

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

**PARK HOUSE ROAD, BENGALURU 560 001**

**TenderNo.AG(A&E)/RTICELL/DEO/2019-20/**

**Dated:23.04.2019**

**TENDERNOTICE**

Office of the **ACCOUNTANT GENERAL (A&E), KARNATAKA, BENGALURU**, invites sealed tenders for supply personnel for Data Entry Work and Data Entry Processing Work for the year 2019-20.

Sealed tenders addressed to the **Sr. Accounts Officer (OM), 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 03.05.2019**. The sealed quotations, superscribed as “**TENDER FOR SUPPLY OF PERSONNEL FOR DATA ENTRY WORK AND DATA ENTRY PROCESSING WORK**” be submitted to Senior Accounts Officer (OM) of this office by the stipulated date and time. The contact person for all details is Senior Accounts Officer (OM), Office of the Accountant General (A&E), Karnataka, Bengaluru, No 1, Park House Road, Bangalore-560 001 (telephone No. 080-22640253) on any working day between 9.30 AM TO 6.00 PM. The tender documents available on website [www.agkar.cag.gov.in](http://www.agkar.cag.gov.in)

The rates quoted should be excluding taxes, if any payable, may be mentioned separately. The ESI, EPF, GST, 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, the Minimum Wages (Central) Rules, Equal Remuneration Act, 1976, Central Rules, 1976 and any other Acts passed by State Government/Central Government from time to time, failing which the quotation is liable for rejection.

**(CHANDRA MOHAN. M)  
SR. ACCOUNTS OFFICER(OM)  
Ph. No. 080-22640253**

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 bidder’ for **SUPPLY OF PERSONNEL FOR DATA ENTRY WORK AND OTHER RELATED ELECTRONIC DATA PROCESSING WORK.**

The agency should provide the manpower for the following services:

Data Entry Work and other related Electronic Data Processing Work 08 ½ hours duty per day per month (11 personnel).

- A. The agency should provide Identification Cards to the manpower provided.
- B. Agency should ensure the regular and continuous supply of agreed manpower during the period of contract. A suitable replacement shall be provided in case of absentees as and when occurred. Failure to provide replacement will attract a penalty of Rs.1000/day/instance of failure to provide replacement.
- C. Dereliction of duty, misbehavior or misconduct with the staff/public will be viewed seriously.
- D. Any damages/loss caused by the personnel provided by the contractor during the course of action shall be borne by the agency.
- E. 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/Quarterly payment will be forfeited.
- F. 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 each personnel 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, GST.
  - d. Without submission of bill in complete shape with necessary enclosures, bill will not be processed for payment.
- G. The agency shall be responsible to ensure for recovery and remittance of statutory benefits like ESI and Employees Provident Fund and necessary documents shall be submitted every month as mentioned above along with the bill.
- H. Any claims/terminal benefits, to the man power provided rests with the agency.
- I. 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.
- J. The rates should be quoted taking into cognizance the Minimum Wages Act 1948, the Minimum Wages (Central) Rules, Equal Remuneration Act 1976, Central Rules 1976 and any other Acts passed by State Government/Central Government from time to time.
- K. 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.

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- L. The agency should produce every month the proof of remittance of Service Tax, GST along with the bill, copy of registration to be enclosed.
- M. The Agency should be registered with State Government and copy of registration to be enclosed.
1. **Earnest Money Deposit:** Earnest Money Deposit (EMD) of Rs.1,90,000/- (Rupees One Lakh Ninety Thousand only) in the form of Demand Draft of 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 favor 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 EMD 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 within 15 days from date of receipt of purchase order. EMD will be returned on receipt of Performance Security. Performance Security shall be valid 90 days beyond completion of the contract period.
2. **Preparation and submission of Bids:**  
Interested bidders may visit the Office and inspect the premises before quoting the prices. The visit shall be made from 10:00AM to 5:00PM on any working day.  
The prices shall be quoted in the specified Performa (Annexure-II) along with Earnest Money Deposit supported by all other information as asked for in Annexure-III and in the bidding document.
- 2.1 The bids should be submitted in the integrated manner. The Bid should be sealed by the bidder in a cover superscripted as **SUPPLY OF PERSONNEL FOR DATA ENTRY WORK AN OTHER RELATED ELECTRONIC DATA PROCESSING WORK.**
- 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).

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3. **Validity of the Bids:**  
The bids shall be valid for a period of 180 days from the date of opening of the bids.
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.
  - 4.1 The Bids shall be opened by a committee authorized by the competent authority in the office premises, in the presence of such bidders who may wish to be present. The opening of the bid shall be on 03.05.2019 at 4:00PM.
5. Tenders from Joint Ventures are not acceptable.
6. **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 whatsoever 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. 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.
8. 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.
9. 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 shall lead to Blacklisting of the Agency/Firm.
10. Even though the tenderers meet the criteria, they are subject to be disqualified if they have:
  - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

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- 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., in our or sister concern offices; and /or
- c. Participated in the previous Tender for the same service and had quoted unreasonably high tender prices and could not furnished rational justification.
11. **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.
12. **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.
13. 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.
14. **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.
15. **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 encashed and forfeited 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.

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16. **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 at 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.

17. **Terms of payment:**

- a. 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.
- b. No running payments shall be made for the work. The Contractor shall submit the bill for the service rendered in the month.
- c. All payments shall be made by e-payment only, after deducting TDS, if applicable.

18. **MINIMUM ELIGIBILITY CRITERIA:**

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).

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.

19. **Experience:**

- a. The Bidder should be registered in India and providing facility services at least for past 5 years. The vendor should have satisfactorily completed 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.
- b. 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.
- c. The bidder shall submit work orders, which are not older than three years, the value of which shall not be less than Rs.50.00 lakh (single P.O.).
- d. The bidder shall have minimum of 50 personnel and details of manpower to be furnished.

20. **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.

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21. **TRADE PRACTICE:** The Contractor shall automatically agree honoring all aspects of fair trade practices in executing the work order placed by this office.
22. **ACTIONON 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 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 of 2% from the Bank Guarantee.
23. **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.
24. **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 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 there under or any matter or thing out of or in relation to or in connection with the set 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.
25. The Contract shall be subject to the jurisdiction of competent courts of law at Bengaluru / Karnataka.
26. As per Government of India preference will be given to localized vendors.

**(CHANDRA MOHAN. M)  
SENIOR ACCOUNTS OFFICER(OM)**

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**ANNEXURE-II**

**PRICES TO BE QUOTED**

Particulars	Per Day Per DEO
Central Minimum Wages	
EPF @	
ES I @	
Total	
Service Charge @	
GST @	
Total	
<b>Total wages per day/personnel</b>	

**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-III**

**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 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, 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 direction given in the tender document within stipulated period.

Date: -

Place: -

**Signature of the Bidder**

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