

ADDITIONAL TERMS AND CONDITIONS FOR BIDDERS

1. **Earnest Money Deposit (EMD):**

The bidder may submit the EMD in the form of an Account Payee Demand Draft drawn in favour of **“DDO, Prasar Bharati, All India Radio”**, payable at **Bhopal**. The bidder shall upload a scanned copy of the Demand Draft/proof of payment along with the bid documents and shall ensure submission/delivery of the original hard copy to the Buyer within **five (5) days from the Bid End Date/Bid Opening Date**, as applicable.

2. **Payment of Salaries and Wages:**

The Service Provider shall, at its own cost and responsibility, make payment of salaries/wages to all contracted personnel deployed at the Buyer's premises before raising a claim for reimbursement/payment from the Buyer. The Service Provider shall ensure timely and lawful payment of all wages and statutory dues to the deployed personnel.

3. **Net Worth of OEM:**

The Net Worth of the Original Equipment Manufacturer (OEM), wherever applicable, shall be positive as per the **latest audited financial statements**.

4. **Duty Hours and Attendance:**

The normal duty hours for the Data Entry Operator (DEO)/Multi-Tasking Staff (MTS) shall be from **09:30 hours to 18:00 hours**. Strict punctuality and regular attendance shall be essential requirements of the assignment. The deployed personnel may be required to perform duties on their weekly off days, whenever exigencies of work so require. In such cases, compensatory leave/off shall be provided on another working day, subject to the directions of the competent authority and applicable rules.

5. **Leave and Substitute Manpower:**

The deployed DEO/MTS shall inform the concerned office sufficiently in advance regarding any intended absence or leave, except in cases of unavoidable circumstances. Where the period of absence exceeds the permissible limit or is likely to adversely affect the functioning of the office, the Service Provider shall arrange suitable substitute manpower without any disruption to the assigned work.

6. **Wages Linked to Attendance:**

Payment of wages to the deployed DEO/MTS shall be strictly based on their actual attendance and deployment at the designated place of work, subject to the terms of the contract. The Service Provider shall ensure that wages are paid to the deployed personnel within the **first week of the succeeding month**, and in any event by the **5th day of every month**.

7. **Nature of Duties:**

The deployed DEO/MTS shall perform all duties assigned by the competent/higher officer in connection with the functioning of the office. This may include reasonable manual assistance and other ancillary duties as may be required for official work and as are commensurate with the nature of the engagement.

8. **Biometric Attendance:**

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

9. **Local Office Requirement:**

The bidder/Service Provider shall have a functional office located within **Bhopal**. Documentary proof of the office address may be required to be submitted along with the bid or at any stage during the contract period.

10. **Timely Payment of Wages:**

The bidder/Service Provider shall ensure that 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.

11. **Submission of Monthly Bills:**

The bidder/Service Provider shall submit its monthly bill/invoice, along with all requisite supporting documents, attendance records and other documents prescribed by the Buyer, **latest by the 5th day of the succeeding month**.

12. **Similar Work Experience:**

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**. Documentary evidence in support of such experience shall be submitted along with the bid.

13. **Income Tax Returns and Turnover:**

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 required, in support of its declared turnover and financial capacity.

14. **GST Registration:**

The bidder shall possess a valid **GSTIN registration** and shall upload a copy of the applicable GST Registration Certificate along with the bid documents.

15. **Jurisdiction:**

In the event of any dispute, difference, or claim arising out of or in connection with the tender, contract, or services provided thereunder, the courts having **territorial jurisdiction at Bhopal, Madhya Pradesh**, shall have jurisdiction, subject to the applicable laws and rules.

16. **Compliance with Applicable Laws:**

The bidder/Service Provider shall comply with all applicable Central and State Government laws, rules, regulations, labour laws, statutory requirements and directions issued by the competent authority from time to time in relation to the services and personnel deployed under the contract.

17. **Responsibility of the Service Provider:**

The Service Provider shall remain responsible for the conduct, discipline, attendance, timely payment of wages and compliance with all applicable statutory obligations in respect of the personnel deployed by it. Any failure in this regard shall be dealt with in accordance with the terms and conditions of the contract.