



सत्यमेव जयते



लोकहितार्थं सत्कर्मिणा
Dedicated to Truth in Public Interest

**कार्यालयप्रधानमहालेखाकार (लेखापरीक्षा-I)
OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT - II),
KERALA, THIRUVANANTHAPURAM - 695001.**

Office : 0471 2330899

Email: agaukerala2@cag.gov.in

Fax : 0471 2330699

Website: <https://cag.gov.in/ag2/kerala/>

NOTICE INVITING TENDER

TENDER NOTICE (THROUGH GEM PORTAL) FOR ENGAGEMENT OF MANPOWER AGENCY FOR OUTSOURCING MULTI TASKING STAFF (MTS) TO OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT - II) KERALA - 695001.

E-tender (through GeM Portal) under two-bid system from eligible Manpower Service providers for providing MTS to **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT - II), KERALA 695001** for an initial period from 01.09.2022 to 31.03.2023 (extendable for further period of one year) with mutual consent of both parties is invited. Requirement/eligibility criteria Terms and Conditions of the contract have been clarified in the additional documents. Tender document (including additional documents) is available online at GeM Portal as well as on the website of **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT - II)** i.e. <https://cag.gov.in/ag2/kerala/>. However, for any clarification, bidders may contact on glersa.ker.au@cag.gov.in. Bidders are advised to read tender document (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

SCHEDULE: —

1. Posting of tender on website for downloading: **09-08-2022 from 4:00 P.M.**
2. Last Date & time for submission of tender: **22-08-2022 till 3:30P.M.**
3. Date & time for opening of tender: **23-08-2022 at 11:30 A.M.**
4. Bid Type: Two bid system (Technical Bid and Financial Bid)
5. Technical bid open on 23-08-2022 at 4.00 A.M.
6. Financial bid open on 24-08-2022 at 4.00 PM.

TENDER SCHEDULE

| | |
|---|---|
| Name of the Work | E-Tender (GeM) for Providing MTS on outsourced basis at the Office of the Principal Accountant General(Audit-II), Kerala – 695001 |
| Estimated Cost for one year contract | Refer GeM Bid Document |
| Last Date & submission of E-Tender | As per Bid specification uploaded on GeM portal. |
| Date & Time of opening of online Tender | As per Bid specification uploaded on GeM portal. |
| Earnest Money Deposit (EMD) in required form to be sent by Post / Delivered in hand on or before the last date of submission of E -Tender (Technical) | 5% |
| Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder | 8% |

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The e-tenders are being invited for MTS Manpower Service through GeM. All the instructions of GeM bidding is applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all. Detailed information regarding the items, application / tender forms, EMD details, specifications, terms and conditions can be downloaded from <https://cag.gov.in/ag2/kerala/> or gem.gov.in
2. The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.
3. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.
4. The Bidder is expected to examine all instructions, eligibility criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
5. **MTS Manpower Service (Outsourced MTS Personnel)- Number of persons and place of work**

| Location | Name of post | No.of persons | Timing | Total no. of working days | Hours of duty |
|--|--------------|---------------|--------------------|---------------------------|-----------------------|
| 1. Office of the Principal Accountant General (Audit II), Audit Bhavan, MG Road, Statue, Thiruvananthapuram – 695 001. | MTS | 26 | 8.45 AM to 6.15 PM | 5 days a week | Nine and a half hours |
| 2. Office of the Principal Accountant General (Audit II), Branch Thrissur, Karunakaran Nambiar Road, Thrissur-680 020 | MTS | 1 | 8.45 AM to 6.15 PM | 5 days a week | Nine and a half hours |

6. Bidders have to submit EMD @ 5% on the contract value (ie Rs. 2.15 lakh) drawn in favour of “Pay and Accounts Officer, Office of the Principal Accountant General (A&E), Kerala” (DD, Banker’s cheque, Bank Guarantee) and a valid EMD declaration (Annexure-V) in the Technical bid.
7. Bids received without EMD declaration will not be considered and summarily rejected.
8. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.
9. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing required documents will be summarily rejected.

10. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.
11. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all necessary information for preparing the bid and entering into a contract for the services.
12. Clarification regarding any ambiguity in eligibility criteria may be sought through e-mail at glersa.ker.au@cag.gov.in
13. It requires that this office as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this office will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
14. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly (line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own. Manpower Service Agencies intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected. Tenderer should quote only for the rate percentage (%) of service charges not exceeding 2.5 percentage in the Financial Bid (Annexure - IV).

General Terms and Conditions

1. The Bidder must be registered with the statutory Central and State authority viz., ESI, EPF, Income Tax, GST Registration etc., and should have a valid Central Labour License / obtain valid Central Labour License for supply of manpower as mentioned in the tender document. All existing statutory regulations of both the State as well as the Central Governments, shall be adhered to by the contractor and all records maintained thereof shall be available for scrutiny by this Office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
2. The annual turnover of the bidder must be Rs. 5 crore in last three financial years. The copy of PAN/GST No. along the tax/turnover statement should be enclosed.
3. The contractor should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wages Act. During the contract period if any statutory increase of wages/ DA, etc is to be maintained based on the Circular/Notifications issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India from time to time. Any breach of this condition will result in the immediate termination of the contract.
4. The Contractor should furnish copies of all remittance challans /receipts of statutory levies paid in respect of EPF, ESI, GST, etc of previous month along with the claim/bill of current month.
5. No wages / remuneration will be paid to any staff for the days of absence from duty.

6. The service charges/rates quoted by the agency shall be fixed for the contract period and no request for any change / modification shall be entertained before expiry of contract period.
7. The contractor should ensure that wages are paid before 7th of every month and should submit a report – personnel wise on the amount of wages paid by 10th of every month.
8. Payment to the contractor will be made by NEFT/RTGS/ECS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.
9. The contractor shall indemnify this Office against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this Office shall not be liable for any damages or compensation to any personnel or third party.
10. All damages caused by the personnel to the property of the Department shall be recovered from the contractor.
11. This Office reserves the right to terminate the contract at any time without giving any notice or reasons whatsoever.
12. The contract will be in force for a period from the date of award of contract upto 31st March 2023. This Office reserves the right to extend the contract further, subject to satisfactory performance of the contractor.
13. The service provider should have at least a minimum of 15 years' experience.
14. Bank Guarantee from a reputed bank for 5 % (Five) of Annual Value of the contract (ie Rs. 2.15 lakh) as performance guarantee. In case of deficiency of service / loss due to negligence, this guarantee will be invoked in addition to any other action that may be initiated including termination of contract. The guarantee will be valid during the contract period and also two months after the end of the contract period.
15. The service provider shall fill in the required details as per annexures and enclose the supporting documents which does not contain any ambiguity. Incomplete enclosure of documents shall be rejected and the tender shall be disqualified
16. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.
- 17. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.**
18. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential /secret nature.
19. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In-charge upon any matter arising under the clause shall be final and binding on the agency.
20. That the persons engaged shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.
21. The service provider shall not assign, transfer, pledge or sub contract the performance of such services without the prior written consent of this office.

22. The transportation, food, medical and other statutory requirements under the various Acts / Government Regulations in respect of each personnel of the service provider will be the sole responsibility of the service provider.
23. The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering either individually or in groups.
24. The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to the Office.
25. The Office of the Principal Accountant General (Audit-II), Kerala may at its discretion at any point of time during the validity of the contract, require the service provider to dismiss or remove from the site of work, any person or persons, as employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements immediately.
26. The bidder should have its registered office located at Thiruvananthapuram, Kerala and having branch office at Thrissur and the address proof of the firm should be submitted
27. The bidder should have fifteen years or more experience for providing man power services in Government departments under Central/State Government.
28. The bidder must have successfully completed any of the following during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - a. Three similar works each costing not less than the amount equal to 50% of advertised value of the tender, or
 - b. Two similar works each costing not less than the amount equal to 60% of advertised value of the tender, or
 - c. One similar work each costing not less than the amount equal to 80% of advertised value of the tender
29. In case of any dispute arising out of the agreement or that, which may arise in future, the decision of this office shall be final and binding.

Bid Evaluation:

1. Bids, in respect of which EMD & EMD declaration has been furnished, will only be considered for technical evaluation.
2. Financial bids of technically qualified bidders will be considered for financial evaluation.
3. The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST.
4. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GeM portal the buyer shall have two options for placement of Contract: a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or (b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

TERMS AND CONDITIONS FOR MTS SERVICES:

1. The agency shall have a minimum experience of 15 years in providing services by deployment of Multi-Tasking Staff. Copies of Agreement / Work Order from clients as documentary evidence shall be provided in Annexure III
2. The agency should have obtained all registered licenses for operating Man Power Agencies from appropriate Government Authorities.
3. The MTS personnel shall perform their duties diligently to maintain neat and clean atmosphere of the entire premises of the offices that includes the open areas & the built up areas, its movable and immovable properties.
4. In case, MTS personnel provided by the agency to this Office are found to indulge in any undesirable or unfair activities in the premises of the office, the agency will be solely responsible for all the consequences and this Office shall be at liberty to lodge complaints before appropriate authorities and demand the service provider to remove such person from duty which shall be complied with forthwith.
5. The Agency shall provide extra person(s) if desired by the Office, during the period of this agreement at the rates already agreed in this contract.
6. MTS Personnel should have served in any department under Government of India for at least 1 to 6 years. In the absence of such candidates, personnel with less than 1 year will also be considered provided they worked in any department under Government of India.

Additional TERMS AND CONDITIONS

1. The personnel will report to the Designated Officer and follow his/her instructions.
2. The persons employed should work on Monday to Friday. In any exigency of work, the outsourced personnel must be available to work on Saturday, Sunday or closed holidays also.
3. The working hours will be 8.45 AM to 6.15 PM for MTS with half – an –hour break for lunch/food in between. No food or beverages will be offered by this office.
4. The MTS personnel, if required to stay beyond mentioned timings must be ready to work as per office needs. No overtime allowances will be entertained for the same.
5. The workers must suitably adjust their working time to cater to any emergency work that may arise.
6. The personnel deployed should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered. They should be provided with identity cards, which should be displayed prominently. They should have knowledge of local language and preferably English too. Knowledge of computer will be a desirable qualification.
7. If a particular person is absent on any day, a substitute should be deployed in his place.
8. The personnel should be punctual and should report for duty before duty commencing time daily.
9. It is mandatory for the service provider to pay a minimum wage at the prevailing rate fixed under the Minimum Wages Act prescribed based on Circular/Notifications/Order issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India.
10. The persons deployed have to accompany Senior officers visiting branch offices as well as those inspecting audit camps all over the States.
11. It is desirable that the MTS personnel possesses a valid LMV driving license.

12. The bidder shall submit the declaration form (ANNEXURE-I), profile of the contractor/Tenderer (ANNEXURE-II), details of similar work executed by the contractor (ANNEXURE-III) and EMD declaration (ANNEXURE-V) along with technical bid. The duties of the MTS personnel is shown as ANNEXURE-VII of this Quotation notice.

Sr. Deputy Accountant General/Admn & AMG I.
Office of the Principal Accountant General (Audit-II),
Kerala, Thiruvananthapuram-695 001.

ANNEXURE – I
(To be submitted with technical bid)

DECLARATION

1. I, _____ Son/ Daughter /wife

of Shri _____ Proprietor/ Director, authorized signatory of the

Agency/Firm, mentioned above, 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. The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we, am/ are well 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.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

ANNEXURE – II
(To be submitted with technical bid)

PROFILE OF THE CONTRACTOR / TENDERER

| Sl. No | Particulars | To be filled in by the Tenderer |
|--------|---|---------------------------------|
| 1. | Name of the Agency | |
| 2. | Date of establishment of the agency. | |
| 3. | Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s) and email ID | |
| 4. | Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.) | |
| 5 | PAN/ TAN Number (Copy to be enclosed) | |
| 6. | GST Number (Copy to be enclosed) | |
| 7. | Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attach an Affidavit stating that the agency is / has not been black listed by Centre/ State Government/ PSU etc. | |
| 8. | Length of experience in the field | |
| 9. | Client list as per annexure III | |

Date :

Place :

Seal :

Signature of the Tenderer or Authorized signatory
Of the Tenderer with seal of the Firm/Agency.

ANNEXURE – III

(To be submitted with technical bid)

Details of the existing works executed

| | Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned | In Government/ Private Sector | Details regarding the contract including manpower deployed | Value of Contract (Rs.) | Duration of the Contract | |
|----|--|-------------------------------|--|-------------------------|--------------------------|----|
| | | | | | From | To |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

Signature of the Tenderer or Authorized signatory
Of the Tenderer with seal of the Firm/Agency.

Date:

Full Name:

Place:

Seal:

FINANCIAL BID

No.....

Dated.....

To
The Senior Deputy Accountant General (Admn & AMG-I)
Office of the Principal Accountant General(Audit-II)
Kerala, Thiruvananthapuram - 695001.

Subject: Quotations for award of contract for outsourcing MTS - Reg.

Sir,

With reference to your letter No. dated on the subject mentioned above, I/we quote the rate (%) of Service Charges (on monthly wage bill exclusive of GST) for supply of cadres manpower (Outsourced MTS Personnel) as given below:-

| Service charges to be quoted in percentage (in numbers and words) |
|---|
| |

Signature of the Tenderer or Authorized signatory
Of the Tenderer with seal of the Firm/Agency.

Date :

Place :

Seal:

EMD DECLARATION

I/We hereby accept that if I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract or to submit a performance security before the deadline defined in the Request for Proposals (RFP) document, I/We will be suspended for a period of six months from being eligible to submit Bids/Proposals for contracts with the Office of the Principal Accountant General (Audit-II), Thiruvananthapuram-695001.

Signature:
(Authorized Signatory)
Designation: `
Stamp:

Place:

Date:

ANNEXURE – VI

TECHNICAL BID CHECK LIST

| Sl No. | Documents | Remarks Yes/No |
|--------|--|-------------------|
| 1. | Declaration (Annexure-I) | |
| 2. | Profile of the Contractor/Tenderer (Annexure-II) | |
| 3. | Details of existing works executed (Annexure- III) | |
| 4. | EMD Declaration (Annexure-V) | |
| 5. | Copy of last 03 years annual income tax returns | |
| 6. | Proof of experience as Manpower supplier | |
| 7. | Copy of PAN | |
| 8. | Copy of GST Registration, Latest Annual Return Copy | |
| 9. | Copy of EPF Registration, Latest ECR Challans | |
| 10. | Copy of ESI Registration, Latest Challans | |
| 11. | Copy of valid Labour license under Contract Labour (Regulation & Abolition) Act 1970 for engagement of manpower along with CLC Annual Return | |
| 12. | Satisfactory work completion certificate for similar works executed as per item no.28 of General terms and conditions | |
| 13. | Copy of Registration/Incorporation of the Company/Firm/Agency | |
| 14. | Affidavit regarding not blacklisting | |
| 15. | Proof regarding Registered office at Thiruvananthapuram | |
| 16. | Any other statutory Registration | |

Signature of the Tenderer or Authorized signatory
Of the Tenderer with seal of the Firm/Agency.

Date :

Place :

Seal:

DUTIES OF MULTI TASKING STAFF

- General Cleanliness and upkeep of the Section/Units.
- Dusting of Furniture, equipments, machines etc.
- Opening and closing of office rooms etc.
- Up keeping of parks, lawns, potted plants etc.
- Carrying of files and other papers within the building/office.
- Delivery of Dak (outside the building to various offices).
- Physical maintenance and up keeping of records of the Sections
- Photocopying, sending of FAX etc.
- Stitching and binding of records/files/registers of the Sections/Units
- Maintenance of office equipments/fixtures and fittings and provide necessary assistance for running of such equipments.
- Store receipt, shifting of items including furniture etc.
- Lamination/Spiral binding works etc.
- Other non-clerical work in the section.
- Assisting in routine office work like diary, dispatch, including works on computer
- Driving of vehicles, if in possession of valid driving license.
- Any other work assigned by the superior authority.

