

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

PARK HOUSE ROAD, BANGALURU 560 001

Tender No. ESI/A2/2016-17

Dated: 13/03/2017

TENDER NOTICE

Office of the **ACCOUNTANT GENERAL (A&E), KARNATAKA, BENGALURU**, invites sealed tenders for supply of manpower for Data Entry Work and other related Electronic Data Processing Work.

Sealed tenders addressed to the **Sr. Accounts Officer (HRD), Office of the Accountant General (A&E), Karnataka, Bengaluru, No 1 Park House Road, Bengaluru 560 001**, must reach latest by **3.00 pm on 31.03.2017**. The sealed quotations, superscribed as "**TENDER FOR SUPPLY OF PERSONNEL FOR DATA ENTRY WORK AND DATA PROCESSING WORK AND HINDI TYPIST WORK**" may be submitted to Senior Accounts Officer (HRD) of this office by the stipulated date and time. The contact person for all details is Senior Accounts Officer (HRD), Office of the Accountant General (A&E), Karnataka, Bengaluru, No 1 Park House Road, Bangalore 560 001 (telephone No. 080-22640254) on any working day between 9.30 AM TO 6.00 PM. These are also available on website www.agkar.cag.gov.in

The rates quoted should be excluding taxes, if any payable which may be mentioned separately. The ESI, EPF, Service Charges and Service Tax should be mentioned separately. It should be ensured that the rates are 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 Act passed by State Government/Central Government from time to time failing which the quotation is liable for rejection.

The Bids shall be opened by the Purchase Committee of Office of the Accountant General (A&E), Karnataka, Bengaluru, No 1 Park House Road, Bengaluru 560 001 on a date that would be intimated by the Purchase Committee and in the presence of such bidders who may wish to be present. The Competent Authority reserves the rights to reject any or all the tenders without assigning any reason.

**SD/
(SABIHA BANU)
SR. ACCOUNTS OFFICER(HRD)
Ph. No. 080-22640254**

Encl:

1. Annexure-I (General Terms and Conditions)
2. Annexure-II (Quoting of prices)
3. Annexure-III (Tender Application Form)

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ANNEXURE -I
GENERAL TERMS AND CONDITIONS

The Accountant General (A&E), Karnataka, Bengaluru shall select the 'eligible lowest bidder' for SUPPLY OF PERSONNEL FOR DATA ENTRY WORK AND OTHER RELATED ELECTRONIC DATA PROCESSING WORK.

The Fee for tender form is Rs1,000/- through DD drawn in favour of "PAO, IAD, Bangalore".

The agency should provide the manpower for the following services:

Data Entry Work and other related Electronic Data Processing Work and Hindi Typist 08 1/2 hours duty per day per month (15 Personnel) and one person for Hindi Typing. The agency should provide Identification Cards to the manpower provided.

Agency should ensure the regular and continuous supply of agreed manpower during the period of contract.

Dereliction of duty, misbehavior or misconduct with the staff/public will be viewed seriously.

Any damages/loss during the course of action shall be borne by the agency.

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.

The payment for the services provided will be reimbursed on monthly basis on production of bills and necessary documents.

The agency shall be responsible to ensure for recovery and remittance of statutory benefits like ESI and Provident Fund and necessary documents in support of which should be produced on demand.

Any claims/terminal benefits, due to the man power provided rests with the agency.

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 Act passed by State Government/Central Government from time to time.

Liability, if any arising in the Court of law/Tribunals governed by Constitution of India under these acts shall be borne solely by the Agency.

The agency should produce proof of remittance of Service Tax.

The Agency should be registered with State Government and on request details to be furnished.

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1. **Earnest Money Deposit:** Earnest Money Deposit (EMD) in the form of Demand Draft of any nationalized bank must be deposited by bidders along with their duly filled bidding documents. **Security Deposit of Rs.1,90,000/-** has to be furnished during submission of the tender. The validity of the Demand Draft must be for 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be drawn in favour of **“PAO,IAD, Bangalore”**.
 - 1.1 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions of this bidding document. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, or imposes any additional conditions, the aforesaid demand draft shall be forfeited.
 - 1.2 **The bids without Earnest Money Deposit shall be summarily rejected.**
 - 1.3 **Service Charge quoted should not be less than 2%. Service charge quoted less than the stipulated rate will result in disqualification of the Bid.**
 - 1.4 No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
 - 1.5 In case of bidders whose quotations are not considered for selection, the EMD will be returned in due course along with endorsement for payment to the bidders. In case of bidders whose tender is accepted for placing the order, Performance Security has to be submitted. EMD will be returned and on receipt of Performance Security. Performance Security will be valid till satisfactory completion of the contract.
2. **Preparation and submission of Bids:**

Interested bidders may visit the Office and inspect the premises before quoting the prices in the specified proforma (Annexure-II) along with Earnest Money Deposit supported by all other information as asked for in Annexure-III and herein the bidding document.

Sealed Tenders for supply of personnel for DATA ENTRY WORK AND OTHER RELATED ELECTRONIC DATA PROCESSING WORK.

The bids should be submitted in the integrated manner. The Bid should be sealed by the bidder in a cover superscribed as **SUPPLY OF PERSONNEL FOR** DATA ENTRY WORK AND OTHER RELATED ELECTRONIC DATA PROCESSING WORK AND HINDI TYPING.

 - 2.2 Each paper of this bidding document (09 pages) should be signed and stamped by the bidder and kept along with the bids in the same envelope (Annexure-I, Annexure-II and Annexure III).
3. **Validity of the Bids:**

The bids shall be valid for a period of 180 days from the date of opening of the bids.

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4. **Opening of bids:**
The bidder is at liberty either himself or authorize, not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.
5. **Opening of bids:**
The Bids shall be opened by a committee authorized by the competent authority in the Committee Room, in the presence of such bidders who may wish to be present. The opening of the bid would be intimated separately, hence contact numbers may be provided for intimation.
6. Tenders from Joint Ventures are not acceptable.
7. **Right of Acceptance:** The Accountant General (A&E), Karnataka, Bengaluru reserves all rights to reject any bids including of those bidders who fail to comply with the technical conditions without assigning any reason what so ever and does not bind itself to accept the LOWEST or any specific bids. The decision of the Competent Authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru in this regard shall be final and binding.
 - 7.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
 - 7.2 The competent authority of the Accountant General (A&E), Karnataka, Bengaluru reserves the right to award any or part or full contract to any successful bidder at its discretion and this will be binding on the bidders.
 - 7.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the successful bidder that has been awarded the contract, the competent authority of the Accountant General (A&E), Karnataka, Bengaluru reserves the right to award the contract to the next lower bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. Non-performance will lead to Blacklisting of the Agency/Firm.
 - 7.4 Even though the tenderers meet the criteria, they are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in supply of manpower, litigation history, or financial failures etc.; and /or
 - Participated in the previous Tender for the same service and had quoted unreasonably high

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tender prices and could not furnish rational justification.

8. **Communication of Acceptance:** The successful bidder shall be determined based on fulfilling of minimum eligibility criteria specified in the tender document and lowest prices quoted by the participant bidders. Successful bidder will be informed of the acceptance of their bids.
9. **Performance / Security Deposit:** The successful bidder (Contractor) shall furnish DD/Bank Guarantee / performance guarantee, which shall be equal to 10% of the total work order, in the form of Bank Guarantee from an Indian Nationalized Bank within 15 days from the receipt of Purchase order.
10. The Bank Guarantee can be forfeited by order of the Competent Authority of the Accountant General (A&E), Karnataka, Bengaluru in the event of any breach or negligence or non-observance of any terms/conditions of the tender document / Contract or for unsatisfactory performance or for non-acceptance of the purchase order /Contract.
11. **Disclaimer:** The near relatives of employees of the Office of Accountant General (A&E), Karnataka, Bengaluru are prohibited from participation in this bid. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family.
 - (b) Their husband or wife.

The one is related to the other in the manner as father, mother, son(s), son's wife(daughter-in-law),daughter(s) &daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
12. **Breach of Contract:**

In case of breach of any of terms and conditions of the Contract, the Competent Authority of the office of the Accountant General (A&E), Karnataka, Bengaluru shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Office of the Accountant General (A&E), Karnataka, Bengaluru in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed and further the Office of the Accountant General (A&E), Karnataka, Bengaluru shall be at liberty to place the work order to next lower bidder/alternate bidder, as may be deemed fit.
13. **Sub-letting of Work:** The contractor shall not sublet transfer or assign the contract or any other part thereof without prior written permission of the Competent Authority of the office of the Accountant General (A&E), Karnataka, Bengaluru. In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the office of the Accountant General (A&E), Karnataka, Bengaluru may sustain in consequence or arising out of such replacing of the contract.

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14. Terms of payment:

- 14.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of work Award.
- 14.2 No running payments shall be made for the work. The Contractor shall submit the bill for the service rendered in the month.
- 14.3 All payments shall be made by cheque/ e-payment only, after deducting TDS, if applicable.

15. MINIMUM ELIGIBILITY CRITERIA:

(a) The Bidders should be registered with the Income Tax, Service Tax Department.

(i) Supporting documents viz. copies of Income Tax Registration (PAN) and Service Tax/EPF/ ESI Registration, shall be required to be submitted along with the bid.

(b) **Experience:** The Bidder should be registered in India and providing facility services. The vendor should have satisfactorily completed (at least one of them should be a Central Government/Central Autonomous Bodies/Central PSU) either three similar works each costing not less than ₹ 10,00,000/- or two similar works each costing not less than 20,00,000/- or one similar work costing not less than 50,00,000/- during the last 5 years ending last day of the month of March 2016.

i. Supporting documents viz. copies of work satisfactory completion certificate from the respective organization shall be required to be submitted with the bid.

(c) Details of having manpower strength of more than 50 to be furnished.

16. Contractual obligations on the part of Contractor:

16.1. **EXECUTION:** The contract for supply of manpower shall be executed to the entire satisfaction of the Competent Authority of this office and shall be considered as certified only when certified by such Authority.

16.2. **TRADE PRACTICE:** The Contractor shall automatically agree honoring all aspects of fair trade practices in executing the work order placed by this office.

16.3. **ACTION ON DEFICIENT SUPPLY OF MANPOWER:-** If it appears to this office that the services rendered by the Contractor is not satisfactory/ to the requirement of this office or otherwise not in accordance with the terms and conditions, the Contractor on demand of this office shall forthwith rectify the deficiencies on its own cost as per the requirements of this office and in the event of its failure to do so within a period specified

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by this office in the demand afore said, the Contractor shall be liable to pay compensation at the rate of 2% (two percent) of the cost of the work order and in the case of such failure, this office shall be entitled to recover the compensation cost of 2% from the supplier.

17. **LIQUIDATED DAMAGES:** The schedule of supply of manpower shall be strictly adhered to as defined in the tender document, as time is the essence of the contract. Any unjustified and unacceptable delay/failure in executing the contract, the Contractor liable for liquidated damages at 2% of the contract price per week subject to a maximum of four weeks and thereafter this office shall have the option to cancel the purchase order and engage from any other source at the risk and cost of the Contractor. The Contractor shall also be liable to pay to this office a cancellation charge of 10% of the value of the contract work. The payment or deduction of such sums shall not relieve the Contractor from his obligation to complete the work or from his other obligations and liabilities under this Contract Agreement. Should, however, execution is delayed over after the expiry of the contracted period, without prior concurrence of this office; such execution will not deprive the office of its right to recover liquidated damages. The decision of the Competent Authority of this office in this regard shall be final and binding.
18. **Arbitration:** In the event of any dispute or differences between the Contractor and the Office, whether arising during the execution of orders under these terms and conditions or there after whether by breach or in .manner in regard to the construction of the terms and conditions or the respective rights and liabilities of the parties hereto there under or any matter or thing out of or in relation to or in connection with these terms and conditions then the decision of the Competent Authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru shall be final and binding on both the parties.
19. The Contract shall be subject to the jurisdiction of competent courts of laws at Bengaluru / Karnataka.
20. As per Government of India 'Preference will be given to localized vendors.

**SD/
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ANNEXURE-II

PRICES TO BE QUOTED

Particulars	Data Entry work	Hindi Typing
Central Minimum Wages		
EPF @		
ES I @		
Total		
Service Charge @		
Total		
Service Tax @		
Total wages per day/personnel		

Instructions:

1. The 'Eligible Lowest Bidder' shall be selected based on lowest prices) quoted by the participant bidder
2. The prices should be free from over-writing/corrections etc .failing which the bids shall be summarily rejected.

Date :

Place:

(SIGNATURE OF BIDDER)

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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ANN EXURE-III

TENDER APPLICATION FORM

1.	Name of the Bidder	
2.	Full Postal Address	
3.	Telephone Nos./ Mobile Nos/ Fax Nos.	
5.	E-mail	
5	PAN Account No. (copy should be attached)	
6.	Service Tax No. (Copy should be attached)	
7.	EPF Registration No.	
	ESI Registration No.	
7.	Work of similar nature Completion details (copies should be attached)	
8.	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution in India.
4. I give the rights to the competent authority of the Office of the Accountant General (A&E), Karnataka, Bangalore to forfeit the Earnest Money/performance Security money deposit by me/us if any delay occur on my/agent's part or fail to abide by the provisions of the bidding document
5. I hereby undertake to execute the work as per direction given in the tender document within stipulated period.

Date :- Place:-

(Signature of the Bidder)
Designation:
(Office seal of the Bidder)

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