

OFFICE OF THE ACCOUNTANT GENERAL (A&E) KARNATAKA BENGALURU

Quotation for outsourcing the services of One Driver

Sealed Tenders are invited from reputed Manpower Agencies for outsourcing of services for Staff Car Driver in the Office of the Accountant General (A&E), Karnataka, Park House Road, Bengaluru-560001 for a period from July 2018 to March 2019.

2. Only those who fulfil the following minimum criteria need to submit their Bids: -
  - (a) The Manpower Supplying Agency should have been in existence for not less than three years and should have at least one full completed year of experience of supply of manpower to more than one Central Government Department/Office (proof in this regard may be attached with the bid).
  - (b) It should have been registered with the Government Authorities concerned (proof in this regard may be attached with the bid).
  - (c) It should have PAN/TAN and GSTIN Tax Registration (proof in this regard may be attached with the bid).
  - (d) It should not have been blacklisted/debarred/penalized by any Organization. A declaration in the prescribed format attached as Annexure-II to this effect is to be attached with the bid.
  - (e) It should be willing to take up the contract on the Terms and Conditions at Annexure-I. A Certificate to this effect is to be attached with the bid.
  
3. The Driver should essentially have:
  - (a) He should be in possession of valid Driving License for Light Motor Vehicle as well as experience of driving a motor car (four wheeler).
  - (b) He should be capable of driving Ambassador, Ford Fiesta and similar other cars.
  - (c) Experience of driving motor car of at least 2 years in Bengaluru and not been involved in any accidents.
  - (d) It is desirable that the Driver has qualified minimum 10<sup>th</sup> standard. He must be able to read English numerical and figures and must have thorough knowledge of Bengaluru roads and traffic regulations, and must have good knowledge of petrol and diesel engine vehicles enabling him to locate faults and rectify minor faults.
  - (e) His antecedents should have been got verified by the agency from the local police authorities.
  
4. The agency should provide Identification Card to the manpower provided.
5. The agency should ensure providing and wearing of necessary uniforms preferably white to the personnel provided.
6. Agency should ensure the regular and continuous supply of agreed personnel during the period of contract. A suitable replacement shall be provided in case of absentees. Failure to provide replacement will attract a suitable penalty as desired by the office.
7. Dereliction of duty, misbehavior or misconduct with the officer/staff will be viewed seriously.

8. Any damages/loss caused by the personnel provided by the contractor during the course of action shall be borne by the agency.
9. In case of any deficiency in service during the period of contract, this office has absolute right to terminate the contract without assigning any reasons or any compensation and EMD/Security deposit will be forfeited.
10. The payment for the services provided will be reimbursed on monthly basis on production of bills and necessary documents as mentioned below:
  - a. Salary slip along with acknowledgement of driver for previous month to be submitted.
  - b. Proof for remitting EPF and ESI with concerned authorities for each personnel for previous month provided to be submitted
  - c. Proof of remittance of Service Tax.
11. The agency shall be responsible to ensure for recovery and remittance of statutory benefits like ESI and Employees Provident Fund and necessary documents in support of which should be produced on demand.
12. Any claims/terminal benefits, due to the man power provided rests with the agency.
13. The agency should ensure that payments to the manpower engaged by them are made at the rates equal to or above those prescribed under the Minimum Wages Act.

The rates should be quoted taking into cognizance the Minimum Wages Act 1948 and the Minimum Wages (Central) Rules, Equal Remuneration Act 1976 and Central Rules 1976 and any other Acts passed by State Government/Central Government from time to time.
14. The quotation shall be accompanied by an Earnest Money Deposit of ₹25,000/- (Rupees Twenty Five Thousand only) in the form of demand draft drawn in favour of **"PAO, IAD, Bengaluru"** failing which the bid shall not be considered valid.
15. The quotation shall be submitted in sealed cover superscribing **"Quotation for supply of Outsourcing Staff"** and should contain:
  - (i) The proforma at Annexure-III (duly filled in and signed).
  - (ii) Agency profile including previous experience of same kind of work done to Government Departments etc.
  - (iii) Acceptance of terms and conditions at Annexure-I (duly signed).
  - (iv) Demand Draft for Earnest Money Deposit.
  - (v) Declaration in Annexure-II (duly signed).
  - (vi) All other required documents.
  - (vii) Rates quoted on monthly basis for normal duty hours of a driver per day per person for five days a week and rate per extra hour of duty when detained

beyond normal duty hours or called for duty on Saturday/Sunday/ Gazetted Holidays (Annexure-IV).

16. The sealed cover envelope should be addressed to the Senior Accounts Officer (OM), Office of the Accountant General (A&E), Karnataka, Bengaluru, No 1 Park House Road, Bengaluru-560 001 (telephone No. 080-22640253)

On any working day between 9.30 AM TO 6.00 PM. These are also available on website [www.agkar.cag.gov.in](http://www.agkar.cag.gov.in) . It shall be either sent by post or hand delivered latest by 3.00PM of 01<sup>st</sup> August, 2018.

17. The office reserves the right to accept or reject any, or all of the bids.

Sd/-

Senior Accounts Officer (OM)  
(Ph. No: 080 22640253)

## **ANNEXURE-I**

### **TERMS AND CONDITIONS**

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- (2) The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. A certificate to this effect along with proof of identity like driving license, bank account details, proof of residence and recent photograph should be submitted to this office before their deployment.
- (3) The Service Provider shall withdraw such employees who are found not suitable by the office for any reasons immediately on receipt of such a request from this office.
- (4) The service provider shall engage necessary persons as required by this office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary/wages and other dues every month. There is no master & servant relationship between the employees of the service provider and this office and further the engaged person of the service provider shall not putforth any claim whatsoever from this office.
- (5) The service provider's personnel shall not claim any benefit/compensation/regularization of services from this office under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act(s). Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.
- (6) The service provider's personnel shall not divulge or disclose to any person or persons any details of office, operation process, technical know-how, security arrangements, administrative/organisational matters as well as all other matters/documents which are confidential/ secret in nature.
- (7) The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the office. The service

provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.

- (8) That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.
- (9) The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith provide a replacement. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the office because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the office.
- (10) The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan and smoking.
- (11) The transportation, food, medical and other statutory requirement in respect of personnel of the service provider shall be borne by the service provider.
- (12) Working hours and days of this office shall be followed by the personnel. For Driver, the normal duty hours shall be from 08.00 A.M. to 08.00 P.M. including half hour lunch break. However, in exigencies of work, all or any of the personnel may be required to work late and they may be called on Saturday, Sunday and other Gazetted Holidays, if required. They may be paid extra wages by the Service Provider on the basis of a Certificate provided by the office as per the rates approved as in annexure-IV.
- (13) That the agency shall be wholly and exclusively responsible for payment of wages to each worker employed by him in this office in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including payment of Minimum Wages, EPF, ESI, Bonus etc. and the office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The service provider shall be responsible for contributions towards EPF, ESIC and other statutory payments/liabilities etc. wherever applicable. Proof of remittances in this regard may be required to be submitted to this office from time to time.
- (14) The service provider will submit the bill in triplicate in respect of a particular month on or before of 10th of every succeeding month. The payment will be released on receipt of the bill and after deduction of taxes deductible at source under the law in force. It is the responsibility of the service provider to pay the salary of the driver on or before 7<sup>th</sup> of every month and claim the reimbursement from the office.

- (15) Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- (16) No wage/remuneration will be paid to any staff for the days of absence from duty.
- (17) The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (18) The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this office to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office implementing the Contract from time to time.
- (19) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- (20) That the agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If this office suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this office for the same. The agency shall keep this office fully indemnified against any such loss or damage.

- (23) The service provider should be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees' State Insurance Corporation, etc. and a copy of each of such registration should be submitted along with the bid.
- (24) The successful tenderer will have to deposit a Performance Security Deposit of Rs.20,000/- (Rupees Twenty thousand) in the form of either a Fixed Deposit Receipt or Bank Guarantee from any Scheduled Commercial Bank drawn in favour of the **"Pay & Accounts Office, IAD Bengaluru"** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
- (25) The successful bidder will have to enter into an agreement with this office for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained during the period of the contract except when the same is required to be allowed keeping in view the revision of rate of minimum wages as notified by the Competent Authority concerned from time to time. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- (26) The service provider shall not assign, transfer, pledge or subcontract the performance or services to any other agency without the prior written consent of the office.
- (27) The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages etc. and any amount due to the agency from this office shall be forfeited by this office

- (29) On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- (30) In the event, if any dispute arises touching any of the clauses of the agreements, the matter will be referred to the competent authority of office of the Accountant General (A&E), Karnataka, Bengaluru whose decision shall be final and binding on both the parties.
- (31) Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the Courts of Bengaluru, Karnataka.

**Dated Signature of the authorised signatory with his/her name and designation and seal of the Firm.**



## **ANNEXURE – II**

### **DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Signatory of the \_\_\_\_\_ (name of the agency firm), is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. My agency/firm has not been blacklisted/debarred/penalized from participating in tender of any Ministry/Department of Government of India and Government of India Undertaking in the last three years.
4. The information/documents furnished along with the above application are true and authenticate to the best of my knowledge and belief. I am aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Dated Signature of the authorised signatory with his/her name and designation and seal of the Firm.**

**ANNEXURE -III**

<b>Sl. No.</b>	<b>Particulars</b>	
1	Name of the Agency	
2	Details of Earnest Money Deposit(EMD)	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s)	
5	Whether registered with all concerned Government authorities (EPF/PF/ESI/GST/ Service Tax/Income Tax etc.) (Copies of all certificates of registration to be enclosed.)	
6	a) EPF Registration No. b) ESI Registration No. c) Labour License No. (copies to be enclosed)	
7	a) PAN b) TAN c) Service Tax Regn No.  (Copies to be enclosed)	
8	Whether the firm is blacklisted/debarred/ penalized by any Govt. Department or any criminal case is registered against the firm or its owner / partner  (Undertaking to this effect is to be attached)	

<b>Sl. No.</b>	<b>Particulars</b>	
9	Length of experience in the field (proof is to be attached).	
10	Experience in dealing with Government Departments. (Indicate the names of the Departments and attach copies of contract orders placed on the agency)	
11	Whether a copy of the terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached?	
12	Whether the duly signed declaration in the format as at Annexure-IV attached?	
13	Whether agency profile is attached?	
14	List of other clients.	

**Dated Signature of the authorised signatory with his/her name and designation and seal of the Firm.**

**ANNEXURE –IV**

**FINANCIAL BID FOR PROVIDING DRIVER ON MONTHLY BASIS**

Particulars	Rate per person per month (normal hours of work as per Sl. No. 12 Annexure-I with five days in a week)		Rate per person per hour for duty beyond normal hours of work
	In figures	In words	
Driver (Contractual basis)			

**Item-wise rates**

Items	Driver	Remarks
Wages		
Provident Fund		
ESI Contributions		
Service Charges		
GST		
If any (to be specified)		
Total		

The wage structure should be in conformity with the latest minimum wages as notified by the Competent Authority from time to time.

**Signature of the authorised  
signatory with his/her name and  
designation and seal of the Firm**