTER-2

### CONDITIONS OF THE CONTRACT

1. The contract shall be initially for a period of one year which may be extended for one more year i.e. second year subject to satisfactory performance/services, requirement and administrative exigencies of the Office of CGA on mutual agreement and on the same, terms and conditions. The contract is intended to be effective from **01.01.2018** or the date of signing of the contract whichever is later.
2. The Bidder is required to give confirmation of their acceptance for all terms and conditions stipulated in this tender document which will automatically be considered as part of the Contract to be concluded with the successful Bidder. Failure to do so may result in rejection of the Bid submitted by the Bidder.
3. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
4. **CONCILIATION/ ARBITRATION:-**
  - 4.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Competent Authority, CGA.
  - 4.2 In the event of no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the empanelled Sole Arbitrator of CGA to be appointed by the Competent Authority, O/o CGA.
  - 4.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
  - 4.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
  - 4.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
  - 4.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.
5. **Penalty for use of Undue influence:** The bidders undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees,

brokerage or inducement to any person in service of O/o CGA or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle O/o CGA to cancel the contract and all or any other contracts with the Successful bidder and recover from the bidder the amount of any loss arising from such cancellation. Decision O/o CGA or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the O/o CGA or to any other person in a position to influence any officer/employee of the O/o CGA) for showing any favour in relation to this or any other contract, shall render the bidder to such liability/ penalty as the O/o CGA may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the O/o CGA.

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6. **Agents / Agency Commission:** The bidder confirms and declares to the O/o CGA that the bidder shall provide the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the hirer that the present declaration is in any way incorrect or if at a later stage it is discovered that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Bidder will be liable to refund that amount to the O/o CGA. The Bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. O/o CGA will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event would be liable to refund all payments made by the O/o CGA in terms of the Contract.
7. **Access to Books of Accounts:** In case it is found to the satisfaction of the O/o CGA that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the O/o CGA, shall provide necessary information/ inspection of the relevant financial documents/information.
8. **Non-disclosure of Contract Documents:** Except with the written consent of the O/o CGA the successful Bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
9. **Penalty clause:** That in the event of failure in proper working of 34 Office Assistants and 20 Multi tasking Staff personnels in Mahalekha Niyantrak Bhawan or failure to perform duties as prescribed in the contract, First Party i.e. O/o CGA, at its discretion shall withhold 10% of the monthly payment until the completion of the work. O/o CGA may also deduct from Second party

liquidated damages @ 2% of the monthly contract value for each unattended complaint for a week or part of a week for not performing the assigned work as pointed out by inspecting Officers/Day Officers, etc. subject to maximum liquidated damages being not higher than 10% of the annual value of contract. Further, additional liquidated damages for repeated lapses/failures at same place will be deducted to the sum of 2% of the monthly contract value subject to maximum value not higher than 10% of the Annual contract value. Government may require the Second party to dismiss or remove from the site of work any person or persons engaged by Second party upon the work who may be incompetent or misconducts himself, the Second party shall forthwith comply with such requirements.

**10. Termination of Contract:** In addition to penalty provisions mentioned the O/o CGA shall have the right to terminate the Contract in part or in full in any of the following cases : -

- (a) If the services is held up for more than 6 days consecutively;
- (b) The contract holder firm is declared bankrupt or becomes insolvent.
- (c) It has been noticed that the contact holder firm has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) Shall be terminated by this Office owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the personnel etc.

**11. Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ addressed to the last known address of the party to whom it is sent.

**12. Transfer and Sub-letting:** The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

**13. Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract. Any revision in minimum wages rate duly notified by the Govt. of NCT of Delhi shall be applicable to this contract and total monthly payment shall be calculated on the basis of revised minimum wages. Except the minimum wages rate, nothing shall be changed during the contract period.

**14. Taxes and Duties:-**

(a) **The bidders are required to quote Monthly charges on the basis of statutory requirement like (Minimum wages + ESIC+ EPFO+ Bonus+ Admn. Charges+ uniform+GST etc). The 34 Office Assistants and 20 Multi tasking Staff personnels shall be provided by the bidder for O/o CGA. The quoted rate shall be exclusive of all taxes as the applicable taxes shall be paid extra and as per actual.** The rate and the nature of Tax applicable at the time of provision of service and included in the quoted rate should be shown separately. Taxes will be paid to the rate contract holder firm at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable for service tax and the same is payable as per the terms of the contract.

(b) If a bidder is exempted from payment of any tax upto any value of services from them, he/she/the firm should clearly state that no such tax will be charged by him/her up to the limit of



exemption which he/she may have. If any concession is available in regard to rate/quantum of any tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any tax upward/downward as a result of any statutory variation in service tax taking place within contract terms shall be allowed to the extent of actual quantum of such tax paid by the rate contract holder firm. Similarly, in case of downward revision in service tax, the actual quantum of reduction of such tax shall be reimbursed to the Hirer. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the rate contract holder firm.

**The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the O/o CGA. Failure to do so may result in rejection of Bid submitted by the Bidder.**

#### 15. **PERFORMANCE GUARANTEE**

15.1 The successful bidder shall furnish a performance guarantee for an amount equal to 6% of the value of the contract, within 15 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.

15.2 EMD of successful bidder shall be discharged after receipt and acceptance contract in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

15.3 The Performance Guarantee of 34 Office Assistants and 20 Multi tasking staff personnels provided by the successful bidder may be in the form of Bank Guarantee/ Fixed Deposit Receipt (FDR)/ Banker's Cheque/ Account Payee Demand Draft made in the name of the Agency and hypothecated to the **"Pay and Accounts Officer, O/o CGA, New Delhi"** covering the entire period of the contract. The Performance Guarantee for 34 Office Assistants and 20 Multi tasking staff personnels .Deposit should remain valid for a period of sixty days beyond the stipulated date for completion of the contract (as per format given in **Chapter-7**).

16. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, O/o CGA reserves the right to plus/minus, increase or decrease the quantity of the services required upto 25% without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the services will be increased or decreased by the O/o CGA within this tolerance limit.

17. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

(a) Only e-Payment will be made on monthly basis after successful execution of work defined in the Contract for which service/satisfactory reports are to be submitted along with bills.

- (b) A certificate regarding satisfactory completion of work and timely services provided by the firm issued by the Administration Section must be attached with each monthly bill presented for payment

**Advance Payments:** No advance payment(s) will be made to the firm.

**Paying Authority:**

- (a) "PAY AND ACCOUNTS OFFICER, O/O CGA", New Delhi.

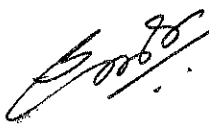
The payment of bills will be made on submission of the following documents, whichever applicable, by the Contract holder firm to the Paying Authority along with the bill:

- (i) Ink-signed copy of Bill on the letter head of the firm.
- (ii) Details for electronic payment viz. Account holder's name, Bank name,
- (iii) Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (iv) Any other document / certificate that may be provided for in the Contract.
- (v) User Acceptance as applicable.

18. **Price Negotiation:** While concluding RFP, the buyer reserves the right to conduct price negotiations by the financial bids Evaluation Committee in order to obtain best value for money and also to clarify all aspects of the RFP to avoid ambiguity and dispute at the later stage.

**19. Fall Clause:**

- (a) The price/rate charged for the services to be rendered under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor provides the services of same nature or offer services of identical description to any persons / Organisation including the purchaser or any Department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period till the contract is completed.
- (b) If at any time, during the said period the contractor reduces the price/rate, provides service or offer to provide such service to any person / organization including O/o CGA or any Deptt., of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the Contract Holder firm forthwith shall notify such reduction or offer to O/o CGA and the rate charged by the firm shall stand correspondingly reduced. A certificate in this regard shall be given by the Rate Contract Holder firm to the Paying Authority on each occasion that –



*"We certify that there has been no reduction in rate for services of description identical to the services being provided to the Government under the existing contract to the O/o CGA herein and such services have not been offered by me/us to any person/organisation including any Department of Central Government or Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of services against the Contract during the currency of the contract at price lower than the price charged to the Government under the contract."*

**20. Risk & Expense Clause:**

- (a) Should the service provider has not provided the services as per schedule specified in the contract documents, or if service is found to be not satisfactory at any time during the currency of contract, O/o CGA after granting the Contract Holder firm 34 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

21 . **FORCE MAJEURE**

21.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely O/o CGA and the Contractor.


21.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, CGA shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

21.3 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

21. The successful firm shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. It shall be ensured that no person of doubtful antecedents and nationality is, in any way, associated with work.
22. Payment of other admissible benefits, if any, like bonus, leave, etc. to the employees deputed at Mahalekha Niyantrak Bhawan , O/o CGA for maintenance of 34 Office Assistants and 20 Multi tasking staff personnels by the firm will solely be liability of the bidding company, and not that of O/o CGA.
23. **Site Visit : The bidder shall visit the site(s) to make themselves familiar with the working conditions and premises.** The bidder shall visit the workplace and understand the scope of work thoroughly (even if it is not mentioned in this tender) and quote their rates accordingly.

**24. Evaluation Criteria & Price Bid issues :-**

The broad guidelines for evaluation of Bids/Quotations will be as follows:

- 
- a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technical and Financial.
  - b) In respect of Two-Bid system, the technical Bids submitted by the Bidders will be evaluated with reference to the technical characteristics of the services required and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price/Financial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as

per the Price Format given in this tender enquiry / RFP. Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned. The consideration of taxes and duties in evaluation process will be as follows:

- (i) The ultimate cost to the O/o CGA would be the deciding factor for ranking of Bids. **Bidders are required to quote realistic rates keeping in view the minimum wages rate, applicable ESIC and EPF contribution and reasonable administrative charges, etc.** The quoted rates, once accepted, shall remain valid till completion of Contract except minimum wages rates which would be applicable as per notification issued by the Govt. of NCT of Delhi. Taxes, if any, shall be shown separately.
- (ii) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (iii) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the O/o CGA.
- (iv) If a firm quotes "Nil" charges/consideration, or unrealizable amount, towards administrative charges the bid shall be treated as unresponsive and will not be considered



## Chapter-3

### Duties and Responsibilities

1. All the workers provided by tenderer should not be suffering from any contagious disease. They should be hale, healthy, energetic.
2. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such persons, who are not found suitable by the Institute for any reasons immediately on receipt of such a request from this Institute.
3. The persons engaged by the Agency should not have any adverse Police records/ criminal case pending against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons, before their engagement for the purpose. The character and antecedents of each worker will be got verified by the service provider, before their deployment through the local police. Proofs in respect of each person offered for the job shall be obtained, viz:-
  - a. Bank account details.
  - b. Previous work experience
  - c. Aadhaar Cards & proof of residence
  - d. Recent photograph
  - e. A certification that the said persons does not have any adverse Police Record/ Criminal Case pending against him/ her.
4. The firm/ contractor shall furnish a list of workers deployed along with their full names, father's name, DOB, full residential address (present & permanent), contact Tel. No. etc. The firm/contractor shall be responsible to get the character and antecedents of the persons verified by the Police before deploying in the O/o Controller General General of Accounts, Department of Expenditure. The authenticated copies of the police verification/certificate/ documents of the persons, who are to be deployed in this department, shall be submitted by the firm to this department. The manpower deployed by the service provider to the O/o CGA for rendering the services to be provided shall be paid by the Service Provider in regards to monthly payments of remuneration.
5. There shall be no representation of any kind, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference in employment or employment security for the persons engaged by the service provider/contractor for any engagement, service or employment in any capacity, in any office or establishment of the Government. A copy of each of the agreement entered into by the firm with the persons, deployed in the Department is required to be submitted to the Accounts Officer (Admn), O/o the Controller General of Accounts, Department of Expenditure within a fortnight of deployment.
6. The contract does not amount to employment with the Government nor confer any right on the contractor/firm or the workers engaged by the contractor/firm, nor any representation by the Government as to the possibility or preference in employment at any time in future in respect

of security and other personnel of the contractor/firm in any office/establishment of the Government.

7. The firm/contractor shall appoint a coordinator, who would be responsible for immediate interaction with the O/o Controller General of Accounts, Department of Expenditure and the firm/contractor, so that optimal services are available without disruption.
8. The Office Assistants deployed shall be required to report for duty on 9.00 A.M. on the working days to the Accounts Officer (Admn.), O/o The Controller General of Accounts, Department of Expenditure and during his absence to Asstt. Accounts Officer (Admn.) and to work until 5.30 P.M. or more as per instructions of AO (Admn.) or AAO (Admn.)
9. The MTSs deployed shall be required to report for duty on 8.30 A.M. on the working days to the Accounts Officer (Admn.), O/o The Controller General of Accounts, Department of Expenditure and during his absence to Asstt. Accounts Officer (Admn.) and to work until 5.30 P.M. or more as per instructions of AO (Admn.) or AAO (Admn.).
10. If, at any point of time, any person abstains himself/herself, a substitute shall be provided immediately.
11. In case, any person is absent on a particular day and substitute is not provided, daily rate/pro rate shall be deducted from the bill for the month. In case, the Agency is asked to provide a substitute and it fails in doing so within 3(three) days, then a penalty equal to 10% of the daily wages of the worker will be imposed on the agency, besides deduction of daily wages.
12. The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the 'persons' relating to his /her deployment in the Department of Expenditure and any other matters that may arise in this regard and this Department, in no way, be responsible for settlement of such issues/dispute.
13. Any liability regarding payments of wages to the 'persons' arising due to non-compliance with any of provision of the Labour Laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the contractor. The Successful firm/contractor shall submit, a notarized/affidavit on a stamp paper of appropriate value to the effect that the effect that the firm undertakes to pay minimum rates of wages of the persons engaged as per applicable orders of Govt. Of NCT, Delhi and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t. ESI, EPF etc. To this Department, the contractor will submit the copies of the EPF statement/Pass Book, ESI Card and Goods & Service Tax Challans along with monthly bill, without which the payment to the contracting firm will not be released.
14. The successful bidder will submit an undertaking in form of duly executed affidavit to deposit EPF contribution of the Employer and Employee in the EPF account of the persons every month.

15. The successful bidder will also submit an undertaking in form of duly executed affidavit to the effect that if the contractor does not provide copies of depositing Employer and Employees share in the EPF account of the employee, he will not be entitled or these payments.
16. The successful bidders will also submit an undertaking in the form of duly executed affidavit to comply with the instruction relating to payment of EPF in respect of those employees who are not in excluded category as per instruction issued by the Government on the subject.
17. The employer's share of EPF will not be paid to the contractor for those person's who are in the excluded category or EPF contribution as per latest guidelines issue by Ministry of Labour & Employment in this regard. The employer's share of EPF will be paid to the Contractor on production of documentary evidence of depositing the share in the individual employee's EPF account opened for the employee in his/her name.
18. The firm/contractor shall undertake to provide the services for the entire duration regularly failing which the Performance Security Deposits and such other amount that may be due from this Department to the firm shall stand forfeited.
19. If, at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the O/o the Controller General of Accounts, Department of Expenditure will have full authority to discontinue the services of the firm/contractor by giving notice of 15 days. The decision of the Department of Expenditure in this regard shall be final and binding on the contractor.
20. The persons shall have to mark the Attendance both at the time of arrival and departure.
21. In emergent situations the services of the persons may be required on Saturday/Sunday/Holidays also.
22. If any extra services are provided viz., additional workers, additional hours of duty, duty on holidays, the contractor may claim the dues in terms of minimum wages prescribed.
23. If, any persons arrives late or leaves early, a deduction of the daily rate shall be made on half-day basis.
24. At present, total 34 persons are required Office Assistant (skilled) and 20 MTSs(Semi- skilled), as detailed below which may increase or decrease depending on the requirement:
25. The deployment will be for a maximum period of one year, which may vary depending upon performance of the service provider and the requirement of the Department at a particular point of time.



25. If, at any point of time, the services of any person provided by the firm/ contractor are found to be unsatisfactory or not the expected level in any manner, the firm/ contractor shall change the worker immediately.
26. The persons shall not be entitled for any financial benefits that are admissible to regular employees of the O/o Controller General of Accounts, Department of Expenditure. However, the contractor is required to pay wages to the persons engaged strictly as per the minimum wages Act modified from time to time including EPF, ESI and other social security schemes of the Government of NCT of Delhi and Ministry Labour & Employment. The wages to the persons would be dynamic. The weekly rest etc. should also be allowed to persons as per statutory provisions. This is required to be quoted by all bidders at the time of submitted bids, which would be increased as and when increased by the Government authorities. All the statutory requirements such as obtaining valid Labour License on the basis of contract letter and compliance of all the provisions of social security legislations in general and provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (R&A) Rules, 1971 in particular are required to be complied with by the contractor. The contractor should quote their Service Charge for providing services of persons for this Department over and above the statutory payments to be made to each worker, so deployed. Except the Administrative service Charges quoted by the service provider, no other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the subject. The proof of depositing the service tax with the appropriate authorities has to be submitted to this Department periodically.
27. The Administrative service Charges per worker quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory effort required for executing the contract.
28. The rates or wages and the consequential revision in the statutory contribution on person's wages will be revised by this Department from the date of statutory revision in minimum wages of the persons and in case of revision in the rate of contribution on person's wages (i.e. EPF, ESI etc.) by the Delhi Government/Central government, Whatsoever may be the case. However, there will be no increase in the Administrative Service Charges quoted by the firm/contractor.
29. Complementary service by any firm is not acceptable. If any firm quotes the Administrative Service charges as Zero/nil, it shall be treated as a invalid quote and shall result in summary dismissal of the financial bid even though the firm otherwise technically qualifies.
30. The firm should be registered with ESI, PF, GST, Work Contract Tax, labour License & PAN with the concerned authorities.
31. The contractor shall comply with all eleven Laws and the Rules made there under viz. Income Tax, ESI Act, PF Act, Factories Act, ID Act and Contract Labour (Regulation & Abolition) Act, Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies Central Model Rules, 2006. Payment shall be conditional on fulfillment of the provisions of these Acts and the rules framed there under.
34. The payment of wages to the persons have to be made by the contractor in accordance with the provision of section 21 of the Contract labour (Regulation & Abolition) Act, 1970. The provisions of the said section are given as:





34. Responsibility for payment of wages:-

- a) A contractor shall be responsible for payment of wages to each person employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribes.
- b) Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.
- c) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer.
- d) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract as a debt payable by the contractor.

26. The firm/contractor will make payment of wages to the persons by the 7<sup>th</sup> of every month.

27. In case of failure to make payment of wages to the workers within the prescribed period or making short payment by the firm/contractor, the Performance Security Deposit amount deposited by the firm/contractor with the Department will be forfeited. The firm will also be blacklisted.


35. The Contract can be renewed at the appropriate time depending upon the requirement of the Department and performance of the contraction firm during the contract period.

36. All the relevant/supporting documents may be submitted along with the Technical bid.

37. O/o The Controller General of Accounts, Department of Expenditure reserve the right to reject any or all offers without assigning any reason thereof.

28. The Service Provider shall ensure compliance of the provisions of the Minimum Wages Act, and EPF Act, the ESI Act, and Industrial Dispute Act, such other acts and rules in force as may be applicable with regard to provision of the services.

29. The Services provider shall submit proof of making of payment every month to the manpower deployed for the O/o CGA.


 30. The contractors shall advise the O/o CGA and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day

working of the conduct. It shall be duty of such representative(s) to call at the O/o CGA or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.

31. The contractors shall strictly abide by Laws, rules & Regulations.
32. The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Contractor who are working in O/o CGA along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with O/o CGA within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.
33. If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract is liable to be terminated with one month's notice and security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.
34. The firm shall issue monthly salary slips to the engaged staff showing the details of payments, deductions (including all statutory deduction) & net amount with requisite challans in each case/person indicating PF number, ESI card detail etc.
35. Bids offering without Administrative charges would summarily be rejected.
36. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for category.
37. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
38. The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The

deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.

39. There is no Master and Servant relationship between the employees of the service provider and this office.
40. The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
41. That the persons engaged shall not be below the age of 21 years for Office Assistants and 18yrs for MTSS and they shall not interfere with the duties of the employees of this office.
42. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.



## Chapter-4

### Scope of Work

The scope of work of 34 Office Assistants and 20 Multi tasking staff personnels and 10 MTSs is inclusive but not limited to the following items of work:-

1. Services to be provided on all working days (five days a week) during the normal duty hours from 09.00A.M to 05.00P.M for Office Assistants and 08.30 am to 05.30 p.m. for MTSs with lunch break for relax. Persons so engaged, may be called on Saturday / Sunday / Holidays as per requirement of office.
2. No wages/ remunerations will be paid to any person(s) for the days of absence from duty. Even late comers and half days will also be taken into consideration for salary calculations.
3. Each Office Assistant and Multi-tasking Staff shall have the below mentioned education and technical qualifications:-

Sl. No.	Name of the Post (No. of Posts)	Scope of Work & Eligibility Conditions
1	Office Assistants/Data Entry Operators (34 Nos.)	<p>The Minimum Educational Qualification will be graduation in any discipline from a recognized Board having English/Hindi at least till Class tenth.</p> <p>They should be well conversant in office procedures, typing, noting drafting, dictation if required in English or Hindi.</p> <p>The Office Assistants should have a speed of 35 words per minute in English and should be well conversant with computers and essentially well trained in MS office, MS Excel, MS Powerpoint, internet or 25 words per minute in Hindi be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in internet;</p> <p>Knowing stenography would be an added advantage.</p> <p>She/he should be above 21 years of age.</p>
2	Multi-tasking Staff	<p>The Minimum Educational Qualification will be 10+2 in any discipline from a recognized University.</p> <p>They should be well conversant in if required in English or Hindi.</p>

		<p>The Multi-tasking Staff should read, write and understand Hindi and English and should be conversant in Hindi. He/She should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially trained in internet;</p> <p>Knowing typing would be an added advantage.</p> <p>She/he should be above 18 years of age.</p>
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4. The scope of work for Office Assistants is as follows but not limited to the following:
  - a) Physical Maintenance & upkeep of records.
  - b) Photocopying, sending of FAX, E-mail etc.
  - c) Assisting in other clerical and non-clerical work in the Sections/ Unit concerned for smooth functioning.
  - d) Typing of letters, notes and briefs etc.
  - e) Maintenance of Accounts records manually and on computers etc.
  - f) Attending Telephone calls.
  - g) Assisting in routine office work like diary, dispatch etc.
  - h) Any other work assigned to them.
  
5. The scope of work for Multi-tasking is as follows but not limited to the following:
  - i) Physical Maintenance & movement of files/Documents/ letters.
  - j) Photocopying, sending of FAX, E-mail, dusting etc.
  - k) Assisting in other clerical and non-clerical work in the Sections/ Unit concerned for smooth functioning.
  - l) Maintenance of records manually and on computers etc if required.
  - m) Attending Telephone calls in absence of Personal Assistants, if required.
  - n) Assisting in routine office work like diary, dispatch, Receiving and Issue etc.
  - o) Any other work assigned to them .
  
6. They shall assist the officers and officials at the deployment place in carrying out day to day official works.
  
7. The outsourced manpower can only leave office premises only with the permission of controlling officer.
  
8. The Agency's personnel's behaviour should be polite, cordial, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of the O/o CGA.
  
9. The Agency shall be responsible for any act of indiscipline on the part of the personnel deployed by it.



10. The personnel deputed shall not interfere with the work and duties of the employees of the O/o CGA.
11. The Agency will have to remove from the office, any rejected person or persons, who is found incompetent or for his/ her/ their misconduct and shall forthwith replenish such requirements.
12. The Agency shall replace immediately any of its personnel, if they are unacceptable to the O/o CGA, because of security risks, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving notice from this office.
13. The Agency shall ensure proper conduct of its persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan chewing, smoking, loitering without work etc.
14. The transportation, food, medical and other statutory requirements in respect of each personnel of the Agency shall be borne by it.
15. The Agency shall be contactable at all times and message sent by phone/ email/ fax/ Special Messenger from the O/o CGA to him shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the O/o CGA in implementing the Contract from time to time.
16. The O/o CGA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the engaged personnel.
17. The Agency's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative/ organizational matters as the same are confidential/ secret in nature.
18. Tenderer will have to allocate a particular decent uniform categorywise for the distinctive appeal of the outsourced staff. The cost of proving uniform may be the part of the cost to the prescribed employers and shall not be for more than 02 sets of uniform in a calendar year.
19. The performance of the outsourcing staff provided by the contractor will be appraised periodically by a committee set up by officials in the rank of Sr.AO and AO , reserves the right to ask for suitable replacement in the place of persons whose performance are not satisfactory. The Contractor is bound to supply suitable replacement within a week in such cases.



## CHAPTER-5

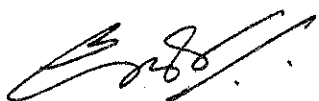
### SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

**Eligibility Criteria:-** The firm fulfilling the following eligibility criteria will be considered for opening of their Financial-Bids:-

(a) Bidders shall submit one "Original" proposal only containing the following documents, strictly in the same sequence as written below:-

1. Average annual financial turnover during the last three years, ending 31st March 2015, 2016, 2017 should not be less than **Rs. 1.00 (One) Crore**. (along with Documentary evidence to this effect duly attested by a Chartered Accountant) (Audited Balance Sheet for the last three FYs to be enclosed.)
2. Executed Contract/Similar job as included in this Contract with Govt. organisations, Public Sector Undertakings with Order, Contract & Supply Orders value not less than **Rs. 1.00 (One) Crore** during any of the last three financial years.  
As documentary evidence of the eligibility criteria, copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed (Only one RC/SO may be enclosed)
3. Bidder shall have Valid GST/ Certificate Registration Certificate attached.
4.
  - a) Bidder shall have attached valid ESIC Registration Certificate Details.
  - b) Bidder shall have attached Copy of latest premium paid in in r/o RC/SO mentioned in para-2
5.
  - a) Bidder shall have attached valid EPFO Registration Certificate Details attached
  - b) Bidder shall have attached copy of latest premium paid in in r/o RC/SO mentioned in para-2
6. Bidder shall have attached valid NSIC Registration Certificate, if applicable.
7. Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.
8. Bidder shall have attached Valid Tender Cost attached.
9. Bidder shall have attached Valid Earnest Money Deposit attached
10. Acceptance of All Terms & Conditions of the RFP/TE on their company's letter head.
11. A list of Government Sector clients along with satisfactory performance report from at least last three three of them.
12. A certificate of experience in providing Office Assistants and MTSS services in Government offices at least last 03 years.
13. A documentary proof or declaration for training of workers to be employed in O/o CGA.

(b) The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of them, for services provided by them. A list of clients including clients in Govt. Sector must be provided with proof. Preference shall be given to companies having multiple presences in the Govt. organizations in Delhi and NCR.



(c) Experience of the bidder must include providing of Office Assistants and MTSs to at least three large and modern Government offices complexes, as defined in scope of work.

(d) The employees of the successful bidder deployed in the premises of Mahalekha Niyantarak Bhawan . O/o CGA should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Govt. of NCT of Delhi.

(j) The bidder must have satisfactory arrangements for training of its workers. A documentary proof or declaration may be submitted in this regard.

(k) Bidders who fulfil the above minimum conditions may send their applications along with earnest money deposit and complete details of company profile.

1. **Two-Bid System.** The quotation must be submitted by the bidder under two- bid system i.e. Technical-Bid and Financial Bid. Both the bids are to be submitted in separate sealed covers as per formats specified for Technical/Financial bids respectively. The documents as per (a) to (k) above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

2. **Scope of Rate Contract.** The proposed Contract will be an agreement between the O/o CGA and lowest bidder for Office Assistants and MTSs in Mahalekha Niyantarak Bhawan . Contract will be in the nature of a standing offer and neither any quantity nor any anticipated withdrawals are guaranteed. As the Contract is a standing offer, either party i.e service provider/ O/o CGA can revoke it at any time after giving a reasonable notice (at least 60 days in advance). However, once a contract is made with the service provider for providing service on a definite terms and conditions, the service provider during the validity period of the rate contract will be bound to provide service as per agreed terms and conditions.

3. **Delivery Period:-** The successful bidder / contractor will be required to sign an agreement with O/o CGA within 07 days from the date of written intimation to this effect. A letter for award of contract with the detailed terms and conditions as mentioned in this tender document will be issued to the successful bidder.

4. **Consignee details:-** Accounts Officer(Administration), Room No. 204, Mahalekha Niyantarak Bhawan , 'E' Block, GPO Complex INA New Delhi.

5. **Contract Operating Authority.** Once the Contract is finalized, the same will be operated by Dy. Controller General of Accounts (Admin), Mahalekha Niyantarak Bhawan , 'E' Block, GPO Complex INA New Delhi.





**ANNEXURE-I**

**PROFORMA FOR SUBMISSION OF TECHNICAL BID FOR MAINTENANCE OF 34 Office ASSISTANTS AND 20 MULTI TASKING STAFF PERSONNELS IN THE OFFICE PREMISES OF O/o CGA\***

Eligibility Criteria Details to be furnished by the tenderer. Documentary Evidence required to be attached in sequence and in compliance to the technical requirements :-

S.No	Details	Enclosed
1.	Average annual financial turnover during the last three years, ending 31st March 2015, 2016, 2017 should not be less than <b>Rs. 1.00 (One) Crore.</b> (along with Documentary evidence to this effect duly attested by a Chartered Accountant) (Audited Balance Sheet for the last three FYs to be enclosed.)?	(Yes/ No)
2.	Executed Contract/Similar job as included in this Contract with Govt. organisations, Public Sector Undertakings with Order, Contract & Supply Orders value not less than <b>Rs. 1.00 (One) Crore</b> during any of the last three financial years. As documentary evidence of the eligibility criteria, copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed (Only one RC/SO may be enclosed)	(Yes/No)
3.	Valid GST Registration Certificate attached?	(Yes/No)
4.	a) Valid ESIC Registration Certificate details attached? b) Copy of latest premium paid in r/o RC/SO mentioned in para-2?	(Yes/No) (Yes/No)
5.	a) Valid EPFO Registration Certificate Details attached? b) Copy of latest premium paid in r/o RC/SO mentioned in para-2?	(Yes/No) (Yes/No)
6.	Valid NSIC Registration Certificate, if applicable?	(Yes/No)
7.	Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.?	(Yes/No)
8.	Valid Tender Cost attached, if applicable ?	(Yes/No)
9.	Valid Earnest Money Deposit attached, if applicable?	(Yes/No)
10.	Acceptance of All Terms & Conditions of the RFP/TE on company's letter head?	(Yes/No)
11.	A list of Government Sector clients along with satisfactory performance report from at least last three of them.	(Yes/No)
12.	A certificate of experience in providing Office Assistants and MTSs services in Government offices at least last 03 years	(Yes/No)
13.	A documentary proof or declaration for training of workers to be employed in O/o CGA	(Yes/No)

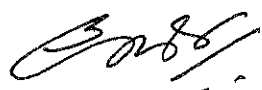
Date:

Signature of Bidder

Place:

(Stamp)

**\*No Extra paper is required to attach except the mandatory one's.**



## CHAPTER-6

### PRICE BID SCHEDULE

PROFORMA FOR SUBMISSION OF FINANCIAL BID FOR OUTSOURCING OF 34 OFFICE ASSISTANTS AND 20 MULTI TASKING STAFF PERSONNELS IN MAHALEKHA NIYANTRAK BHAWAN\*

#### PART-A

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>S.No</u>	<u>Particulars</u>	<u>Rates (Should Not be less than minimum rates of GNCT of Delhi)</u>	<u>Persons to be deployed</u>	<u>Monthly Amount</u>
1.	Charges for Office Assistant			
2.	Statutory ESI Contribution for Office Assistant			
3.	Statutory EPF Contribution for Office Assistants			
4.	Statutory Bonus Contribution for Office Assistant			
5.	Administrative Charges (Profit margin) for Office Assistant			
6.	Any other liability as per Government of India Acts/Rules for Office Assistant			
7.	(Uniform+ Shoes) Charges for Office Assistant			
8.	GST as per applicable rates for Office Assistants as per latest rates			
9.	Total Cost Per Month for Office Assistants			
	<b>Grand Total</b>			

(Rupees

Only)

I have read and understood all the terms and conditions and scope of work of the tender and I will abide by them)

(Signature of authorized signatory of the tendering agency with seal)

Date.....

Name of the Authorized Signatory.....

Company Seal

**\*No extra paper is required to attach except the mandatory one's.**

## PRICE BID SCHEDULE

### PROFORMA FOR SUBMISSION OF FINANCIAL BID FOR OUTSOURCING OF 34 OFFICE ASSISTANTS AND 20 MULTI TASKING STAFF PERSONNELS IN MAHALEKHA NIYANTRAK BHAWAN

#### PART-B

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>S.No</u>	<u>Particulars</u>	<u>Rates (Should Not be less than minimum rates of GNCT of Delhi)</u>	<u>Persons to be deployed</u>	<u>Monthly Amount</u>
1.	Charges for MTS			
2.	Statutory ESI Contribution for MTS			
3.	Statutory EPF Contribution for MTS			
4.	Statutory Bonus Contribution for MTS			
5.	Administrative Charges (Profit margin) for MTS			
6.	Any other liability as per Government of India Acts/Rules for MTS.			
7.	(Uniform+ Shoes) Charges for MTS			
8.	GST as per applicable rates for MTS			
9.	Total Cost Per Month for MTS			
	<b>Grand Total</b>			

**(Rupees**

**Only)**

I have read and understood all the terms and conditions and scope of work of the tender and I will abide by them)

(Signature of authorized signatory of the tendering agency with seal)

Date.....

Name of the Authorized Signatory.....

Company Seal

**\*No extra paper is required to attach except the mandatory one's.**



## CHAPTER-7

### CONTRACT FORM

#### Proforma towards Performance of Office Assistants and Multi Tasking Staff

Ref. No. \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

Dated \_\_\_\_\_

To,

**O/o The Controller General of Accounts**

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

1. In consideration of O/o **Controller General of Accounts**, \_\_\_\_\_ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments there to) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and O/o CGA having agreed that the Contractor shall furnish to O/o CGA a performance guarantee for Indian Rupees ..... for the faithful performance of the entire contract.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./- \_\_\_\_\_ (in figures) [Indian Rupees/- (in words) \_\_\_\_\_] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by O/o CGA on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall



continue to be enforceable until it is discharged by O/o CGA in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that O/o CGA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Office Assistants, MTSs or other guarantee that O/o CGA may have in relation to the Contractor's liabilities.

4. The Bank further agrees that O/o CGA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in O/o CGA against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of O/o CGA or any indulgence by O/o CGA to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of O/o CGA under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till O/o CGA discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of O/o CGA or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] and our guarantee shall remain in force until \_\_\_\_\_. In case of any extension of contract, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of CGA under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of CGA under this Guarantee shall be valid and shall not cease until we have satisfied that claim.



( In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of ..... 20 at .....

WITNESS NO. 1

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(Signature)  
Full name and official  
address (in legible letters)

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(Signature)  
Full name and official  
address (in legible letters)

WITNESS NO. 2

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(Signature)  
Full name and official  
address (in legible letters)

