

ADDITIONAL TERMS AND CONDITIONS FOR BIDDERS

The following Additional Terms and Conditions shall form an integral part of the Tender/Bid Document and shall be binding upon the successful Bidder/Service Provider throughout the currency of the Contract:

1. Earnest Money Deposit (EMD)

1.1 The Bidder shall submit the Earnest Money Deposit (EMD) in the form of an Account Payee Demand Draft drawn in favour of “**DDO, Prasar Bharati, All India Radio**”, payable at Bhopal.

1.2 A scanned copy of the Demand Draft and/or valid proof of payment of the EMD shall be uploaded along with the Bid Documents within the stipulated bid submission period.

1.3 The original Demand Draft/proof of payment shall be submitted/delivered to the Buyer within **five (5) days from the Bid End Date/Bid Opening Date**, as applicable.

1.4 Failure to submit the original EMD within the prescribed period may render the Bid liable for rejection, in accordance with the applicable tender terms and conditions.

2. Payment of Salaries and Wages

2.1 The Service Provider shall, entirely at its own cost and responsibility, make timely payment of salaries/wages to all personnel deployed under the Contract before raising any claim for reimbursement/payment from the Buyer.

2.2 The Service Provider shall ensure that all wages, salaries and statutory dues payable to the deployed personnel are paid within the prescribed time and strictly in accordance with applicable labour laws and statutory requirements.

3. Net Worth of Original Equipment Manufacturer (OEM)

3.1 Wherever applicable, the Net Worth of the Original Equipment Manufacturer (OEM) shall be positive as reflected in its latest audited financial statements.

3.2 The Bidder shall furnish documentary evidence in support of the above requirement whenever required by the Buyer.

4. Duty Hours and Attendance

4.1 The normal duty hours for the deployed **Data Entry Operator (DEO)/Multi-Tasking Staff (MTS)** shall ordinarily be from **09:30 hours to 18:00 hours**, or such other timings as may be prescribed by the Competent Authority.

4.2 Strict punctuality, regular attendance and satisfactory performance shall be essential conditions of the engagement.

4.3 The deployed personnel may, whenever necessitated by exigencies of official work, be required to perform duties on weekly off days or holidays, subject to the directions of the Competent Authority and applicable rules.

4.4 Where duties are performed on a weekly off day, compensatory leave/off shall be provided on another working day, wherever admissible, subject to the approval of the Competent Authority and applicable rules.

5. Leave and Provision of Substitute Manpower

5.1 The deployed DEO/MTS shall inform the concerned office and the Service Provider sufficiently in advance of any intended absence or leave, except in cases of unavoidable circumstances.

5.2 In the event of absence beyond the permissible period, or where such absence is likely to adversely affect the functioning of the office, the Service Provider shall, at its own responsibility and without disruption to official work, arrange suitable substitute manpower as required.

5.3 Any substitute personnel shall possess qualifications and experience commensurate with the requirements of the Contract and shall be subject to acceptance by the Buyer, wherever applicable.

6. Wages Linked to Attendance and Deployment

6.1 Payment of wages to the deployed DEO/MTS shall be based strictly upon actual attendance and deployment at the designated place of work, subject to the terms and conditions of the Contract.

6.2 The Service Provider shall maintain proper attendance and deployment records and shall produce the same before the Buyer whenever required.

6.3 The Service Provider shall ensure that wages are paid to all deployed personnel within the first week of the succeeding month and, in any event, **not later than the 5th day of every month**, subject to applicable law.

7. Nature and Scope of Duties

7.1 The deployed DEO/MTS shall perform duties assigned by the Competent Authority or any officer duly authorized by the Buyer in connection with the functioning of the office.

7.2 Such duties may include data entry, record maintenance, office assistance, movement of files/documents, reasonable manual assistance and other ancillary or incidental duties connected with official work, commensurate with the nature of the engagement.

7.3 The personnel deployed shall perform their assigned duties diligently, efficiently and in accordance with the instructions issued by the Competent Authority from time to time.

8. Biometric Attendance System

8.1 The Agency/Bidder shall, wherever required by the Buyer, install, operate and maintain a suitable biometric attendance system/machine at its own cost for recording and monitoring the attendance of the personnel deployed under the Contract.

8.2 The attendance records generated through the biometric system shall be maintained properly and shall be made available to the Buyer for verification whenever required.

9. Local Office Requirement

9.1 The Bidder/Service Provider shall have and maintain a **functional office within Bhopal, Madhya Pradesh**, throughout the period of the Contract.

9.2 Documentary proof of the office address, such as valid registration, lease/rent agreement, ownership document or other acceptable evidence, shall be furnished along with the Bid or at any stage during the Contract period whenever demanded by the Buyer.

9.3 The Buyer shall have the right to verify the existence and functioning of the declared office.

10. Timely Payment of Wages

10.1 The Service Provider shall ensure that the salaries/wages payable to all deployed personnel are credited/paid **latest by the 5th day of every month**, in accordance with applicable labour laws and statutory requirements.

10.2 The Service Provider shall maintain documentary evidence of such payments and shall furnish the same to the Buyer whenever required.

11. Submission of Monthly Bills

11.1 The Service Provider shall submit its monthly bill/invoice to the Buyer **latest by the 5th day of the succeeding month**.

11.2 Each monthly bill shall be accompanied by all requisite supporting documents, including, but not limited to:

- Attendance records;
- Deployment details;
- Wage payment records;
- Proof of statutory compliance;
- Applicable statutory challans/returns;
- GST-related documents, wherever applicable; and

- Any other documents prescribed or required by the Buyer.

11.3 The Buyer shall process the bill subject to verification and acceptance of the services and supporting documents in accordance with the Contract.

12. Similar Work Experience

12.1 The Bidder shall have a minimum of **three (3) years of relevant experience** in providing Data Entry Operators (DEOs), Multi-Tasking Staff (MTS), or similar manpower services to Central Government offices/organizations.

12.2 The Bidder shall submit documentary evidence in support of the claimed experience along with the Bid.

12.3 The Buyer reserves the right to verify the authenticity and adequacy of the experience documents submitted by the Bidder.

13. Income Tax Returns and Financial Capacity

13.1 The Bidder shall submit Income Tax Return (ITR) statements for the **preceding three (3) financial years**, along with such other financial documents as may be prescribed in the Tender Document.

13.2 The documents submitted shall support the turnover, financial capacity and other financial declarations made by the Bidder in its Bid.

13.3 Any discrepancy or material misrepresentation in the financial documents may result in rejection of the Bid or such other action as may be permissible under the applicable rules and terms of the Tender.

14. GST Registration

14.1 The Bidder shall possess a valid **Goods and Services Tax Identification Number (GSTIN)** and shall comply with all applicable GST laws and regulations.

14.2 A self-attested copy of the valid GST Registration Certificate shall be uploaded/submitted along with the Bid Documents.

14.3 The Service Provider shall remain responsible for timely compliance with all applicable GST-related statutory obligations throughout the Contract period.

15. Jurisdiction

15.1 Any dispute, difference, claim or controversy arising out of or in connection with the Tender, Contract or services rendered thereunder shall be dealt with in accordance with the dispute resolution provisions contained in the Tender/Contract.

15.2 Subject to the applicable laws, rules and dispute resolution provisions, the **courts having territorial jurisdiction at Bhopal, Madhya Pradesh**, shall have jurisdiction in respect of legal proceedings arising out of or in connection with the Tender or Contract.

16. Compliance with Applicable Laws

16.1 The Bidder/Service Provider shall comply with all applicable **Central and State Government laws, rules, regulations, labour laws, statutory requirements, notifications, orders and directions** issued by the Competent Authority from time to time.

16.2 The Service Provider shall be solely responsible for ensuring compliance with all statutory obligations relating to the personnel deployed under the Contract.

16.3 Any statutory liability arising on account of non-compliance by the Service Provider shall be borne by the Service Provider, without prejudice to any other rights and remedies available to the Buyer under the Contract or applicable law.

17. Responsibility of the Service Provider

17.1 The Service Provider shall remain fully responsible for the conduct, discipline, attendance, deployment and performance of all personnel engaged by it under the Contract.

17.2 The Service Provider shall ensure timely payment of wages and compliance with all applicable statutory obligations in respect of the personnel deployed.

17.3 The Service Provider shall take appropriate action in cases of misconduct, indiscipline, unauthorized absence or failure to perform assigned duties by its personnel.

17.4 Any failure, negligence, default or breach by the Service Provider in discharging its contractual or statutory obligations shall be dealt with in accordance with the terms and conditions of the Tender/Contract and applicable laws.

18. Administrative Approval and Work Order

18.1 The issuance, continuation and execution of the Work Order, including the **quantity, scope and period of work**, shall remain subject to the availability of administrative approval and approval of the Competent Authority from time to time, as applicable.

18.2 The Buyer reserves the right to modify, regulate, curtail or otherwise determine the quantity and/or period of services in accordance with administrative requirements, applicable rules and approvals of the Competent Authority.

18.3 No claim shall lie against the Buyer on account of any reduction, modification or variation in the quantity or period of work arising from administrative approval, statutory requirements or other circumstances permitted under the Tender/Contract.

19. General Provision

19.1 The above Additional Terms and Conditions shall be read in conjunction with the Tender Document, General Terms and Conditions, Special Terms and Conditions, Work Order and other applicable contractual documents.

19.2 In the event of any inconsistency between these Additional Terms and Conditions and any other provision of the Tender/Contract, the matter shall be governed by the order of precedence specified in the Tender/Contract and the applicable Government procurement rules.

19.3 The Bidder, by submitting its Bid, shall be deemed to have read, understood and accepted these Additional Terms and Conditions and shall comply with the same if awarded the Contract.