

ANNEXURE – I

1. GENERAL TERMS AND CONDITIONS

- 1.1) The agency is responsible to provide the manpower for the services of ONE Halwai–cum–Cook, TWO Asst. Halwai–cum–Cooks & TEN Canteen Attendants for 8½ hours duty from 07.30 am to 04.00 p.m. (which includes ½ an hour Lunch Break) on all working days.
- 1.2) The agency should ensure that the manpower supplied is in the age group of 18 to 40 years and has work experience as indicated at Sl.No.37 and at Annexure-II in the relevant field. Proof of Age and Experience Certificate of the supplied manpower should be produced.
- 1.3) The agency should ensure the regular and continuous supply of agreed manpower during the period of contract. If a person/s proceeds on leave, the agency should provide suitable alternate personnel along with I.D. card issued by the agency, for the similar post as substitute. Failure to provide suitable replacement will attract penalty of Rs.1,000/– per day per person.
- 1.4) The personnel provided by the agency will not have any claim/right/preference for employment in this Office/Department of Government of India.
- 1.5) The agency should ensure Health/Medical Check-up/Vaccinations of all the personnel provided, within 3 months from the date of Contract or produce a Certificate for having Medical Check-up done not earlier than 3 months as on the date of Contract. The personnel who do not qualify in the Medical Check-up should be removed and the same is to be reported to the Authority immediately and a substitute should be provided.
- 1.6) In case, any personnel suffer any injury or damage or meet with an accident while discharging their duty, the entire cost of compensation should be borne by the agency.
- 1.7) The agency should ensure providing and wearing of necessary uniforms to the manpower provided (with the name plates/badges of the employee) and the agency should also provide PHOTO IDENTIFICATION CARD to the engaged personnel. Separate uniforms viz., 2 sets of caps, gloves, aprons, mask, uniforms, etc. need to be provided for different categories of staff.
- 1.8) Strict personal hygiene has to be observed. Day to day cleaning/working chart of AGOD Canteen to maintain Hygiene as per Swachh Bharat Order and Food & Safety Act has to be submitted.
- 1.9) One Supervisor may be assigned for monitoring the duties of the supplied manpower.
- 1.10) The manpower provided should be of good conduct and behavior. Dereliction of duty, misbehavior or misconduct with the staff/public will be viewed seriously.

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Dated:16.05.2019

1.11) 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.

2. Terms and conditions to pay wages to deployed manpower :

2.1) Office will provide monthly attendance details of deployed manpower to prepare bill by the Agency.

2.2) On the basis of the bill, the Agency shall pay wages after making the statutory deductions.

2.3) The agency shall be responsible for ensuring the recovery and timely remittance of statutory deductions/benefits viz., GST, Service Tax, ESI, Provident Fund etc. Necessary documents in support of the same, along with duly acknowledged salary slip of the previous month of each personnel, should be produced along with the succeeding month's bill.

2.4) The salary for the supplied manpower should be paid by the agency before 10th of the succeeding month, from his own resources without waiting for the payment of agency bills by this office. The payment for the services provided will be reimbursed on monthly basis on production of bills and necessary documents as mentioned at Sl.No 2.3).

2.5) The Agency shall be liable for any issues arising in relation to statutory deductions/benefits and shall deal with it taking responsibility of the related procedures.

2.6) The Agency should issue Monthly salary slips to the deployed personnel.

2.7) In case of increase in Minimum Wages during the contract period, the Agency shall submit bill indicating revised wages with a copy of the Gazette Notification.

2.8) Any claims/terminal benefits due to the manpower to be provided rests with the agency.

2.9) 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.

2.10) 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.

2.11) Liability, if any, arising in the Court of Law/Tribunals/Arbitrator governed by Constitution of India/any Acts shall be borne solely by the Agency.

2.12) The Agency should enter into a Legal Agreement with this office immediately after the issue of work order and the duly signed Agreement has to be submitted to this office and the charges towards the same will be borne by the Agency.

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3. **Bid Security/Earnest Money Deposit** amount at the rate of 5% of the Quoted Value of the Contract or Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Demand Draft drawn on any nationalized bank, must be deposited by bidders along with their duly filled bidding documents. 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, Bengaluru**".
- 3.1) After submission of bids, the bidders shall not be permitted to withdraw their offer or request for modification of the terms and conditions of this bidding document. In case the bidder fails to observe and comply with the conditions stipulated herein or opts out after quoting the rates or imposes any additional conditions, the aforesaid EMD shall be forfeited.
- 3.2) **The bids without Earnest Money Deposit shall be summarily rejected.** However, if any agency is claiming exemption may submit necessary documents in respect of their claim.
- 3.3) **Service Charge quoted should not be less than 2% of the Contract Value.**
- 3.4) The EMD of unsuccessful bidders will be returned in due course. The successful bidder has to furnish **Performance Security** in the form of Bank Guarantee at the rate of 10% of the Value of Contract, within 15 days from the date of receipt of work order. EMD will be returned on receipt of Performance Security. Performance Security shall be kept valid for 90 days beyond date of completion of the contract period.
- 3.5) No interest shall be paid on the amount of **Bid Security/EMD** or **Performance Security/Bank Guarantee** deposited against this tender.
- 3.6) The Bid Security/EMD or Performance Security/Bank Guarantee will be forfeited if the Contractor fails to commence the work from the date mentioned in the Work Order and also the Work Order shall be deemed to have been cancelled.

4. Preparation and submission of Bids :

- 4.1) Interested bidders may visit the Office and inspect the premises before quoting the prices. The visit shall be made from 10:00 AM to 05:00 PM on any working day. The prices shall be quoted in the specified Proforma (Annexure-II) along with Earnest Money Deposit supported by all other information as indicated in Annexure-III and the bidding document.
- 4.2) Each and every page of this bidding document (Annexure I & II) should be signed and stamped by the bidder and kept along with the bids in the same envelope (Annexure I to IV).

5. 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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6. Opening of bids:

- 6.1) The bidder is at liberty either to be physically present 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 compulsorily bring with him a letter of authority from the bidder and proof of identification.
- 6.2) The Bids shall be opened on 30/05/2019 at 04.00 p.m. by an authorized committee in the office premises, in the presence of such bidders who may wish to be present.

7. Right of Acceptance:

- 7.1) The Competent Authority of the Office of 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 whatsoever and does not bind itself to accept the LOWEST or any specific bids. The decision of the Competent Authority in this regard shall be final and binding.
- 7.2) In case of failure on the part of the successful bidder to comply with the provisions of the terms and conditions mentioned, the competent authority of the office 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/Defective performance shall lead to Blacklisting of the Agency/Firm.
- 7.3) 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.
- 7.4) The Competent Authority of the office 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.
- 7.5) Even though the tenderers meet the criteria, they are liable to be disqualified under the following circumstances :
- (a) Made misleading or false information in the documents as regards proof of the qualification requirements; and/or
 - (b) 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
 - (c) Participated in the previous Tender for the same service and had quoted unreasonably high rates without rational justification.

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8. **Communication of Acceptance:** The successful bidder shall be determined based on fulfilling of minimum eligibility criteria specified in the tender document and prices quoted by the participant bidders. Successful bidder will be informed of the acceptance of their bids.
9. **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 spouse.
 - (c) 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), etc.
10. **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. The security deposit in the form of Performance Security/Bank Guarantee shall be encashed and forfeited.
11. **Sub-letting of Work:**
- 11.1) 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 at the contractor's risk & cost. 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.
- 11.2) The agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities to any other agency or organization by whatever name be called without prior written consent of the Authority.
12. **Terms of payment:**
- 12.1) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the work order.
- 12.2) No running payments shall be made for the work. The Contractor shall submit the bill for the service rendered in the month on or before 05th of the succeeding month.

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12.3) All payments shall be made by e-payment only, after recovering statutory deductions, if applicable.

13. **ELIGIBILITY CRITERIA:**

13.1) The Bidders should be registered with the

- i. Income Tax (PAN to be enclosed)
- ii. Service Tax Department. (copy of registration certificate to be enclosed)
- iii. EPFO (copy of registration to be enclosed).
- iv. ESI (copy of registration to be enclosed).
- v. Labour Department. (copy to be enclosed).

13.2) The Bidder should be registered in India and providing satisfactory services at least for past 5 years. The Agency should furnish Experience Certificate (at least one of them should be a Central Government/Central Autonomous Bodies/Central PSU) from previous clients, one each for past five years, for the similar nature of work.

13.3) The bidder should have turnover of more than Rupees one crore for last three years. Copy of CA certified annual accounts to be submitted for past three years.

13.4) The bidder shall submit work order which are not older than three years, the value of which shall not be less than ₹ fifty lakh (single P.O.).

13.5) The bidder shall have minimum of 50 personnel and details of manpower to be furnished.

14. **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.

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

16. **ACTION ON DEFICIENT SUPPLY OF MANPOWER:-** If it appears to this office that the services rendered by the Contractor is not satisfactory/not meeting 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 at its own cost as per the requirements of this office and in the event of its failure to do so within a period specified by this office in the demand aforesaid, 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 @ 2% from the Bank Guarantee.

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17. **LIQUIDATED DAMAGES:** The schedule of supply of quality 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 is 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 Agency and the Office, whether arising during the execution of orders under these terms and conditions or thereafter 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 thereunder 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 law at Bengaluru / Karnataka.
20. The preference will be given to localized vendors.
21. Tenders from Joint Ventures/Partnership basis are not acceptable.
22. The tenure of the Contract will be for a period as specified in the Legal Agreement.
23. Quotation/Enquiry document can also be downloaded from the website : www.aqkar.cag.gov.in
24. The agency should ensure that the manpower provided do not have any adverse Police records/Criminal cases pending against them and the agency should make adequate enquiries about the character and antecedents of the manpower provided.
25. The agency should also maintain a separate Attendance Register of the supplied manpower & substitutes.
26. The agency shall be solely responsible for any consequences due to food poisoning and regularly the supervisor shall visit the canteen and look into the Hygiene aspects. Besides refusal of the entire payment for the session, during which such food poisoning has occurred, the authority may initiate further stringent action, as it may deem fit.

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27. The requirement may further increase or decrease marginally, during the period of initial contract also and the agency will have to provide the additional manpower services, if required, on the same terms and conditions.
28. The agency will be bound by the details furnished to the Authority while submitting the Tender or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of Terms & Conditions, making it liable for legal action besides termination of Contract.
29. The authority reserves the right to terminate the Contract during initial period also by giving 15 days' notice to the agency.
30. The personnel provided may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the Head of Office on attending such duties.
31. The transportation, food, medical and other statutory requirements in respect of each personnel provided shall be the responsibility of the agency.
32. The agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to the manpower provided.
33. The agency shall be solely responsible for any financial loss or any injury to any personnel in the course of their performing the duties or for any payment towards any compensation.
34. In case of termination of Contract on its expiry or otherwise, the manpower shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
35. The personnel provided shall not claim any benefits, compensation, absorption or regularization with office under any provisions or rules and Acts.
36. The authority reserves the right to add / withdraw / relax the terms and conditions so as to overcome the problems encountered at a later stage.
37. The duties, responsibilities & experience of the required manpower is as given below :
 - (a) **Halwai-cum-Cook : (Minimum 03 years experience in relevant field)**
 - As mentioned in the Annexure II.
 - (b) **Asst. Halwai-cum-Cook : (Minimum 02 years experience in relevant field)**
 - As mentioned in the Annexure II.
 - In the absence of Halwai-cum-cook, should perform the duties of Halwai-cum-cook.
 - (c) **Canteen Attendant : (Minimum 01 year experience in relevant field)**
 - As mentioned in the Annexure II.

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38. In order to get suitable substitute in the event of any personnel on leave or any other reason, a supplier/agency from Bengaluru is preferred in order to meet the exigency of service.
39. The in-charge of the Canteen is authorized to allocate the duties to the Canteen Attendants according to their capabilities & capacity for smooth functioning of the canteen.
40. The deployed personnel should not be withdrawn by the agency without giving prior intimation to this office.

**Sd/-
Smt. R. Sabiha Banu
Welfare Officer**

Annexure II

Experience, Duties and Responsibilities

(a) Halwai-cum-Cook : (Minimum 03 years experience in relevant field)

- To prepare various South Indian & North Indian food items i.e., varieties of bonda, bajji, vada, pakoda, toast, dosa, idli, paneer pakora, samosa, vegetable cutlet, vegetable sandwich, etc.
- To prepare lunch/meals i.e., chapathi, curd, dal, puri, raita, rice, sabzi, sambar, rasam, palya, soup, vegetable salad, paneer masala, channa masala, sagu, palav, various rice bath items, etc.
- To prepare various South Indian & North Indian sweets i.e., varieties of burfi, besan burfi, coconut burfi, laddoo, rava laddoo, pinnee, gulab jamoon, dry jamoon, gajar halva, patisa, rasagulla, mysore pak, dhamrot, etc.
- Any other additional duty allotted by the in-charge of canteen.

(b) Asst. Halwai-cum-Cook : (Minimum 02 years experience in relevant field)

- To assist/learn the Halwai-cum-Cook in preparation of various South Indian & North Indian food items i.e., varieties of bonda, bajji, vada, pakoda, toast, dosa, idli, paneer pakora, samosa, vegetable cutlet, vegetable sandwich, etc.
- To assist/learn the Halwai-cum-Cook in preparation of lunch/meals i.e., chapathi, curd, dal, puri, raita, rice, sabzi, sambar, rasam, palya, soup, vegetable salad, paneer masala, channa masala, sagu, palav, various ricebath items, etc.
- To assist/learn the Halwai-cum-Cook in preparation of various South Indian & North Indian sweets i.e., varieties of burfi, besan burfi, coconut burfi, laddoo, rava laddoo, pinnee, gulab jamoon, dry jamoon, gajar halva, patisa, rasagulla, mysore pak, dhamrot etc.
- In the absence of Halwai-cum-Cook, to prepare the above mentioned Snacks/Lunch/Meals/Sweets etc.
- Any other additional duty allotted by the in-charge of canteen.

(c) Canteen Attendant : (Minimum 01 year experience in relevant field)

- To prepare Coffee/Tea/Juice etc., to the officers/staff in the Canteen.
- To serve Coffee/Tea/Juice/Biscuits etc., to the officers/staff in the official meetings.
- To provide regular room service to the officers/staff within the office.
- To collect the used cups/plates/utensils etc., within the canteen premises/office building, after concluding of official meetings and also from the rooms of Senior Officers.
- To wash/clean crockery/cutlery/utensils etc., in three stages i.e., in running normal water, in hot detergent water and in potassium permanganate solution.
- To sweep and wash the floor area.
- Cleaning/anti-dusting of tables, chairs and other furniture in the Canteen.
- Cleaning slabs and area where food is cooked.
- Any other additional duty allotted by the in-charge of canteen.

ANNEXURE-III

PRICES TO BE QUOTED

Particulars	Halwai-cum-Cook	Asst. Halwai-cum-Cook	Canteen Attendants
Central Minimum Wages			
EPF @			
ES I @			
Total			
Service Charge @			
GST @			
Total			
Total wages per day / per personnel			

Instructions:

1. The 'Eligible Bidder' shall be selected based on prices quoted by the participant bidder and his/her technicalities.
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)
COMPLETE NAME & DESIGNATION

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ANNEXURE-IV
TENDER APPLICATION FORM

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

UNDERTAKING

1. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the bidding document and I 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, Bengaluru to forfeit the Earnest Money/Performance Security Money Deposit by me/us if any delay occurs 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 directions given in the tender document within stipulated period.

Date: -

Place: -

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