



Directorate of Economics and Statistics

Planning Department, Government of Maharashtra

Request for proposal (RFP) for Providing Manpower to work as Peons & Drivers to the offices under the DES on Outsource Basis



RFP Reference No. : No.DES/OMPD/Tender/2025/ADM-3/02

Date of Issue : 22/08/2025

8th Floor, Administrative Building, Government Colony, Bandra (East),

Mumbai-400 051

Tel : 022-26400053

Website Address: <http://mahades.maharashtra.gov.in>

TENDER (For Supply of Manpower)

E-Tenders are hereby invited from eligible Manpower Service Providers (Labour contractors) registered/licensed with the Labour Department for the supply of skilled/semiskilled/unskilled manpower to work as Peons and Drivers in the Directorate of Economics and Statistics (DES) at Mumbai and all district places of Maharashtra on a contract basis for the period of two years from the date of issue of the work order and extendable by one year. The E-Tender has been published on 21/08/2025 on the website: <http://mahades.maharashtra.gov.in>.

Sr.No.	Activity	Performed by	Start		Expiry		Duration
			Date	Time	Date	Time	
1	Tender Release/ Publication	Department	22/08/2025	11.00			
2	Tender Download	Bidders	22/08/2025	11.01	09/09/2025	16.00	19 Days
3	Bid Preparation						
4	Tender Closing	Bidders	09/09/2025	16.00			
5	Technical Bid Opening	Department	11/09/2025	11.00			
6	Presentation	Department	Information pertaining to the presentation associated with the tender will be made available at a subsequently designated time				
7	Cost of Tender Form	Rs.10,000/-(Online Payment))(Non- refundable)					
8	Submission of Earnest Money Deposit	Rs.3,00,000/-(Online)					
9	Address for communication and contact details	Directorate of Economics & Statistics, 8th Floor, Administrative Building, Government Colony, Bandra (East), Mumbai-400 051 Tel : 022-26400053 Website Address : http://mahades.maharashtra.gov.in					

Note:-

1. All eligible/interested Bidders who want to participate in tendering process must compulsorily enroll on E-tendering portal <https://mahatenders.gov.in>.
2. It is compulsory for all participants to submit all required documents online.
3. Other terms and conditions are mentioned in the tender documents. The Directorate of Economics & Statistics, Government of Maharashtra, reserves the right to reject any or all online bids for administrative or performance-related reasons.
4. This tender notice is also published on the website: <https://mahatenders.gov.in>.

Commissioner
Economics & Statistics,
Directorate of Economics & Statistics,
Government of Maharashtra, Mumbai.

TENDER NOTICE

(For Providing Manpower to work as Peons & Drivers on Outsource Basis)

Tender Notice No.: No.DES/OMPD/Tender/2025/ADM-3/02

Online tenders are invited in the prescribed format by the **Directorate of Economics & Statistics, Government of Maharashtra**, from registered/licensed manpower suppliers (labour contractors) for the supply of manpower to carry out various office and field services on a contractual basis for the period of two years from the date of issue of the work order, extendable by one year.

The details of required manpower and their wages are provided in Annexure I and Annexure IV-B. The prescribed tender form, list of manpower required, and terms & conditions will be available on the website <http://www.mahatenders.gov.in> from 22.08.2025 at 11:00 AM.

The tender schedule is enclosed herewith for information.

- **Tender Release & Acceptance:** As per schedule on the e-tendering portal
- **Online Submission:** Only on <http://www.mahatenders.gov.in>
- **Opening of Technical Bids:** On 11/09/2025 at 11:00 AM at the office of the Directorate of Economics & Statistics, Mumbai.

The award of contract will be subject to the fulfillment of terms and conditions specified in the detailed tender document.

Note

1. A non-refundable fee of ₹10,000/- (Rupees Ten Thousand only) and an Earnest Money Deposit (EMD) of ₹3,00,000/- (Rupees Three Lakh only) must be paid through the process specified on the website <http://www.mahatenders.gov.in>.
2. The undersigned reserves the right to accept, reject, modify, or cancel any or all tenders, either partially or entirely, without assigning any reason.

Commissioner
Economics & Statistics,
Directorate of Economics & Statistics,
Government of Maharashtra, Mumbai.

**NOTICE DETAILS OF E-TENDER FOR PROVIDING
MANPOWER (ON OUTSOURCED BASIS) SERVICES OF
PEONS & DRIVERS (ON CONTRACT BASIS)**

Tender Reference	No.DES/OMPD/Tender/2025/ADM-3/02
Name Of Work	Manpower Outsourcing Services on Contract Basis for Peons and Drivers to the Offices under the DES
Cost of Blank Tender Document and Mode of Payment Fees	Rs. 10,000/- (Rupees Ten Thousand only) (Non-refundable) is to be paid through online payment during the tender document download stage.
EMD Amount and Mode of Payment	Rs.3,00,000/-(Rupees Three Lakh only) to be paid through online payment modes during Bid preparation stage.
Venue, Date and Time of Online Opening of Tender	At Directorate of Economics & Statistics, 8th Floor, Administrative Building, Government Colony, Bandra (East), Mumbai-400 051
Address for Communication	Directorate of Economics & Statistics, 8th Floor, Administrative Building, Government Colony, Bandra (East), Mumbai-400 051
Official Contact Details	Name: Mr. N.M. Prabhudesai Designation: Deputy Director (Administration) Contact Number: 9821471319 Office Tele.No. : 022-26400053 Website Address : http://mahades.maharashtra.gov.in
E-Tender Helping Support:	Tele.No.: 0120-4001002 0120-4001005 0120-4493395 Email - support-eproc@nic.in

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Abbreviation Chart

Abbreviation	Full Form
DA	Dearness Allowance
DES	Directorate of Economics and Statistics
EMD	Earnest Money Deposit
EPF / EPFO	Employees' Provident Fund / Employees' Provident Fund Organization
ESIS	Employees' State Insurance Scheme
GOI	Government of India
GR	Government Resolution
GST	Goods and Services Tax
HRA	House Rent Allowance
L1	Lowest Bidder
LOA	Letter of Award
MNC	Multinational Company
OT	Overtime
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PF	Provident Fund
PSU	Public Sector Undertaking
PTRC	Profession Tax Registration Certificate
QCBS	Quality and Cost Based Selection
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
T.O.	Technical Offer
TOF	Tender Offer Form
VAT	Value Added Tax

1. INTRODUCTION

The Directorate of Economics & Statistics, Government of Maharashtra (hereinafter referred to as "DES") wants to select a Manpower Service Provider (hereinafter referred to as "Contractor") for the supply of manpower to work as Peons and Drivers on an outsourced basis for a period of two years from the date of issue of the work order, extendable by one year. The services are to be provided at Mumbai and all district locations across Maharashtra. E-Tenders in the prescribed format are invited from reputed agencies/firms having at least three years of experience in providing similar services to Central/State Government Departments, Public Sector Undertakings, Private Sector Enterprises, MNCs, etc.

2. GENERAL INSTRUCTIONS

- 2.1 The interested contractors/Bidders must make an online payment to the online service provider of the E-Tendering system at the time of the Online Bid Submission stage of the tender schedule.
- 2.2 A Bidder's Tool Kit link (detailed help documents, designed for Bidders) has been provided on the E-Tendering website in order to guide them on how to use the E-Tendering portal.
- 2.3 All contractors interested in participating in the online E-Tendering process are required to obtain a Class II or Class III Digital Signature Certificate. The tender shall be prepared and submitted online using the individual's Digital Signature Certificate.
- 2.4 Contractors participating for the first time in E-Tenders on the Government of Maharashtra (GoM) E-Tendering portal will have to complete the online registration process for the E-Tendering portal.
- 2.5 If any assistance is required regarding E-Tendering (registration/upload/download), please contact the GoM E-Tendering help desk on the number: 0120 - 4001002.

3. SCOPE OF WORK

3.1 PROVIDING MANPOWER FOR CARRYING OUT THE JOB AS PER THE TERMS AND CONDITIONS MENTIONED BELOW

- 3.1.1 Providing manpower as prescribed in Annexure-I for the designated work.
- 3.1.2 The supplied Peons shall be competent enough to execute the office work assigned to them. The personnel will be normally engaged for the job to attend all work assigned to them by the concerned sectional in charge.
- 3.1.3 The Drivers required to drive the vehicles (such as Maruti ciaz, Mahindra Bolero, Maruti Ertiga/XL6, TATA Manza or any other Light Motor Vehicle (LMV) / Sports Utility Vehicle (SUV)) across various locations in Maharashtra.

- 3.1.4 The services of the drivers are required for ten hours daily on Government working days (including non-steering duties), which may be extended as per the requirements of DES.
- 3.1.5 The outsourced drivers shall be required to drive outside the appointed region, if necessary, without any additional charges.

3.2 OTHER TERMS & CONDITIONS

- 3.2.1 The supplied Peons shall be competent enough to execute the office work assigned to them. The personnel will be normally engaged for the job to attend to all work assigned to them by the concerned sectional in charge.
- 3.2.2 The tenderer must possess valid registrations, certificates, licenses, permits under all applicable statutes including GST Act, Contract Labour (Regulation & Abolition) Act, 1970, Professional Tax Acts, etc.
- 3.2.3 The attendance will be maintained by the respective establishment. Monthly invoices, along with applicable statutory liabilities, shall be prepared based on attendance records.
- 3.2.4 Peon shall work on all working days for nine (9) hours per day. If required, they may also be asked to work on Saturdays, Sundays and public holidays without any additional charges payable to the contractor.
- 3.2.5 Drivers shall work ten hours daily on all working days. If required, they may also be asked to work on Saturdays, Sundays as well as on public holidays, for which overtime or extra charges shall be paid as per the government norms.
- 3.2.6 In case of absence, pro-rata deductions shall be made from the payable man-month charges. If any deployed personnel is found unsuitable, the contractor must provide a suitable substitute by the next day without additional cost.
- 3.2.7 DES shall have no financial or legal obligations toward any personnel deployed by the contractor, other than payment of agreed charges for man-hours/man-months and overtime (for drivers) as per the government norms.
- 3.2.8 The contractor shall be fully responsible for paying remuneration and statutory contributions/deductions for the deployed personnel. They must provide proof of registration under applicable laws (e.g., PF, ESIS, PT, GST) and shall bear any future statutory modifications at their own cost.
- 3.2.9 The contract shall remain valid for a period of two year commencing from the date of issuance of the work order and extendable by one year. The contract will automatically terminate upon expiry, and no separate termination notice will be issued.
- 3.2.10 The estimated annual value of the contract is Rs. 2,77,77,312/- (Rupees Two crore seventy-seven lakh seventy-seven thousand three hundred twelve only).
- 3.2.11 The successful Bidder shall be required to deposit a Security Amount equivalent to 3% of the annual contract value in the form of Bank Guarantee from a nationalized bank.
- 3.2.12 Demand for payments for services shall be made monthly, upon submission of bills in duplicate along with the required certified attendance sheets and documents. Payment will be released within sixty days. No interest shall be payable in case of any delay.

- 3.2.13 Services are outsourced in nature and do not create any employment relationship with DES.
- 3.2.14 In case of disputes regarding interpretation of terms, the decision of the Commissioner, Economics & Statistics, Directorate of Economics and Statistics, Government of Maharashtra, shall be final and binding.
- 3.2.15 Actual Travelling expenses of deployed manpower for official work (if any), will be paid as per Government of Maharashtra norms.
- 3.2.16 All payments including statutory payments such as salary, overtime, ESIS, PF, Bonus, etc. shall be paid by the contractor as per Rule. DES will pay only the actual charges paid by the contractor and overtime (for drivers) as per the government norms.
- 3.2.17 DES reserves the right to reject or terminate the contract with prior notice when feasible, if the services provided by the contractor are found unsatisfactory. Any person lacking proper conduct or integrity must be immediately replaced by the contractor without notice.
- 3.2.18 All legal proceedings shall fall under the jurisdiction of the courts in Mumbai.
- 3.2.19 This contract is a contract for services, and there shall be no employer-employee relationship between DES and the personnel provided/deployed by the contractor.
- 3.2.20 The contractor shall be liable for compliance with all statutory benefits such as Minimum Wages, Bonus, PF, Gratuity, ESIS, Leave etc.
- 3.2.21 Deployed personnel must be present at the designated DES premises all the time during duty hours.
- 3.2.22 The contractor must ensure that all personnel follow the Government's safety, security and discipline guidelines. All personnel must wear a valid ID card issued by the contractor. Violations will result in the individual being considered absent, and the contractor will be liable for an appropriate penalty.
- 3.2.23 Drivers and Peons must wear the prescribed uniform (if applicable).
- 3.2.24 The contractor shall not sub-contract the assignment under any circumstances.
- 3.2.25 The contractor is solely responsible for complying with all applicable laws and regulations and obtaining necessary registrations/licenses. DES shall be indemnified against all liabilities arising due to non-compliance.
- 3.2.26 The contractor shall indemnify DES against any loss, theft, or damage to life or property caused due to Contractor negligence or that of their employees.
- 3.2.27 Income Tax shall be deducted from the contractor's bill as per applicable rules.
- 3.2.28 The contractor must enter into a formal agreement with DES within ten days of receiving the award letter.
- 3.2.29 All personnel provided by the Contractor shall be covered under a Group Accident Insurance Policy in accordance with the provisions of the Workmen's Compensation Act, 1923. The Contractor shall furnish a copy of the said insurance policy/document to DES. It shall be the sole responsibility of the Contractor to provide such insurance coverage to

its employees, and DES shall not be liable for any claims, compensation, or obligations arising there from.

- 3.2.30 In case of violation of the terms and conditions, the contract may be terminated by giving fifteen (15) days' notice, at the risk and cost of the contractor.
- 3.2.31 These terms and conditions are not exhaustive. All standard terms applicable to government works shall also apply. In case of contradiction, the terms listed here shall prevail.
- 3.2.32 If a Bidder has previously worked with any Government Department and their performance was found unsatisfactory, their proposal shall be liable for rejection without explanation regarding the same.
- 3.2.33 The contractor shall provide an ESIS No dues Certificate, issued by the competent ESIS authority, whenever requested by the DES.
- 3.2.34 If any firm/legal entity seeks exemption from submission of the Earnest Money Deposit (EMD) and/or Performance Security at the time of bid submission and/or contract signing, it shall submit documentary evidence/supporting documents, such as a copy of the Government Resolution/Order issued by the Government of Maharashtra granting such exemption for providing manpower supply services. Such documents shall be uploaded online along with the Technical Bid.
- 3.2.35 The contractor shall provide suitable replacement for any driver/peon who proceeds on leave for more than three consecutive days, so that there is no disruption in the services of the DES. No. additional remuneration shall be payable to the contractor for providing replacement manpower in case of leave or absence of deployed personnel.

4. PERIOD OF CONTRACT AND ADDITIONAL SCOPE OF WORK

- 4.1 The contract shall be initially for a period of two years from the date of issuance of the Letter of Award (LOA). The DES reserves the right to extend the contract for further period of one year on the same terms and conditions. The Contractor shall be bound to accept such extension orders.
- 4.2 DES may also call for fresh financial bids from the technically qualified Bidders at any time during contract period, if deemed necessary. Thus selected contractor shall be required to provide the necessary manpower to DES. The details of qualifications and the nature of work for which manpower is required shall be as per Annexure-I. This kind on manpower should be provided within 15 days from the date of communication, requesting such deployment.
- 4.3 Performance of the contractor shall be subject to quarterly appraisal and review by the Tendering Authority. In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be forfeited along with penalty as decided by the Tendering Authority.

- 4.4 The wages payable to the manpower supplied to the DES shall not be less than minimum wages prescribed under the relevant statutory provisions.

5. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for the technical evaluation of Bidders. Those bidders who fulfill all of the following conditions shall be considered eligible. Offers received from Bidders who do not meet any one or more of the criteria shall be liable to be rejected.

- 5.1.1 **Legally Valid Entity:** The Bidder must be a legally valid entity such as a Company registered under the Companies Act, 1956, a proprietorship/partnership firm, association of persons, and body of individuals, co-operative society, or any other artificial juridical person.
- 5.1.2 **Registration:** The Bidder must possess all requisite registrations/licenses required for conducting the business of providing manpower on contract basis under applicable laws. This includes registration under the GST Act, Income Tax Act, and Profession Tax Act (PTRC) etc.
- 5.1.3 **Tax Clearance:** The Bidder must submit proof of payment of tax dues under the GST Act, Income Tax Act, and PTRC. Relevant and valid supporting documents shall be submitted.
- 5.1.4 **Relevant Experience:** The Bidder must have satisfactory experience in providing similar manpower services (Peons and/or Drivers) to Central/State Government Departments, Government Undertakings or large corporates. The Bidder must have executed at least one work order of similar nature with a contract value of not less than Rs. Two Crore, and must have provided manpower continuously for a minimum period of 11 months under that contract.
- 5.1.5 **Financial Turnover:** The Bidder shall have a minimum average annual turnover of Rs. 5,00,00,000/- (Rupees Five Crore Only) from manpower outsourcing services for each of the last three financial years.
- 5.1.6 **Office Location:** The Bidder must have a fully operational office in the State of Maharashtra, and specifically must have an operational office located in Mumbai, Navi Mumbai, or Thane.
- 5.1.7 **Blacklisting Declaration:** The Bidder must not have been blacklisted or declared ineligible to participate in any tender by any Central Government/Maharashtra Government department or Government undertaking for engaging in corrupt, fraudulent, or unethical business practices.
- 5.1.8 **Nature of Experience:** Experience limited to housekeeping or security services will not be considered. The Bidder must have satisfactory experience relevant to the scope of this tender of three years.

5.2 Documents supporting the Minimum Eligibility Criteria

While submitting the bid online, the Bidders shall submit the following documents in support of fulfilling the eligibility criteria mentioned in Clause 5. The bids uploaded without the supporting documents mentioned below are liable to be rejected.

- 5.2.1 In proof of having fully adhered to the minimum eligibility criteria, an attested copy of Certificate of Incorporation issued by the appropriate authority shall be submitted.
- 5.2.2 In proof of having fully adhered to minimum eligibility criteria, an attested copy of the certificate under Contract Labour Act 1970, attested copy of PAN card, registration certificates under the GST Act and the Profession Tax Act (PTRC) shall be submitted. In addition, the EPFO and ESIS registration certificates shall be submitted.
- 5.2.3 In proof of having fully adhered to minimum eligibility criteria, an attested copy of Clearance Certificate or Last three years returns filed under GST, Income Tax, Profession Tax Acts (PTRC) filed with the respective department shall be submitted.
- 5.2.4 In proof of having fully adhered to minimum eligibility criteria, attested copies of experience certificates for completed or ongoing works/services issued by the Central Govt. / State Govt. or Govt. undertaking organizations shall be submitted. In case of large corporate experience certificates from the organizations shall be submitted. The Bidder has to submit the relevant work experience certificates indicating work experience, value of work order, period of work order, name of organization, name of officer in charge, monitoring the contractor and his/her contact details.
- 5.2.5 In support of minimum eligibility criteria, the Bidder shall submit an attested copy of the Audit Report and Audited Balance sheet for the completed three financial years.
- 5.2.6 In support of eligibility criteria, the Bidder shall submit the address and contact numbers of the office located in Maharashtra including operational office at Mumbai, Navi Mumbai or Thane and supporting documents to prove that the office is operational. The Bidder shall also submit the list of five (5) key employees along with contact numbers and email IDs working in this office.
- 5.2.7 In support of the eligibility criteria, the Bidder shall submit an undertaking (self-declaration) on a stamp paper, declaring that the Bidder has not been blacklisted or debarred by any department of the Central Government, the Government of Maharashtra, or any Government undertaking, public sector unit, or autonomous body. This undertaking must be signed by the authorized signatory of the bidder and shall confirm that there is no pending investigation, legal proceeding, or disciplinary action that would render the bidder ineligible to participate in government tenders. Any misrepresentation or submission of false information in the undertaking will lead to disqualification, forfeiture of the Earnest Money Deposit (EMD), and may attract further legal action as per applicable rules.
- 5.2.8 EMD/Security deposit/Bank guarantee not forfeited certificate as per Annexure C.
- 5.2.9 No Relation Certificate as per Annexure -II.
- 5.2.10 The Bidder shall submit “Technical Bid Form” as per Annexure III.
- 5.2.11 If the Bidder has earlier worked with any Government Department and if his performance was not satisfactory then proposal from such Bidder will not be considered.

For the bids to be considered, the Bidders are requested to furnish documents for each of the above clauses. The tender bid must be submitted containing an index of page numbers where the above information is furnished. DES reserves the right to cross-verify the claims made by Bidders and to carry out a capability assessment. The decision of DES shall be final in this regard.

6. Bidding Process

The Bidder is expected to carefully go through all instructions, forms, terms, conditions, and specifications in the tender documents. Failure to furnish information required as per the tender documents or submission of a tender that is not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in the rejection of their tender offer.

6.1. Submission of Tender

- a) The bids shall be uploaded online on the website: <https://mahatenders.gov.in>.
- b) The non-refundable Tender Fee of ₹10,000/- shall be paid by the Bidder online.
- c) Earnest Money Deposit (EMD):
 - i) The EMD of ₹3,00,000/- shall be paid through Online Payment by the Bidder.
 - ii) The EMD of all unsuccessful Bidders will be refunded by the DES after selection of L1. The EMD of the successful Bidder will be returned upon submission of the Performance Bank Guarantee (PBG) for 3% of annual contract value in the format provided in Annexure-VI. No interest will be paid on the EMD.
 - iii) The bid submitted without EMD will be summarily rejected.
 - iv) The EMD may be forfeited if a Bidder withdraws the bid during the bid validity period. For the successful Bidder, EMD may be forfeited if the Bidder fails to execute the agreement/contract within ten days from the date of work order or fails to submit Security Deposit.
 - v) If any firm/legal entity seeks exemption from submission of the Earnest Money Deposit (EMD) and/or Performance Security at the time of bid submission and/or contract signing, it shall submit documentary evidence/supporting documents, such as a copy of the Government Resolution/Order issued by the Government of Maharashtra granting such exemption for providing manpower supply services. Such documents shall be uploaded online along with the Technical Bid.

6.1.1. Technical Bid:

The Technical Bid shall contain scanned copies of the following documents. These documents need to be digitally signed by the Authorized signatory and uploaded during

the online bid preparation stage. Original copies shall be kept ready at the time of the opening of the Tender.

(A) List of Documents to be submitted with Technical Bid

- i. Tender Offer Form (Annexure-A)
 - ii. Bidder's Authorization Certificate (Annexure-B)
 - iii. Self-Declaration for Unblemished Record (Annexure-C, Notarized Affidavit)
 - iv. Details of Bidder (Annexure-D)
 - v. Details of Manpower (Annexure-E)
 - vi. Performance Statement with Supporting Documents (Annexure-F)
 - vii. No relation certificate (Annexure-II)
 - viii. Documents as per Technical Bid Form (Annexure III)
 - ix. Problem Escalation Mechanism (with contact details upto CEO level) (Annexure-G)
 - x. Documents supporting the Minimum Eligibility Criteria mentioned as per Clause (5.1).
 - xi. Udyam Aadhar Registration Certificate
 - xii. Attested copies of experience certificates for satisfactorily/ unsatisfactorily completed or ongoing works/services, issued by the Central Government, State Government, or Government Undertaking organizations, shall be submitted. In the case of large corporates, experience certificates from such organizations shall also be accepted. The Bidder shall submit relevant work experience certificates clearly indicating the nature of work, value of the work order, period of the work order, name of the organization, and the name, designation, and contact details of the officer in charge of monitoring the contract. Additionally, the experience certificates issued within the last six months.
 - xiii. If any firm/legal entity seeks exemption from submission of the Earnest Money Deposit (EMD) and/or Performance Security at the time of bid submission and/or contract signing, it shall submit documentary evidence/supporting documents, such as a copy of the Government Resolution/Order issued by the Government of Maharashtra granting such exemption for providing manpower supply services. Such documents shall be uploaded online along with the Technical Bid.
- (B)** The Technical Offer (T.O.) shall be completed in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate turnover in respect of different types of business. The Technical Offer must be submitted online. No documents, brochures, etc. shall be submitted in physical form.
- (C)** The Bidder shall submit profiles of the key people who shall be exclusively associated with the contract. The format for the same is given in Annexure-E.

- (D) All the documents submitted along with Tender shall be certified by the Competent Authority.
- (E) If any document is in a language other than Marathi or English, a certified translation must be submitted.
- (F) A letter of Acceptance of Terms and Conditions must be included.
- (G) The bidder must submit all requisite supporting documents in hard copy format, duly signed and stamped, enclosed in a sealed envelope clearly superscribed with the Tender Reference Number, Name of Work, and the Bidder's Name. The envelope must be delivered either by hand or through registered post/courier to the Head Office of the Directorate of Economics and Statistics (DES), Mumbai, on or before the prescribed date and time for submission of bids.

6.1.2. Commercial Bid

1. All financial offers must be prepared and submitted online (an online form will be provided for this during online bid preparation stage) and signed using digital signature of authorized signatory/owner.
2. The Minimum Wages and other statutory payments like EPF, ESI, Bonus, etc. are as per Rule (detailed wage structure shown in Annexure-IV-B). Hence, these need not be quoted in the financial bid.
3. The Commercial bid shall be for Manpower supplier service charges i.e. Bidder charges per person per month over and above said payment to manpower. The Bidder charges shall be inclusive of all taxes other than GST.
4. There shall be no hidden charges. Price quotation accompanied by vague and conditional expressions Such as “Subject to immediate acceptance”, “Subject to confirmation” etc. shall be treated as being at variance & shall be liable for rejection.

6.2. Terms and Conditions

6.2.1. Erasures or Alterations and Signing of Tender Offers

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Such authorization shall be indicated by Power of Attorney on a stamp paper accompanying the tender offer. All pages of the Tender Offer, except unamended printed literature, shall be initialled by the authorized signatory. The Tender Offer must be free of interlineations, erasures, or overwriting. If corrections are necessary, they must be clearly made and duly initialled by the person signing the offer.

6.2.2. Completeness of Technical Offer

All Technical details must be filled in completely. Use of vague terms such as “OK”, “Accepted”, “Noted”, etc., shall not be considered valid. The DES will treat such incomplete or non-specific submissions as unacceptable.

6.2.3. Costs & Currency

The financial offer must be quoted in Indian Rupees only. It shall specify the Bidder's service charges, i.e., a fixed cost per person per month for providing manpower services to DES, as per Annexure IV-B. No other charges will be paid by DES, except for GST and overtime charges for drivers, which will be reimbursed as per applicable Government norms.

6.2.4. Information about Bid Process

For the smooth bid process, the information regarding bid process shall be displayed on website <https://mahatenders.gov.in>. as and when required. All the prospective Bidders are suggested to take cognizance of the same.

6.2.5. Submission of Tender Offers

Tender offers shall be uploaded and submitted as per decided time schedule. DES may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable will be rejected.

6.2.6. Late Tender Offers

Any tender offer received by the agencies after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

6.2.7. Validity of Bids

All the bids must be valid for a period upto 90 days from the date of opening of commercial bid. No request will be considered for price revision during the contract period. If necessary, DES, with same cost and same terms and conditions, may extend the service beyond two years.

6.2.8. Opening of Bids

Bids will be opened as per schedule. One representative per Bidder may attend with Letter of Authority (Annexure-V). Only technically qualified Bidders' financial bids will be opened.

6.2.9. Evaluation of Bids

a) Preliminary Scrutiny

- i) The first process for the Tender Evaluation Committee (TEC) is to examine the eligibility of the Bidders as per the tender specifications. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of such bids will be done.

- ii) Prior to the detailed evaluation, DES will determine the substantial responsiveness of each offer to the bid documents. For the purpose of this clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The DES determination of a Bidder's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- iv) DES will not accept any kind of conditional bids from any Bidder.
- v) DES reserves the right to accept or reject any tender offer, and to annul the tendering process and reject any/all tenders with prior notice where feasible, prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) about the grounds for the DES action.

b) Technical Evaluation

- i) For the agencies which meet the pre-qualification criteria, the TEC will examine the technical details and may ask for additional supporting information from the Bidders if required. No new information can be submitted as addition to original bid. On request from the TEC, the bidding agencies may have to produce additional supporting information. To speed up the tender process, DES at its discretion may ask for any technical clarification to be submitted by means of email. In such cases, original copy of the document describing the technical clarifications must be sent to DES by means of courier / in person. The time limit, in which the Bidders have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.
- ii) DES reserves the right to testify the proposed managerial staff before technically qualifying the contractor if required. In such case this proposed managerial staff will have to be present in front of the TEC at head office of DES, Mumbai on an earliest convenient date.
- iii) DES reserves the right to visit the office at the address as mentioned by the Bidder in the technical bid.
- iv) DES also reserves right to take feedback from the clients mentioned by Bidder in support of experience about the work.

c) Bidder Presentation before the Tender Evaluation Committee

After completion of the technical evaluation, the qualified bidders will be invited to deliver a presentation before the Tender Evaluation Committee (TEC). A total of fifteen (15) marks are allocated for this presentation.

Each bidder will be evaluated on a total scale of 100 marks, which includes:

1. 85 marks from the technical evaluation
2. 15 marks from the presentation

The presentation will be assessed based on the following criteria as mentioned in Annexure-VIII:

Sr. No.	Technical Scoring Criteria	Documents to be Provided	Marks Allotted	Scoring Details
1	Understanding of Scope	Written statement or presentation demonstrating understanding	3	Clear understanding of the RFP's objectives, scope of work, and expected services
2	Deployment & Resource Planning	Deployment plan, backup arrangements, statewide service proof	3	Clarity on manpower deployment, backup arrangements, and statewide service availability
3	Operations & Monitoring	Description of attendance systems, reporting tools, helpdesk	3	System for attendance (biometric/online), reporting, helpdesk, and complaint redressal mechanisms
4	Legal & Statutory Compliance	Compliance plan and related certificates	3	Plan for ensuring compliance with EPF, ESI, GST, minimum wages, and applicable labour laws
5	Presentation Quality & Clarity	Presentation slides or write-up(5-10 min)	3	Use of visuals/slides, structure, time management, handling of questions, overall professionalism

To qualify for the financial bid stage, a bidder must secure a minimum of 70 marks out of 100 in the combined technical evaluation and presentation.

- I. The total marks for the evaluation, combining both the Technical Evaluation and Presentation Evaluation, amount to 100 marks. To qualify, bidders must achieve a minimum score of 70 marks. Only those bidders who secure 70 marks or above will be considered eligible for the next stage of the evaluation process.
- II. All bidders securing more than 70 marks will be ranked. The bidder obtaining the highest technical score will be assigned Rank 1, and the remaining bidders will be ranked in descending order of their technical scores.

d) Financial Bid Evaluation (FBE)

- i) Financial bids of technically qualified bidders who have scored a minimum of 70 marks out of 100 in the combined technical evaluation and presentation will be considered for further processing.
- ii) A Tender Evaluation Committee (TEC) will scrutinize the financial bids. Bids shall be financially & physically viable. The bids, found lacking in strict compliance to the financial bid format shall be rejected.
- iii) The per month, per person wages are fixed as per the Minimum Wages Act, Employees' Provident Fund Act, and ESIS Act, as specified in Annexure IV-B.

The Bidder must quote their service charges per person, per month over and above the aforementioned fixed cost. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid.

- iv) The Lowest Financial Bidder (L1), determined on the basis of the quoted service/agency charges, shall be considered for awarding the contract.
- v) In the event that two or more bidders quote the same service charge, the bidder with the highest technical score among them shall be declared the final L1 (lowest) bidder.
- vi) The decision of the Bid Evaluation Committee regarding the evaluation of bids and determination of the L1 Bidder, as per the provisions of clause no. (iv) above, shall be final and binding.

e) Award of Contract

- i) Selected Bidder will have to complete contract formalities within ten days as mentioned in 3.2. In case the selected Bidder (L-1) does not respond or is unable to complete formalities the EMD will be forfeited and name of the Bidder will be conveyed to the registering department of State or Central Government. In such case Bidder next in merit (L2) will be issued offer in writing and will have to complete formalities as mentioned above. In such a manner DES may issue offer upto third Bidder (L3) in merit. However, the rights of decision regarding giving offer to second or third Bidder is reserved with the Commissioner, Economics and Statistics, Directorate of Economics and Statistics, Government of Maharashtra.
- ii) GST at the prevailing rates shall be payable by DES on production of invoice by the contractor. The responsibility of paying the GST as per prevailing rates and as claimed in the bill amount, will be of the contractor.
- iii) GST/TDS will be deducted as per prevailing GST Laws and certificate to this effect shall be provided to the contractor by DES.
- iv) In case, the Manpower supplier Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the DES is put to any loss/obligation, monetary or otherwise, the DES will be entitled to get itself reimbursed out of the outstanding bills/performance security to the extent of the loss or obligation in monetary terms.
- v) DES reserves the right to withdraw/cancel/relax any of the terms and conditions mentioned above as per existing or new policy of either State or Central government.

6.2.10. Award Criteria

- i) DES shall issue letter of award to the selected Bidder for providing Manpower Services.

- ii) Upon written communication from the DES, the selected bidder shall sign the contract within ten days of receiving such communication. Failing this, the offer shall be treated as withdrawn, and the EMD will be forfeited.
- iii) The selected Bidder shall provide security deposit of 3% of annual contract value in the form of Performance Bank Guarantee as per Annexure-VI, from a Nationalized Bank for the duration of the contract / extended period, if any, in favour of Establishment Officer, Directorate of Economics and Statistics, Government of Maharashtra. On receipt of bank guarantee towards security, deposit the EMD of other Bidders will be returned without any interest.
- iv) DES reserves the right to invoke the security deposit for administrative or performance-related reasons if performance of the contractor is not found upto the mark of institution.
- v) It may be noted that the manpower requirement is indicative and actual number will depend on the policies/decisions taken from time to time. Therefore, the quantity of manpower indicated in the Annexure- I is liable to be changed as per sanctions from Government of Maharashtra. DES reserves the right to increase or decrease the required quantity and location of manpower and shall communicate the changes to the contractor.

6.2.11 Alternate Bidder Engagement in Case of L1 Non-Compliance

- i) The services of manpower as mentioned in this tender document are very critical for the DES. So in case, the services of the contractor (L1 Bidder) are found to be not satisfactory or the contractor (L1 Bidder) stops/discontinues providing the agreed number of manpower required as per the contract agreement, the L2 Bidder shall be requested to provide the said number of manpower to the DES for the remaining contract period, at the quoted by the L1 Bidder.
- ii) If the L2 Bidder accepts the request of DES and enters into contract, an agreement shall be signed with the L2 Bidder as per the terms and conditions of the tender document.
- iii) If the L2 Bidder does not accept the request of DES, the other technically qualified Bidders i.e. L3, shall be requested to provide the said number of manpower at the rate quoted by the L1 Bidder. An agreement shall be signed with the Bidder accepting the request, as per terms and conditions of the tender document.

7. Payment Terms

- 7.1 The Contractor shall submit separate bills for Peons and Drivers to the respective authorities for the services of Manpower.
- 7.2 In case of Peons, the payments to the contractor will be made monthly on the basis of the Biometric attendance reports of the employee provided by the contractor. The monthly

payment will include amount to be paid to the employees provided on contract basis as per the statutory provisions and Bidder charges or manpower supplier service charges.

- 7.3 In case of Drivers, the payments to the contractor will be made monthly on the basis of the log sheets of the drivers (signed by user officer daily upon verification with log book of the vehicle). The monthly payment will include amount paid to the employees provided on contract basis as per the statutory provisions, contractor/Bidder's service/agency charges, extra work or overtime charges on per hour per person basis as per government norms and actual travel expenses, if any as per Govt. norms.
- 7.4 The GST will be paid on actual.
- 7.5 Monthly bills shall be submitted in triplicate to the concerned office, where manpower deployed along with Daily reports, log sheets signed & certified by user of drivers and abstract of bills generated by Contractor according to attendance sheets of employees duly certified by the officer in-charge.
- 7.6 A copy of the GST paid challan for the previous month or quarter, as applicable, must be submitted along with the payment bills.
- 7.7 Proof of Challan/Receipt deposited with the Regional Provident Fund commissioner, ESIS & PT Act Office for the payment made towards applicable Provident Fund, ESIS and profession tax (PTRC) for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bill will not be processed.
- 7.8 All payments to contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and other taxes if any as per Government of India rules.
- 7.9 The contractor shall make regular and full payments of wages and other payments as due to its personnel deputed under service contract and furnish necessary proof when required. The payment of the personnel by the contractor shall be made on or before 5th of immediate next month.
- 7.10 The contractor will ensure the remittance of the wages to the employee deployed by them in DES through bank account and proof thereof will be furnished to DES every month along with the bills.
- 7.11 The contractor will submit invoices in triplicate by the 5th day of next month after fulfilling the following conditions:
- i. The contractor will make the payment to their deployed employee; on receipt of daily report/attendance sheets or log sheets of the employees as the case may be duly certified by the corresponding user officer / designated officer in charge.
 - ii. The contractor shall make payment to the deployed manpower from its own funds on or before the 5th day of the succeeding month. The contractor shall also issue monthly payment slips to each employee as proof of payment.
 - iii. Contractor shall give login Id and Password to each employee and summary of payments shall be made available to DES along with monthly bills.
 - iv. Payment will be made after submission of complete documents.

- v. The attendance sheet shall be submitted to the contractor till the 25th day of each month. Based on this attendance record, the contractor shall process the salary for that month. Any absence shall be adjusted in the salary of the subsequent month. Submission of the attendance sheet till the 25th will enable the contractor to release the salary in time.
- 7.12 The contractor shall be liable to every employee, irrespective of his period of employment, payment for additional holidays on 15th August, 2nd October, 26th January and 1st May. On these days the employees shall be paid wages at the rate equivalent to daily average wages of the employees during the respective month in which such a compulsory holiday falls.
- 7.13 The payment towards services provided shall be made on monthly basis after completion of the month and upon submission of bill in triplicate along with the certification in the prescribed format within sixty (60) days from the date of submission of bills. The DES shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.
- 7.14 It will be the responsibility of the Agency to pay to the personnel deployed a sum not less than the rates prescribed in Annexure IV-B.
- 7.15 DES will maintain a comprehensive register. The Contractor must share detailed information monthly such as daily attendance records, wage calculations based on attendance, statutory deductions (including Provident Fund, ESIS, and Professional Tax), net payable amounts, payment dates, and any other relevant financial or compliance-related details of each employee as per the format provided by the DES.

8. COMMERCIAL TERMS

8.1 PAYMENT SCHEDULE

- 8.1.1** The payment shall be made on conclusion of the calendar month only on the basis of number of working days/hours of persons, extra work/ overtime charges (only in case of drivers as per government norms).
- 8.1.2** The invoice for hiring the services shall be submitted by the Contractor to the DES by 5th of succeeding month duly supported with the attendance sheet or log sheet (in case of drivers), certificate about the satisfactory performance or penalty certificate of the personnel so deployed, from their controlling officers, proof of having deposited EPF, ESIS, GST etc. against which payment shall be made by the DES.
- 8.1.3** Any tax other than GST levied by the Government/Local authorities on bills, will have to be borne by the Contractor.

- 8.1.4** Invoices shall be considered for payment on the basis of satisfactory performance certificates/reports of designated officer(s) who will supervise the work of the Contractor on behalf of the office or Department.
- 8.1.5** Payment of the invoices after deduction of penalty, if any, shall be made within sixty (60) days from the date of submission of the invoices.
- 8.1.6** The DES shall deduct Income Tax, GST, TDS, and any other applicable statutory taxes at source, as per prevailing laws and regulations from time to time.
- 8.1.7** The outsourcing agency shall comply with all the applicable law and rules of the Government of India, Government of Maharashtra and the Local Bodies. The outsourcing agency shall at all times indemnify the Department against all claims, damages and compensations against the provision of Payment of Wages Act; Minimum Wages Act; Employers Liability Act; the workmen compensation Act; Industrial Dispute Act; Maternity Benefit Act; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The Govt. department will not own any responsibility in this regard. Any failure to comply with any of the above regulation or any deficiency in service will render this contract liable for immediate termination without any prior notice.

8.2 PENALTY

- 8.2.1** The Contractor will have to provide the required man-power immediately within fifteen (15) days after issuance of the letter of award. If the Contractor fails to provide required number of manpower for a month, the penalty of 0.5% per week of the value of the manpower not provided in that month will be levied subject to maximum 10% of value of the monthly invoice.
- 8.2.2** The Contractor shall make payment for a month, to the employees provided to DES, on or before 5th day of the immediate next month, irrespective of whether payment received from DES. If the contractor fails to make the payment within the prescribed time limit, penalty will be levied @ 1% per day of the total amount of the monthly invoice subject to the upper cap of 10% of the amount of monthly invoice.
- 8.2.2.1** While submitting the monthly bills the contractor must pay the fine generated through e-challans of the cars driven by the drivers employed by the contractor, if Contractor fails to pay such traffic violation fines generated by way of e-challan then amount of such fine shall be deducted from the monthly payment towards the contractor. In addition to this the penalty will be levied on the contractor as per the chart provided in 8.2.3.
- 8.2.3** Irregularities, mistakes, etc. and penalty thereto specific to the services of drivers:

Sr. No	Service Level	Penalties for Non-Compliance		
		1st Incidence (Rs.)	2nd Incidence (Rs.)	3rd or Onward (Rs.)

Sr. No	Service Level	Penalties for Non-Compliance		
		1st Incidence (Rs.)	2nd Incidence (Rs.)	3rd or Onward (Rs.)
1	Vehicle log book not maintained properly / not got certified from user / designated DES officer on daily basis	1000	2000	3000
2	Vehicle log-sheets not maintained on daily basis / not got certified from user / designated DES officer	1000	2000	3000
3	Speedometer reading not tallying with log book / log sheet	1000	2000	5000
4	Mobile with Driver missing/not functioning	200	400	1000
5	Driver not reporting duty without prior intimation	500	1000	3000
6	Driver proceeding on leave without substitute	500	1000	1500
7	Driver proceeding on leave without properly handing over duty to substitute	500	1000	1500
8	Driver not carrying valid License while on duty	200	500	Driver Terminated
9	Driver without ID card	100	200	300
10	Driver not responding to phone call	100	200	300
11	Driver late reporting beyond 10 minutes and upto 30 minutes	200	500	1000
12	Driver late reporting delayed beyond 30 minutes	500	1000	3000
13	Misbehavior with user / designated officer / staff	1000	Driver Terminated	
14	Exterior and interior, including seat covers, floor mattresses, dash board, windows found not clean	100	200	500
15	Driver not reporting any minor maintenance required in vehicle which may result in damage / loss to vehicles	250	500	1000
16	Driver found under the influence of Alcohol or any other intoxication substance	Driver Terminated		
17	Driver smokes or consume tobacco while driving	500	1000	Driver Terminated
18	Driver engage in distracting conversation or loud music or take calls while driving	200	500	1000

Sr. No	Service Level	Penalties for Non-Compliance		
		1st Incidence (Rs.)	2nd Incidence (Rs.)	3rd or Onward (Rs.)
19	Driver neither maintained nor reported the maintenance of extra tyre / Stepney, jack, etc.	200	400	700
20	Over speeding / breaking traffic rules	200 + penalty levied by authority	500+ penalty levied by authority	1000 + Driver Terminated
21	Driver refused duty on any ground	1000	3000	5000
22	Driver not followed the instructions of user or designated officer of DES	500	1000	1500
23	Driver lobbying / approaching DES for a specific duty	500	1000	2000
24	Driver engaged in unethical activities namely gambling, consumption of alcohol, chewing tobacco, smoking in the DES premises, removing fuel from vehicles, submission of extra bill for minor repairs / fuel refilling, etc.	1500 + Termination of Driver		

- 8.2.5 In the course of execution of contract, if any deployed manpower of contractor is found to be involved directly or indirectly in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, the contract stands cancelled with forfeiture of security bond / performance bank guarantee.
- 8.2.6 For any other irregularities, mistakes, deficiency in service by contractor etc., penalty at the discretion of the Commissioner, Economics & Statistics, Directorate of Economics and Statistics, Government of Maharashtra, will be imposed.
- 8.2.7 For unsatisfactory performance owing to absence of contractor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the contractor, get such deficiencies fulfilled at the cost and responsibility of the contractor.
- 8.2.8 Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be shall be deducted from any sum then due or which with prior notice, thereafter may become due to the contractor under this and any other persons contracting through the Commissioner, Economics & Statistics, Directorate of Economics and Statistics, Government of Maharashtra. If this sum is not sufficient to recover the full amount recoverable, the contractor shall pay to this office the remaining balance due. For failure to deposit the amount, legal action will be taken against the

contractor.

8.3 Fraud and Corrupt Practices

- 8.3.1 The Contractor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the DES may reject an application without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
- 8.3.2 Without prejudice to the rights of the DES under Clause I, hereinabove, if a Bidder is found by the DES to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the Directorate of Economics and Statistics.
- 8.3.3 For the purpose of this clause 1, the following terms shall have the meaning herein after respectively assigned to them.
- 8.3.4 "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Acceptance or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who, with prior notice where feasible, has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- 8.3.5 "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 8.3.6 "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- 8.3.7 "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.
- 8.3.8 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process;
- 8.3.9 If at any instance where contractual workers (peons and drivers) are asked to pay any charges by way of cash or cheque in lieu of the services provided to the DES by the contractor then such instances will be considered as special instances of fraudulent practices, and contract shall be liable to be terminated immediately without any claim on any residual payments. And also levy of other penalties that DES may choose to impose.

9. General Terms & Conditions

9.1. General Conditions

- 9.1.1 The services to be provided shall be based on fixed payment to manpower of minimum wages, Employees Provident Fund, ESIS, etc.
- 9.1.2 The selected contractor shall not, without DES's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of DES in connection therewith, to any person other than a person authorized by the contractor in the performance of the contract. Disclosure to any such authorized person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 9.1.3 The selected contractor shall not outsource the work to any other associate/franchisee/third Party under any circumstances. If so noticed, then DES reserves its right for forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the contract for default. DES may, by written notice sent to the selected contractor, terminate the work order and/or the contract at any time, with prior notice where feasible, for its convenience. The notice of termination shall specify that termination is for DES's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective.
- 9.1.4 In the event of the contractor's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with DES, shall be passed on for compliance by the new company / new division in the negotiation for their transfer and the Bidder shall inform such events and all the obligations under this contract without any modification, change will pass to the successor.
- 9.1.5 The Manpower supplier company shall maintain the separate complaint books for the manpower provided by them.
- 9.1.6 The contractor shall ensure that all his personnel, comply with the Government of Maharashtra rules and regulations regarding safety, security, discipline and good conduct.
- 9.1.7 One official of the contractor shall remain present in DES head office at Mumbai during working hours to communicate all offices under the DES within the state to resolve day to day problems, work related to contract, payments, issues etc.
- 9.1.8 As this contract is covered under the scope of RTI act. It is expected that the contractor shall keep all the records properly indexed and maintained in a specific manner so that copies can be extracted as and when required.
- 9.1.9 The contractor shall be liable to make substitute arrangements in case of the absence of the driver. Similarly, the contractor shall have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. No leave shall be permitted to the drivers unless the contractor provides suitable substitute without any extra payment.

- 9.1.10 The rates shall remain unchanged, except for any revisions arising due to changes in Variable Dearness Allowance (VDA/Special Allowance) and minimum wage structure as declared by the State or Central Government during the contract period.
- 9.1.11 The drivers supplied shall be responsible for the upkeep, maintenance, cleaning, and daily servicing of the vehicle. They shall also be responsible for maintaining and updating the vehicle's logbook and fuel records on a daily basis. In case of any default, the erring driver shall be liable to a penalty as specified in the penalty clauses.
- 9.1.12 The Contractor will have to provide the replacement of Driver in case of any eventuality. The DES has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
- 9.1.13 The character and antecedents of the Drivers is to be got verified from the Police authority by the contractor and the contractor must ensure that the persons deployed as a driver shall not have any adverse police record / criminal cases against him.
- 9.1.14 The contractor shall ensure that the person deployed is Medically fit and keep the fitness certificate in respect of the Drivers and peons from register medical practitioner.
- 9.1.15 It is informed/clarified to the contractor / Bidder that the "Service / agency Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being the charges of the Contractor / Bidder to meet the administrative and financial arrangement / expenses involved to pay the total monthly wages including other charges to manpower and to pay the statutory payments timely to statutory authorities by themselves in advance and then to claim reimbursement of such expenses from the DES on monthly basis by submitting proof of such payments along with monthly bill.
- 9.1.16 The driver, in addition to safe driving of the car, will receive/alighten the occupants in a very respectful manner and will obey the instructions of the occupants.
- 9.1.17 The driver will necessarily keep mobile phone with connection with him for 24 hours, even on roaming, and will attend and make calls at the directions of occupants.
- 9.1.18 The e-mail communication shall be considered as notice.
- 9.1.19 If the Bidder has earlier worked with any Government Department and if his performance was not satisfactory then proposal from such Bidder will not be considered.

9.2. Confidentiality

The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical expertise, security arrangements, administrative/organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under BNS, BNSS or any other relevant provision besides, action for breach of contract.

9.3. Indemnity

The Contractor will indemnify DES and Offices under the DES of all legal obligations of

its professionals deployed for DES including requisite security deposit.

9.4. Providing Services / Support

- 9.4.1. The Contractor will select and deploy the persons as required by DES, the requirement may vary depending upon the necessity and the Contractor will have to co-ordinate accordingly. The contractor will ensure that wages are given to the deployed professionals in time as prescribed.
- 9.4.2. The contractor personnel shall be used for providing services/support as specified by DES. In case any personnel of the contractor is found engaged in doing any work other than the above, the contractor will withdraw him/her from service and arrange for replacement immediately at his own cost.
- 9.4.3. The contractor shall be responsible for any damage to equipment's, property and third party liabilities caused by acts on his part of/ on part of its deployed manpower at DES and Offices under the DES.
- 9.4.4. The contractor stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the contractor and its staff.
- 9.4.5. The manpower deployed shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The contractor shall verify the character antecedents before deploying any person at DES and Offices under the DES.
- 9.4.6. Any extra expenditure for getting the work done from other agencies /open market due to the failure of the contractor to provide substitute within the scheduled time as mentioned in the order will be recovered from the contractor through Security deposit or pending bills or other dues if any or by raising claims.
- 9.4.7. DES reserves the right to deduct amount from the bill penalty levied / imposed, the amount as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of DES will be final in this regard.
- 9.4.8. The contractor and manpower used to provide services/support shall not develop any direct relationship with the DES and Officer under the DES without obtaining prior written permission from DES for similar services.
- 9.4.9. The contractor shall have to provide immediate replacement for the deployed manpower if the DES or Offices under the DES is not satisfied with his/her performance.
- 9.4.10. Medical or any other allowances to the manpower deployed will not be borne by DES or Offices under the DES. It will be the responsibility of the contractor as the case may be.
- 9.4.11. For the manpower deployed, the contractor shall keep record with them, their present and permanent address, educational and technical qualification details (driving licence, experience, etc.), specimen signature, and two passport size photographs and furnish these details/information to DES, as and when required.
- 9.4.12. The contractor shall issue deployment letter to the deployed manpower and issue valid I-card to each one of them. They shall wear the I-cards on their person at their respective places of work during working hours.

- 9.4.13. Period of Contract: Under normal circumstances, the contract shall remain valid for a period of two years from the date of issue of the Work Order and may be extended by one year, if required by DES.
- 9.4.14. Quantity: Estimated number of Manpower to be normally provided is listed in the Annexure-I. However, it shall be clearly noted that DES will place the order as per the actual requirement from time to time.
- 9.4.15. Duty Hours: The duty hours for Peons will remain from 09.30 am to 6.30 pm (Lunch break 1.00 pm to 1.30 pm), However, in case of emergency, duty hours may vary as per necessity. Whereas, the duty hours of the Drivers will remain from 09:00 am to 7.00 pm (including non-steering period) on all working days except State Government Holidays. However, in case of emergency, duty hours may vary as per necessity of the user / occupant of the vehicle. If necessary, they may be asked to work on Public Holidays for which no additional cost will be payable to the Contractor except the overtime charges of drivers as per government norms.
- 9.4.16. Deployment Places: Offices under the DES across Maharashtra
- 9.4.17. The duty hours will start from the actual time and place of reporting to duty intimated to driver by authorized official or vehicle user / occupant officer of the DES and will end from the actual time of relieving from duty at that duty place. The reporting and relieving duty place may be any office under the DES or a place from where the user officer start using or leave the vehicle. In any case it shall not be the home of the driver.
- 9.4.18. The overtime / extra work charges for drivers will be paid as per Government of Maharashtra norms.
- 9.4.19. In case of absence of the deployed personnel, pro-rata deductions shall be made from the monthly charges payable, based on the number of working days of the office. If any deployed personnel is found unsuitable for the assigned duties, the Contractor shall make a suitable substitute arrangement immediately, at no additional cost.
- 9.4.20. In the case of any accident/ injury/ death caused to the contractor's staff, all the claims arising out of it shall be met by the contractor at his cost.
- 9.4.21. In case of frequent violations of the terms and conditions, the contract shall be terminated forthwith.
- 9.4.22. The deployed manpower must observe all the etiquette and protocol while performing the duty.
- 9.4.23. The deployed Manpower will follow the instructions of the designated officer, DES as well as of the officers assigned for the duty or any specific job as and when given.
- 9.4.24. A daily record indicating time and signature for attendance of each deployed peons will be maintained at concerned offices under the DES by the contractor. Whereas, the daily record indicating duty start time and place, duty end time and place along with signature of the vehicle user officer or designated officer of the DES, for attendance of each deployed driver shall be maintained by the driver / person deployed by the contractor. Based on their attendance the invoice for payment with statutory liabilities shall be prepared and submitted every month.

- 9.4.25. The Contractor is liable to provide additional manpower against demand from this office as and when raised. Quoted rate will be applicable in the cases of such additional manpower provided. Contractor cannot charge separate rate for additional manpower.
- 9.4.26 The drivers/peons shall not request for any kind of leave of more than three days to DES, they shall send such request to contractor and shall proceed to leave upon arrangement of substitute by contractor from fourth day of leave of Driver/peon.
- 9.4.27 The contractor shall ensure continuous availability of services for each driver/peon throughout the year. The effective number of man days per manpower shall not be less than 360 days in the year. In case the actual number of man-days provided falls short of 360, proportionate deductions shall be made from the contractor's bill for the last month of the year.

9.5. Liability of the Contractor

- 9.5.1 The Contractor is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, employees' wages, GSTp, TDS, wages, allowances, EPF, Bonus, Gratuity, ESIS, etc. relating to personnel deployed in DES. The DES shall have no liability in this regard of any nature. The contractor shall comply with all representations, grievances of the employees deployed by them at the DES.
- 9.5.2 The DES shall remit the Wages (overtime / extra work charges as the case may be in case of driver) of the Manpower at actual to the contractor in consolidated amount on the basis of bill raised by the contractor. In case of any administrative delay in releasing the payment to the contractor, contractor shall be responsible to make payment to its employee deployed under the DES at various places in time.
- 9.5.3 The contractor shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the contractor subject to appropriate notice or notice period.
- 9.5.4 The contractor shall be responsible for recruitment of personnel and the personnel engaged by him shall be under direct control / supervision of the contractor.
- 9.5.5 The contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise during the contract period.
- 9.5.6 The contractor shall not assign, transfer, pledge or subcontract the performance of service.
- 9.5.7 In case of any theft or loss of property due to negligence or carelessness of personnel, contractor will be fully responsible and contractor will have to make good of the losses so insures to DES, otherwise the same will be deducted from the security deposit or from the payments as it may deem fit.
- 9.5.8 The contractor shall be contactable at all times and messages sent by e-mail / fax/ whatsapp/ special messenger from the DES to the contractor shall be acknowledged immediately on receipt on the same day.

9.6. Financial and Legal Liability

The contractor shall be solely responsible for any financial issues arising out of the result of this contract. Any financial loss to DES due to faulty work as a result of this tender, shall be sole responsibility of Contractor and he has to fulfil all claims arising out of this problem.

9.7 Responsibility of the Contractor

- 9.7.1 The contractor is fully responsible for timely disbursing and claiming monthly payment of wages (overtime charges of drivers, if any) to the personnel deployed by them in the DES.
- 9.7.2 The contractor is solely responsible for any accident/medical/health related liability for the personnel deployed by Contractor at DES. The DES shall have no liability in this regard. The Manpower Supplier Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed.
- 9.7.3 The Contractor shall appoint a grievance Redressal Officer to address and resolve any complaints from deployed staff within seven working days.
- 9.7.4 The contractor shall deploy staff as per education, qualification and experience as prescribed in the tender notice / as informed by DES. The Contractor shall provide necessary undertaking and documentary evidence in this regard.
- 9.7.5 If the contractor wishes to replace any of the personnel, the same shall be done with prior consultation of the DES at Contractor's own cost.
- 9.7.6 The contractor shall be bound by the details and documents as furnished by him to DES while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this will be deemed to be a breach of the terms of contract making him liable for action.
- 9.7.7 The contractor also agrees to comply with terms and conditions and agreement shall be final and binding on the contractor.

9.8 Duties of the Contractor

- 9.8.1 The character and antecedents of the personnel provided by the Contractor shall be verified by the Contractor prior to their deployment, and a certificate to this effect shall be submitted to the Directorate of Economics and Statistics (DES).
- 9.8.2 The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the DES.
- 9.8.3 DES shall arrange to maintain the daily attendance record of the Peons by it showing their arrival and departure time.
- 9.8.4 The contractor shall be liable to make substitute arrangements in case of the absence of the personnel.
- 9.8.5 The person engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their wages every month. The transportation, food,

medical, and other statutory requirements in respect of each personnel of the contractor will be the responsibility of the contractor. Further that the said employee of the contractor shall not claim any absorption at any cadre in DES.

- 9.8.6 Wages paid to the employees deployed by the contractor shall not be less than minimum wages prescribed by the relevant Acts/Rules/Regulations in this regard.
- 9.8.7 All statutory deductions from the wages of the deployed personnel, including PF, ESIS and any other contributions, shall be duly remitted to the respective accounts of the concerned personnel within the prescribed timelines. The contractor shall submit the corresponding proof of such remittances to the DES for verification.
- 9.8.8 The contractor shall comply with all applicable laws, rules, and regulations related to employee leave as per relevant Acts such as the Factories Act, Shops and Establishments Act, or other applicable legislation. Proper records of leave must be maintained and made available for inspection upon request by DES or any statutory authority.

9.9 Role of deployed Personnel

- 9.9.1 The personnel provided by the contractor will not claim to become the employees of the DES and there will be no Employee and Employer relationship between the personnel engaged by the contractor for deployment under the DES.
- 9.9.2 The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with the Officer(s) of DES. Proposals for efficient functioning of the personnel shall be discussed, considered and implemented by the contractor with approval of the DES.
- 9.9.3 The Contractor shall ensure good behaviour from personnel's on duty with the DES establishment. They shall abstain from taking part in any staff union and association activities. The DES shall not be liable to provide any residential accommodation to the personnel.
- 9.9.4 The personnel engaged by the contractor will follow all instructions issued by DES's authority concerning general discipline and behaviour.
- 9.9.5 In case of drivers, the vehicle log book as well as daily attendance and/or extra work details in the form of daily log sheet is to be maintained by the driver deployed. The user officer or designated officer of the DES shall certify it on daily basis upon verifying the correctness with vehicle log book.
- 9.9.6 Although the deployed drivers are solely responsible for maintenance of proper log book of vehicle use and log sheets thereof, the designated officer of DES shall verify the log book and log sheets at any point during contract. The persons deployed by contractor shall make available the correct and complete log book, log sheets, vehicle speedometer reading, etc. certified by user or designated officer of DES upto the date of verification.
- 9.9.7 The deployed driver shall maintain the extra tyre, jack and in case of any vehicle maintenance—major or as the case may be, minor—he shall report it to the user or designated officer of the DES. The minor defects occurred in the vehicle shall be reported immediately in order to avoid the major damage / loss to vehicle.

- 9.9.8 The deployed driver shall wash the vehicle daily and shall maintain it clean from inside.
- 9.9.9 The deployed driver shall not drink, smoke or chew tobacco while on duty to DES.
- 9.9.10 The damages / loss caused to vehicle due to negligence or accidents shall be recovered from the contractor as per the estimates of Government Approved Garages.
- 9.9.11 In case the personnel engaged by the contractor commit any act of omission or commission constituting misconduct or indiscipline, the contractor shall be able and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service, removal from DES'S premises/campus or police prosecution.
- 9.9.12 In case of the termination of this contract/agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the contractor, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the DES and the contractor will withdraw his manpower.
- 9.9.13 The drivers/peons shall not request for any kind of leave of more than three days to DES, they shall send such request to contractor and shall proceed to leave upon arrangement of substitute by contractor from fourth day of leave of Driver/peon. Before proceeding for leave the driver shall hand over the duty of vehicle to the substitute provided by contractor with information of user / designated officer of DES.
- 9.9.14 The contractor shall provide substitute immediately for any of its personnel upon receiving written notice from DES, if they are unacceptable to the DES because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.
- 9.9.15 The contractor personnel's working shall be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this department. The contractor shall be responsible for any act of indiscipline on the part of employee deployed by him. The manpower supplier contractor shall ensure proper conduct of his employee in office premises.
- 9.9.17 The deployed manpower, especially drivers, shall not involve themselves in any unethical activities namely gambling, consumption of alcohol, chewing tobacco, smoking in the DES premises, removing fuel from vehicles, submission of extra bill for minor repairs / fuel refilling, etc.

9.10 Rights of DES

- 9.10.1 The decision of DES in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the contractor.
- 9.10.2 In case of any dispute between the contractor and DES, the DES shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- 9.10.3 Estimated number of personnel is subject to reasonable change at the discretion of the Commissioner, Economics and Statistics, Directorate of Economics and Statistics, DES.
- 9.10.4 The DES may check and ensure that the personnel engaged by the contractor, at no point of time, will be paid less than minimum rates of wages as prescribed and revised for, time to time by state/ Central Govt. Labour department under minimum wages act and other relevant acts, as the case may be.

- 9.10.5 The DES reserves the right to ask for replacement of a particular personnel employed by the contractor if the service of the individual/s are found unsatisfactory. But in case such a request for replacement is made, the contractor will ensure the compliance of the required legal formality.
- 9.10.6 The DES reserves absolute right to terminate the contract at any time with prior notice before the due date of expiry for administrative or performance-related reasons by giving one month's notice in advance to the contractor in writing. The DES shall also have the right to extend the contract in writing on the same terms and conditions or with some addition / deletion /modification for a further period until such time as a new contractor takes over in the event of DES resorting to the process of appointing a fresh contractor.
- 9.10.7 In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the contract / agreement then the same shall be referred to the Commissioner of DES, whose decision shall be final and binding upon both the parties. However, all matters jurisdiction shall be at the local courts located at Mumbai.
- 9.10.8 DES shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.
- 9.10.9 DES may maintain a reserve list of technically qualified Bidders, to be approached in case of failure of the selected Bidder.

9.11 Dealing Offence/ Loss etc.

- 9.11.1 In case of any theft or pilferages, loss or other offences, the contractor will investigate and submit a report to the DES and maintain liaison with the police. FIR will be lodged by the concerned wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
- 9.11.2 In case of any loss that might be caused to the DES due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Contractor and in this connection, the DES shall have the right to deduct appropriate amount from the bill of the contractor to make good such loss to the DES besides imposition of penalty.
- 9.11.3 In case of frequent lapses on the part of the personnel deployed by the contractor, the DES shall be within its right to terminate the contract forthwith or take any other action for administrative or performance-related reasons whatsoever.
- 9.11.4 In case, the personnel deployed by the contractor are found absent from duty any time or sleeping or found engaged in irregular activities, the DES shall deduct the requisite amount at the pro-rata from the bill of the contractor besides imposition of penalty for non-observance of the terms of contract.
- 9.11.5 In case of breach of any of the terms of agreement, the performance security deposit of the contractor shall be liable to be forfeited by the DES. In addition, the contract/ agreement will also be liable to be terminated. Any sum of money due or payable to the DES including the security deposit refundable to him under the contract can be appropriated by the DES against any amount which the contractor may owe to the DES.

9.12 Performance Security

- 9.12.1 The proceeds of the performance security shall be payable to the tendering authority as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract. The performance security/security deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.
- 9.12.2 In the event of any contract amendment, the contractor shall, within 10 days of receipt of such amendment, furnish the amendment to the performance security/security deposit, rendering the same valid for the duration of the contract, as amended for further period of 180 days thereafter.

9.13 Sub-Contract

The contractor shall not assign or subcontract the assignment or any part thereof to any other agency in any circumstances.

9.14 Special Conditions to this Contract

- 9.14.1 It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 9.14.2 The contractor will have to make their own arrangement for supervision/eye vigilance on the activities of the employees engaged by him. The contractor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanour on the part of his employees engaged in the department of the Tendering Authority in connection with the contract work. If the contractor's employees is/are found to be involved in such activities the contractor will be held responsible for the same, and apart from penalty / penal action, contractor will be liable for administrative action including debarring the contractor for future contracts.
- 9.14.3 The losses to government properties, if any by contract labourers, will be recovered from the contractor's payment. The demurrages charges/losses if any due to contractor will be recovered from the contractor. The contractor will have to abide by all security instructions and requirements as necessary and intimated by tendering authority.
- 9.14.4 A complaint register will be kept at suitable location for complaints with regard to any aspect of service provided by the contractor.

9.15 Termination for Insolvency & default

- 9.15.1 Termination for Insolvency:
DES may at any time (with prior notice where feasible) terminate the work order / contract by giving written notice of one month to the contractor, without any compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent.

9.15.2 Termination for default:

- (i) Default is said to have occurred
 - a. If the contractor fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by DES.
 - b. If the contractor fails to perform any other obligation(s) under the contract/work order.
- (ii) If the contractor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from DES (or takes longer period in spite of what DES may authorize in writing), DES may terminate the contract / work order in whole or in part. In addition to above, DES may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other contractor and the defaulting contractor shall be liable to compensate DES for any extra expenditure involved towards support service to complete the scope of work totally.

9.16 Resolution of Disputes

- i) The DES and the contractor shall make every effort to resolve amicably, by direct negotiation, any disagreement or disputes arising between them under or in connection with the any of the terms and conditions of the contract.
- ii) If within 30 days from the commencement of such negotiations, the DES and the Bidder have been unable to resolve dispute amicably, either party may refer it for resolution to the Commissioner, Economics and Statistics, Directorate of Economics & Statistics, Government of Maharashtra, who will decide it on merit.
- iii) An appeal against the order passed by the Commissioner of DES, Government of Maharashtra may be referred to the Addl. Chief Secretary (Planning), Government of Maharashtra as a sole arbitrator whose decision shall be final and binding on both the parties.
- iv) All legal proceedings shall fall under the jurisdiction of the courts in Mumbai.

ANNEXURE - A
TENDER OFFER FORM (TOF)

Date: _____

Tender Reference No.: _____

To,
The Commissioner Economics & Statistics,
Directorate of Economics & Statistics,
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai-400 051

SUBJECT:- TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR SUPPLY OF (OUTSOURCING) MANPOWER (PEONS AND DRIVERS).

Having examined the tender documents including all Annexures, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to work as the Contractor as mentioned in the scope of the work required by the Commissioner, Economics & Statistics, Directorate of Economics & Statistics, Government of Maharashtra, in conformity with the said tender documents.

I/We declare that we are an established service provider in the area of under the name and style of

I/We declare that we are equipped with adequate manpower for providing the services as per the parameters laid down in the Tender Document and we are prepared for presenting our capability and preparedness before the representatives of the Directorate of Economics & Statistics.

I/We undertake that the prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for providing the manpower.

I/We undertake, in the event of acceptance of our bid, that the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.

If our Bid is accepted, we shall submit the performance guarantee in the form of a bank guarantee for a sum of 3% of the annual contract value for the due performance of the Contract during the Contract period at the time of signing the agreement, in the form prescribed by the Tendering Authority.

I/We agree to abide by this Bid for the period of two years from the date of issue of the work order (extendable by one year) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

We agree to the terms and conditions mentioned in the Tender Document.

Dated this ____ day of _____ Signature: _____

(In the Capacity of :) _____

Duly authorized to sign the tender offer for and on behalf of

.....

ANNEXURE - B

BIDDER'S AUTHORIZATION CERTIFICATE

To,
The Commissioner, Economics & Statistics,
Directorate of Economics & Statistics,
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai-400 051

< Bidder's Name > -----< Designation > -----

is hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference < Tender No. and Date > ----- . He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

The specimen signature of the authorized person is as follows:



Authorized Signatory

< Name >

Seal

This tender document is not transferable

.....

ANNEXURE - C

SELF-DECLARATION (NOTARIZED AFFIDAVIT)

Ref: _____

Date: _____

To,
The Commissioner, Economics & Statistics,
Directorate of Economics & Statistics,
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai-400 051

1. In response to the Tender No. _____ Dated _____ as a owner/partner/Director of _____, I / We hereby declare that our Company _____ is having an unblemished past record and has not been declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.
2. I / We/ M/s _____ (Name of the Company) are not blacklisted by any Department of Government of Maharashtra, Government of India or any Government Undertaking.
3. I / We further undertake that our partner M/s _____ (Name & Address of Bidder) having office at _____ is also not blacklisted by any Department of Government of Maharashtra, Government of India or any Government Undertaking..
4. I /We hereby declare that there are no pending legal cases against M/s _____ (Name & Address of Bidder) with Government of Maharashtra or any other court of law.
5. I / We hereby declare that the Bidder's company or Director/Owner of the company have not been declared as insolvent by any Court or Competent Authorities or involved in any fraudulent activities (Economical & Criminal).
6. I/We hereby declare that our EMD/Security Deposit/Performance Security Deposit has never been forfeited by the Directorate of Economics & Statistics (DES) or any other Government Department in connection with any tender.
- 7.

Name of the Bidder:

Signature:

Seal of the Organization:

.....

ANNEXURE - D**DETAILS OF BIDDER**

Please ensure that your response addresses each question clearly and comprehensively. If additional schedules, annexures, or supporting documents are provided, they must be clearly referenced and linked to the corresponding question for ease of verification and evaluation.

1. General Profile of the Company / Firm

Sr. No.	Particulars	Details
1	Name and Address of the Company / Firm with Telephone Nos., Fax, E-mail and Website	
2	Date of Incorporation	
3	Offices Situated at Different Locations	
4	Infrastructure Facilities	
5	Average Turnover for the Last Three Years	
6	Executive Profile	
7	GST Registration Number	
8	PAN Number	
9	ESIS Code	
10	EPF Code	
11	Premises / Space Available (in sq. ft.)	
12	PTRC	

2. Details of Manpower

2.1 Technical Personnel available:

2.2 Number of Operators:

2.3 Number of Supervisors:

2.4 Number of Managers:

3. List of Clients (For the Last Three Years)

Sr. No.	Name and Address of the Client with Tel. No.	Contact Person & Contact Number	Nature of Job	Total Value of Contract (in ₹)
1				
2				
3				

(Separate sheets may be attached to elaborate the projects undertaken.)

4. Quality Certificate, if any:

S.N.	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date

5. Awards for products/Services, if any:

6. Name, address, and contact details [Office, Residence, and Mobile number] of the authorized person to whom all communications and references regarding this tender shall be directed:

S.N.	Name of the Certificate	Certified By	Year of getting Certification	Field of Award (S/W development Consultancy etc.)

Telephone:**Office -****Residence -****Mobile -****Fax No.:****E-mail:****Place:****Date:****Signature:****Name:****Company Seal:****Note:**

[1] Inadequate information will lead to disqualification of the bidder.

[2] All information furnished shall be duly supported by official documents

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ANNEXURE-E

**DETAILS OF KEY MANPOWER EXCLUSIVELY ASSOCIATED
WITH THIS PROJECT**

NAME OF THE FIRM: _____

Sr. No.	Name of the Person	Qualification	Designation	Contact No.	Email-id
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Date:

Name of the Bidder:

Place:

Signature:

Seal of the Organization

.....

ANNEXURE-F**PERFORMANCE STATEMENT**

Bid No. _____

Date of Opening: _____

Name of the Firm: _____

Details of past contract similar to this contract (for a period of last Three years):

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Number of Persons provided	Total Annual Value of the Contract (In Rs.)	Completed or Ongoing	Penalty imposed by clients if any

*(Separate pages may be used to elaborate the projects undertaken).***Note:**

Kindly enclose work orders along with corresponding completion certificates or client testimonials issued by the respective organizations for whom the work was executed.

Date:

Name of the Bidder:

Place:

Signature:

Seal of the Organization

.....

ANNEXURE-G**Format of an Escalation Matrix for Problem Solving**

Escalation Level	Designation / Contact Person	Responsibility	Contact Details	Response Time (Max.)	Escalation Reason
Level 1	Site Supervisor / Coordinator	Daily coordination, attendance issues, first-level complaint handling	Name: Phone: Email:	1 DAY	Minor issues, absence, ID card, daily work complaints
Level 2	Area / Project Manager	Replacements, repeated absenteeism, misconduct, delays in salary	Name: Phone: Email:	2 DAYS	Repeated issues not resolved at Level 1
Level 3	Regional Manager / HR Head	Policy-level decisions, long-term absenteeism, serious HR issues	Name: Phone: Email:	2 DAYS	No resolution or inappropriate handling at Level 2
Level 4	CEO / Partner / Owner	Escalation for critical or contractual breaches (e.g., non-deployment, fraud, dispute)	Name: Phone: Email:	5 DAYS	Major service failure, legal/SLA breach, non-compliance

Annexure-I**Manpower Requirement and Essential Qualification**

Sr. No	Category	Tentative Manpower Requirement	Age and Minimum qualification requirements	Minimum Experience	Annual Estimated Cost Rs.	Remark
1	Peon	65	1) Age of the personnel must be between 19 and 45 years 2) Possess Secondary School Certificate from the recognized school (SSC)	1 Year	1,53,55,080/-	Experience of performing office support tasks such as filing, delivering documents, and assisting staff.
2	Drivers	37	1) Age of the personnel must be between 21 and 45 years 2) Possess a driving license to drive a light motor vehicle or medium passenger motor vehicle or heavy passenger motor vehicle under the Motor Vehicles Act, 1988 (59 of 1988), issued by the Competent Licensing Authority 3) Has passed Secondary School Certificate Examination from the recognized school (SSC) 4) Possess not less than three years experience of driving a light motor vehicle or medium passenger motor vehicle or heavy passenger motor vehicles in government, semi-government or private institutions 5) Possess basic knowledge of repairing the motor vehicle 6) Has a clean record of driving motor vehicle and possess good health Note. - "Clean record of driving vehicle" includes the following points :-	3 Years	1,24,22,232/-	

			<ul style="list-style-type: none"> i. He shall not have been held guilty for the offence of driving under influence of drugs or alcohol or any cognizable offence under the Motor Vehicle Act, 1988 (59 of 1988). ii. There shall not be any accident registered against the driver. 			
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Note:

These numbers and locations of manpower are tentative and may increase or decrease depending upon timely requirement.

Annexure-II

NO RELATION CERTIFICATE

I.....S/O.....

R/O.....here by certify that none of my relative(s), directly or indirectly, is/are employed in the DES, Government of Maharashtra, as per details mentioned in tender document. In case, at any stage, it is found that the information submitted by me is false, DES shall have the absolute right to take any civil or criminal action as deemed fit / without any prior intimation to me.

Signed.....

For and on behalf of the Bidder

Name:

Position:

Date:

Annexure- III
TECHNICAL BID FORM

Tender No.

Date.....

To,
The Commissioner,
Directorate of Economics & Statistics,
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai-400 051

SUB: E-TENDER FOR SUPPLY OF (OUTSOURCING) MANPOWER (PEONS AND DRIVERS).

Sir,

With reference to Tender No. _____ Dated _____ regarding notice inviting tender for providing skilled/unskilled Manpower Services. We have read the terms and conditions in the Bid Document and accept the same and furnish the following.

Sr. No.	Particulars	Attached Yes / No	Page No.
1	Tender Fee online of Rs.10,000/-	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Earnest Money Deposit online of Rs.3,00,000/-	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Registration Certificate of		
	A. Company Act Registration	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	B. Shops & Establishment Act License	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	C. Proprietorship/partnership firm / Association of persons/ Body of individuals/ Co-operative society/ Any other artificial juridical person	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	D. Udyam Aadhar Registration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Labor Laws /Labour/ manpower supply license obtained from competent authority		
	A. Contract Labor Regulation Act 1970	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	B. Employees Provident Fund Organization Registration certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	C. Employees State Insurance Corporation Registration certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	D. Profession Tax Act (PTRC) Registration certificates	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	GST Registration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	PAN Card No. and attested copy	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	An attested copy of Clearance Certificate or Income Tax return statement for last 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	An attested copy of Clearance Certificate or GST return statement for last 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	PTRC No dues Certificate or copies of PTRC Return statement for last 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No	

10	Attested copies of experience certificates for satisfactorily /unsatisfactorily completed or ongoing works/services, issued by the Central Government, State Government, or Government Undertaking organizations, shall be submitted. In the case of large corporate, experience certificates from such organizations shall also be accepted. The Bidder shall submit relevant work experience certificates clearly indicating the nature of work, value of the work order, period of the work order, name of the organization, and the name, designation, and contact details of the officer in charge of monitoring the contract. Additionally, the Bidder shall provide experience certificates for satisfactorily executed work orders within the last six months, along with actual payment bills for Labour Contract Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Certificate of C.A. for last three years turn over Turnover in Rs.		
	Year 2022-2023	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Year 2023-2024	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Year 2024-2025	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Average turn over of last 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Copies of audit report and audited balance sheet for the completed last 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13	Copies of Manpower Wages roll and EPF/ ESIS Challan	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14	No Relation Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15	Undertaking on a stamp paper that the Bidder has not been blacklisted	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16	Manpower Enrolled list	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17	Address and contact numbers of all offices located in Maharashtra including operational office at Mumbai, Navi Mumbai or Thane and supporting documents to prove that the office is operational.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18	Names & Contact Details of 5 key employees working in the office mentioned above	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19	Copies of ISO certificate/ Quality Certification of National or International standards	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20	Any other documents to prove minimum eligibility criteria as mentioned in clause no.(5.1)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21	Any other documents please specify	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Yours truthfully,

Name:

Address:

Telephone:

Seal of the firm

Date:

Annexure-IV-A

FINANCIAL BID FORM

Tender No.....

Date:.....

To,
The Commissioner Economics & Statistics,
Directorate of Economics & Statistics,
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai-400 051

Respected Sir,

1. Having thoroughly read and understood the conditions of contract and services to be provided, I/we, undersigned, offer to provide manpower in conformity with the conditions of contract and specifications for the manpower shown in the Annexure IV-B attached herewith and forms an integral part of this Bid.
2. Financial Bid for the services as per this tender is service charges per person per month over and above all statutory dues/wages per month payable to the employees specified as per the Annexure IV-B.
3. I/We undertake, to enter into a formal agreement within ten (10) days of being called upon to do so and bear all expenses including charges for stamps etc. The agreement shall be legally binding upon us.
4. In case our Bid is accepted, we agree to submit a demand draft or a bank guarantee from a Nationalized Bank for an amount not exceeding 3% of the total contract value, as a guarantee for the due performance of the contract.
5. We agree to keep this Bid valid and binding for a period of two (2) years from the date of issuance of the work order (extendable by one (1) year), and we will honor it without any changes during this period.
6. Until a formal agreement is signed and executed, this Bid, along with your written acceptance and the award of the contract, shall constitute a binding contract between us.
7. We understand and acknowledge that you are under no obligation to accept the lowest or any bid you may receive.

Dated this Day of 2025

Signature of

In the capacity of

Duly authorized to sign the bid for and on behalf of

.....

Witness:

Address:

Signature of Bidder

Seal :

Date:

Annexure-IV-B**Detailed Wage Structure of Manpower (Peon):**

Sr. No.	Component		Percentage	Amount (in ₹)
1	Basic Pay			10,021
2	Dearness /Special Allowance (DA)			3,614
	Total Monthly Salary (1+2)	A		13,635
3	Allowances			
i	House Rent Allowance (On Basic + DA)		5%	682
ii	Bonus Provision (On Basic + DA)		8.33%	1,136
iii	Leave Provision (On Basic + DA)		7.37%	1,005
	Total Monthly Salary + Allowances	B		16,458
4	Employer's Statutory Contribution			
i	Provident Fund (On Basic + DA)		13%	1,773
ii	Administrative Charges on Provident Fund(On Basic+DA)		1.15%	157
iii	ESIS (On Basic + DA+ Allowances)		3.25%	535
iv	Labour Welfare Fund			6
	Total Statutory Contribution	C		2,471
	Gross Salary Monthly	D = B+C		18,929
5	Bidder's Profit Margin (Service Charges per person per month) (To be filled by Bidder) (Bidder's Quoted Rate)	E		
6	Total wages payable to Bidder before applying tax	F = D+E		
7	GST (as applicable)	G	18%	
	Grand Total with GST	H = F+G		
8	Employee Deductions			
i	Provident Fund (On Basic + DA)		12%	1,636
ii	ESIS (On Basic + DA)		0.75%	102
iii	Professional Tax			200
9	Total Employee Deductions	I		1,938
10	Total Monthly Amount Payable to Employee on contract basis by the Bidder	J=B-I		14,520

The Actual traveling expenses incurred by deployed manpower (peon) for official duties shall be reimbursed in accordance with Government norms. (Presently as per the Government Resolution, Finance Department, dated 03/03/2010)

The mode of travel and eligible fare entitlements are as follows:

- Ordinary Mail, Express, Passenger, and Superfast Trains: Second Class fare
- Public Road Transport: Actual Public Transport Fare
- Local Train: Second Class fare

Signature of Bidder

Seal of the firm

Date:

Detailed Wage Structure of Manpower (Driver):

Sr. No.	Component		Percentage	Amount (in ₹)
1	Basic Pay			18975
2	Dearness /Special Allowance (DA)			406
	Total Monthly Salary (1+2)	A		19,381
3	Allowances			
i	House Rent Allowance (On Basic + DA)		5%	969
ii	Bonus Provision (On Basic + DA)		8.33%	1615
iii	Leave Provision (On Basic + DA)		7.37%	1428
	Total Monthly Salary + Allowances	B		23,393
4	Employer's Statutory Contribution			
i	Provident Fund (On Basic + DA)		13%	2520
ii	Administrative Charges on Provident Fund(On Basic + DA)		1.15%	223
iii	ESIS (On Basic + DA+ Allowances)		3.25%	760
iv	Labour Welfare Fund			6
	Total Statutory Contribution	C		3509
	Gross Salary Monthly	D = B + C		26,902
5	Bidder's Profit Margin (Service Charges per person per month) (Bidder's Quoted Rate)	E		
6	Total wages payable to Bidder before applying tax	F = D + E		
7	GST (as applicable)	G	18%	
	Grand Total with GST	H = F + G		
8	Employee Deductions			
i	Provident Fund (On Basic + DA)		12%	2326
ii	ESIS (On Basic + DA)		0.75%	145
iii	Professional Tax			200
9	Total Employee Deductions	I		2671
10	Total Monthly Amount Payable to Employee on contract basis by the Bidder	J=B-I		20,722

Overtime :- As per Government of Maharashtra norms. (Presently as per the Government Resolution, Government of Maharashtra, Finance Department, dated 07/08/2023) in the event a driver is required to work for more than ten (10) hours in a day, overtime remuneration shall be payable at the rate of ₹100 (Rupees One Hundred only) per hour. The total overtime remuneration in any given month shall not exceed thirty percent (30%) of the driver's total monthly wages.

Signature of Bidder

Seal of the firm:

Date:

Annexure-V

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To,
The Commissioner Economics & Statistics,
Directorate of Economics & Statistics,
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai-400 051

Sub: Authorization for attending Bid Opening on _____ (Date) for the Tender of

Respected Sir,

Following person is hereby authorized to attend the Bid Opening for the tender mentioned above on behalf of _____
(Bidder's Name):

Authorized Representative:

Name: _____

Specimen Signature: _____

Alternate Representative (if applicable):

Name: _____

Specimen Signature: _____

Signature of Bidder: _____

Or

Officer Authorized to Sign the Bid Documents on behalf of the Bidder: _____

Notes:

1. Only one representative will be permitted to attend the bid opening. An alternate representative will be allowed entry only in the event that the primary representative is unable to attend.
2. Entry to the hall where the bids are opened may be refused if the authorization, as prescribed above, is not presented or if it is incomplete.

Annexure- VI

PERFORMANCE BANK GUARANTEE FORM

1. In consideration of Directorate of Economics & Statistics (hereinafter called the DES) having agreed to exempt _____ (hereinafter called the said contractor(s) from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said contractor(s) of the terms and conditions to be contained in an agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (here in after referred to as “the Bank”) at the request of _____ Contractor’s do hereby undertake to pay to the DES, Government of Maharashtra, an amount of not exceeding _____ against any loss or damage caused to or suffered or will be caused to or suffered by the DES by reason of any breach by the said contractor’s of any of the terms and conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DES stating that the amount claimed is due by way of loss or damages caused to or will be caused to or suffered by the DES, reason of breach by the said contractor’s of any of the terms and conditions contained in the said agreement or by reason of the contractor(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DES, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the DES, Government of Maharashtra any money so demanded notwithstanding any disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of two years from date herein and further agrees to extend the same from time to time (one year thereafter) so that it shall continue to be enforceable till all the dues of the DES under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DES certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree that the DES shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractors(s) from time to time or to postpone for any time to time any of the powers exercisable by the DES against the said contractor(s) and to forbear 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, and or any omission on the part of the DES or any indulgence by the DES to the said contractor(s) or by any such matter or thing

whatsoever which under the law relating to sureties will, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DES.

8. To give effect to this guarantee it shall be competent for the DES to act as though the bank were the principal debtor.

9. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or any other guarantees or guarantee hereto for given by the bank to the DES and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

10. We ----- (name of bank with address) undertake not to revoke this guarantee during its currency, except with the previous consent of the DES in writing.

11. We ----- (name of bank with address) further agree with the DES that the DES 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 tender documents or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DES against the said contractor and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the DES or any indulgence by the DES to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties will, but for this provision, have effect of so relieving us.

12. Notwithstanding anything contained herein: Our liability under this bank guarantee shall not exceed Rs..... (Rs..... only.) This bank guarantee shall be valid up to from..... We are liable only to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....This guarantee shall automatically be cancelled on notwithstanding that the original guarantee documents may not be returned to us by you.

For:

(Indicating the name of the bank)

N.B.: This guarantee shall be issued on non-judicial stamped paper, stamped in accordance the stamp act.

Annexure-VII**Commercial Bid Evaluation****Financial Bid Details - Manpower (Peon) Service Charges**

Sr. No.	Bidder / Tenderer Name	Per Person per Month Service / Agency Charges for peon (₹)
1		
2		
3		
4		
5		

Financial Bid Details - Manpower (Driver) Service Charges

Sr. No.	Bidder / Tenderer Name	Per Person per Month Charges for Drivers (₹)
1		
2		
3		
4		
5		

The Lowest Financial Bidder (L1) will be identified based on the quoted service/agency charges and shall be awarded the contract accordingly. In the event that two or more bidders quote the same service charge, the bidder with the highest technical score among them shall be declared the final L1 (lowest) bidder. The decision of the Bid Evaluation Committee shall be final and binding on all participating bidders.

Annexure-VIII**Technical Evaluation Scoring Matrix**

Each eligible Bidder will be technically evaluated on the following criteria:

Sr. No.	Technical Scoring Criteria	Documents to be Provided	Marks Allotted	Scoring Details
1	Bidder should be legally registered in India as Manpower Agency for at last 5 years	Copy of Registration Certificate (Proprietorship/Partnership/LLP/ Company/Society/Co-op etc.)	5	< 5 years = 0 marks > 5 years = 5 marks
2	Experience of at least 3 manpower projects with Govt/PSU/Corporate in last 5 years	Copy of Work Orders / Purchase Orders	10	≤ 3 projects = 5 marks > 3 projects = 10 marks
3	Experience in similar projects (based on manpower volume) in last 5 years	Copy of Work Orders / Purchase Orders	10	< 100 manpower = 0 100–300 = 5 marks 300–500 = 7 marks > 500 = 10 marks
4	Provided past work Experience certificate of last Three years of all organizations worked for	Copies of Experience certificate of last Three years	10	Provided past work Experience certificate of all Organizations worked for last three years: 10 Marks Else : 0 Marks
5	Minimum 100 manpower with PF & ESIC deposited in last 6 months	PF & ESIC Challans, ECR & Contribution Records	15	≤ 100 = 0 marks 100–300 = 10 marks >300 = 15 marks
6	Minimum Average Annual Turnover of ₹5 Cr in last 3 FYs (F.Y. 2022-23, 2023-24, 2024-25)	CA Certificate showing Average Turnover from Manpower Supply Services	20	< ₹5 Cr = 0 marks ₹5-10 Cr = 10 marks ₹10 - 15 Cr = 15 marks > ₹15 Cr = 20 marks
8	ISO Certifications: ISO 9001:2015 & ISO 45001:2018	Copies of valid ISO certificates	5	ISO certificates presented = 5 marks If none = 0 marks
9	Office Location -	Shop & Establishment Registration Certificate under Act, 1948	5	Head/Registered office in Mumbai/Thane/Navi Mumbai: 10 Marks Branch office in Mumbai/Thane/Navi Mumbai: 5 Marks Neither: 0 Marks
10	PT Clearance Certificate for last 3 years	Copies of PT Clearance Certificates	5	All 3 years provided = 5 marks If not = 0 marks

The minimum technical score required to qualify is 55 marks out of 85 marks. Bidders scoring less than 55 marks shall be disqualified from further evaluation.

Presentation Evaluation Criteria Table

Total Marks for presentation : 15

Sr. No.	Technical Scoring Criteria	Documents to be Provided	Marks Allotted	Scoring Details
1	Understanding of Scope	Written statement or presentation demonstrating understanding	3	Clear understanding of the RFP's objectives, scope of work, and expected services
2	Deployment & Resource Planning	Deployment plan, backup arrangements, statewide service proof	3	Clarity on manpower deployment, backup arrangements, and statewide service availability
3	Operations & Monitoring	Description of attendance systems, reporting tools, helpdesk	3	System for attendance (biometric/online), reporting, helpdesk, and complaint redressal mechanisms
4	Legal & Statutory Compliance	Compliance plan and related certificates	3	Plan for ensuring compliance with EPF, ESI, GST, minimum wages, and applicable labour laws
5	Presentation Quality & Clarity	Presentation slides or write-up(5-10 min)	3	Use of visuals/slides, structure, time management, handling of questions, overall professionalism

Note:

- The total marks for the evaluation, combining both the Technical Evaluation and Presentation Evaluation, amount to 100 marks. To qualify, bidders must achieve a minimum score of 70 marks. Only those bidders who secure 70 marks or above will be considered eligible for the next stage of the evaluation process.
- All bidders securing more than 70 marks will be ranked. The bidder obtaining the highest technical score will be assigned Rank 1, and the remaining bidders will be ranked in descending order of their technical scores.
- In the event that two or more bidders quote the same service charge, the bidder with the highest technical score among them shall be declared the final L1 (lowest) bidder.

Annexure-IX

CHECKLIST OF DOCUMENTS REQUIRED FOR E-TENDER

TECHNICAL BID DOCUMENTS :

1. Annexure-A: Tender Offer Form
2. Annexure-B: Bidder's Authorization Certificate
3. Annexure-C: Self-Declaration for Unblemished Record (Notarized Affidavit)
4. Annexure-D: Details of Bidder
5. Annexure-E: Details of Proposed Manpower & Key Staff
6. Annexure-F: Performance Statement with Supporting Documents
7. Annexure-II: No Relation Certificate
8. Annexure-III: Technical Bid Form
9. Problem Escalation Mechanism (with contact details upto CEO level)
10. Certificate of Incorporation/Registration
11. PAN Card Copy
12. GST Registration Certificate
13. Profession Tax Registration Certificate (PTRC)
14. EPF and ESIS Registration Certificates
15. Tax Clearance Proof or Returns for last 3 years
16. Work Experience Certificates (Minimum one contract of two crore+)
17. Audited Balance Sheets for last 3 years (2 Cr. turnover/year)
18. Proof of Office in Mumbai/Mumbai Suburban/Thane
19. List of 5 Key Employees with contact details and email IDs
20. Self-Certificate of No Blacklisting (on Stamp Paper)
21. Acceptance Letter for Tender Terms and Conditions
22. Certified Translation for non-English/Marathi documents (if any)
23. ISO certificate/ Quality Certification of National or International standards
24. Udyam Aadhar Registration Certificate
25. Experience certificate of satisfactory or unsatisfactory service issued by any employer

FINANCIAL BID DOCUMENTS (Online submission):

1. Annexure IV-A: Financial Bid Form (Online format)
2. Annexure IV-B: Manpower Rate and Charges (Monthly Service Charges)
3. GST Details (included separately as applicable)