



प्रधान महालेखाकार (ले व ह) केरल का कार्यालय, तिरुवनन्तपुरम-695 001
OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E)
KERALA, THIRUVANANTHAPURAM-695 001



Office: 0471-2776200, 2776206

Fax: 0471-2330242

Email: general.ker.ae@cag.gov.in

Website: <https://cag.gov.in/ae/kerala/en>

निविदा आमंत्रित करने की सूचना

NOTICE INVITING TENDER

प्रधान महालेखाकार (ले व ह), केरल का कार्यालय, तिरुवनन्तपुरम में जनशक्ति सेवाओं (डेटा एंट्री ऑपरेटर) के बहिःस्रोतन के लिए जनशक्ति एजेंसी को काम पर लगाने के लिए निविदा सूचना [सरकारी ई-मार्केटप्लेस (जीईएम) पोर्टल के माध्यम से]।

Tender Notice (Through Government e-Marketplace (GeM) Portal) For Engagement of Manpower Agency for Outsourcing of Manpower Services (Data Entry Operators) at the Office of the Principal Accountant General (A&E)Kerala, Thiruvananthapuram.

प्रधान महालेखाकार (ले व ह), केरल का कार्यालय, तिरुवनन्तपुरम - 695001 को जनशक्ति सेवाएं (डेटा एंट्री ऑपरेटर) प्रदान करने के लिए पात्र जनशक्ति सेवा प्रदाताओं से दो-बोली प्रणाली के तहत ई-निविदा (जीईएम पोर्टल के माध्यम से) आमंत्रित की जाती है। संविदा की आवश्यकताएं, पात्रता मानदंड, नियम और शर्तें अतिरिक्त दस्तावेजों में स्पष्ट किए गए हैं। बोली के दस्तावेज जीईएम पोर्टल के साथ-साथ प्रधान महालेखाकार (ले व ह) केरल, का कार्यालय, तिरुवनन्तपुरम की वेबसाइट <https://cag.gov.in/ae/kerala/en> पर ऑनलाइन उपलब्ध हैं। तथापि, किसी भी स्पष्टीकरण के लिए, बोलीदाता general.ker.ae@cag.gov.in पर संपर्क कर सकते हैं। किसी भी स्पष्टीकरण के लिए, बोलीदाताओं को सलाह दी जाती है कि वे बोली के दस्तावेज (वेबसाइट और जीईएम पोर्टल पर अपलोड किए गए) पढ़ें और बोली में भाग लेने से पहले अपनी पात्रता की जांच करें।

E-tender (through GeM Portal) under two-bid system are invited from eligible Manpower Service providers for providing Manpower Services (Data Entry Operators) to **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E) Kerala, Thiruvananthapuram-695001**. Requirements, eligibility criteria, Terms and Conditions of the contract have been clarified in the additional documents. Bid documents are available online at GeM Portal as well as on the website of **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E) Kerala, Thiruvananthapuram** i.e. <https://cag.gov.in/ae/kerala/en>. However, for any clarification, bidders may contact on general.ker.ae@cag.gov.in. Bidders are advised to read Bid documents (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

संविदा की अवधि : क) संविदा शुरू में 01.04.2023 से 31.03.2024 तक एक वर्ष की अवधि के लिए है और यदि आवश्यक हो, तो पारस्परिक समझौते पर बढ़ाया जा सकता है।

Period of contract : a) The contract is initially for a period of one year from 01.04.2023 to 31.03.2024 and could be extended, if required, on mutual agreement.

ख) संविदाकार को लिखित सूचना देकर संविदा की अवधि पूरी होने से पहले संविदा समाप्त करने का

अधिकार प्रधान महालेखाकार (ले व ह), केरल का कार्यालय, तिरुवनंतपुरम के पास आरक्षित रहता है ।

b) The office of Principal Accountant General (A&E) Kerala Thiruvananthapuram reserves right to terminate the contract before the completion of the contract period, by giving written notice to the contractor.

जनशक्ति की आवश्यकता और काम का स्थान

Manpower requirement and place of work

डेटा एंट्री ऑपरेटर

Data Entry Operators

स्थान Location	व्यक्तियों की संख्या* No. of persons*
प्रधान महालेखाकार (ले व ह), केरल का कार्यालय, तिरुवनंतपुरम O/o the Principal Accountant General (A&E) Kerala, Thiruvananthapuram	कुल - 29 (उनतीस) Total - 29 (Twenty Nine)

* व्यक्तियों की कुल संख्या अस्थायी है और इस कार्यालय की जरूरतों के अनुसार बदल सकती है और बोली लगाने वाला तदनुसार जनशक्ति प्रदान करने के लिए उत्तरदायी होगा । इस कार्यालय को कोषिकोड, तृशूर, एरणाकुलम और कोट्टयम में स्थित अपने शाखा कार्यालयों में भी जनशक्ति की आवश्यकता हो सकती है और इस कार्यालय द्वारा आवश्यकतानुसार शाखा कार्यालयों में जनशक्ति प्रदान करने के लिए बोली लगाने वाला उत्तरदायी होगा।

* The total number of persons is tentative and may change according to the needs of this office and the bidder shall be liable to provide the manpower accordingly. This office may also require manpower at its branch offices located at Kozhikode, Thrissur, Ernakulam and Kottayam, and the bidder shall be liable to provide manpower at the branch offices as required by this office.

Sd/-

वरिष्ठ उप महालेखाकार (प्रशासन)
Senior Deputy Accountant General (Admn)

BID DOCUMENTS FOR

“Hiring of manpower services (Data Entry Operators)”

Table of Contents

Annexure 1-Bid Submission Form

Annexure 2-Instructions to the Bidders

Annexure 3-General Conditions of Contract (GCC)

Annexure 4-Special Conditions of Contract (SCC)

Annexure 5-Schedule of Works / Services

Annexure 6- Technical Bid Form

Annexure 7- Notarized Affidavit form for Acceptance of Terms and condition of Bid.

Annexure 8- Notarized Affidavit form for relatives and non-conviction under IPC

Annexure 9- Notarized Affidavit form for having experience.

Annexure 10- Notarized Affidavit form for providing required service.

Annexure 11- Form of Articles of Agreement

Annexure 12- Form of Performance Bank Guarantee

Annexure 13- Bid Security Form

ANNEXURE-1
BID SUBMISSION FORM
(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

Date:

LETTER OF BID

To

Sr. Accounts Officer (General)
O/o the Principal Accountant General (A&E)
Thiruvananthapuram,
Kerala - 695001.

Ref: Invitation for Bid document No.....

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the manpower services (Data Entry Operators) to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We declare that we are not under liquidation, court receivership or similar proceedings, and not bankrupt.
7. We undertake to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
8. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
Full Name and Designation

ANNEXURE-2

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1. Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) through Government e-Marketplace (GeM) from reputed firms dealing with Ministries/Govt. departments for providing hired manpower services (Data Entry Operators) for its office.
- 1.2. While all efforts have been made to avoid errors in the drafting of the bid document, the participants to the Bid (hereinafter referred to as 'Bidder') are advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.3. The Bidder should download the Bid document/Notice Inviting Tender (including Instructions to the Bidders, General Conditions of Contract, Special Conditions of Contract, Schedule of Work) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document including various conditions of contract.
- 1.4. The bidder shall attach the copy of the authorization letter /power of Attorney as proof of authorization for signing on behalf of the Agency/Firm.
- 1.5. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6. The parties to the Bid shall be hereinafter referred to as the 'Bidders'.
- 1.7. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8. The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidder technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008. Bidder in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
 - b. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
 - c. **Clearance:** The Bidder should also have clearance from GST, and Income Tax Department. Relevant proof in support shall be submitted.
 - d. **Experience:** The Bidder should have Ten (10) years or more experience for providing manpower services in Government Departments under State/Central Government.
 - e. **Turnover:** The Bidder should have minimum gross turnover in the similar business of providing manpower as per the bid document (Preferably 10 Crores or more/year)
 - f. The bidder should have its own trained manpower on their rolls. A Notarized affidavit and undertaking that the service provider shall pay a minimum wage at the prevailing rate fixed under the Minimum Wage Act prescribed based on circular/Notifications/Order issued by the Finance Department, Government of Kerala and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.
 - g. The bidder should have a registered and functional office located at Thiruvananthapuram and preferably having branch offices at Kottayam, Kochi, Thrissur and Kozhikode. Documentary proof (along with Landphone Number of the office) for the same shall be uploaded by the bidder in GeM portal, failing which the technical bid shall be rejected.
- 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Incorporation Certificate issued by the Registrar of Companies /concerned authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested **copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour Licence** shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of ITR and GST/Service Tax Return for the last three financial years** shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), **attested copy of work orders** along with **work completion certificates / ongoing work certificates** issued by Government Departments under State/Central Government shall be acceptable. A notarized affidavit shall also be required to be submitted as per Annexure-9
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial year [2018-19, 2019-20, 2020-21 and 2021-22 (if available)] shall only be acceptable.
- (vi) Documentary proof in support of criteria at 2(g).
- (vii) Other documents as per Clause 6 of Annexure-2

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit in the form of Bank Guarantee/Demand Draft of State Bank of India as per bid document of GeM. The validity of the Bank Guarantee/Demand Draft must be up to three (03) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of '**PAO, Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram**' payable at **Thiruvananthapuram**.
- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to '**Sr. Accounts Officer (General), Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram-695001**' on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall be rejected.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 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.
- 3.8 The bid security (earnest money deposit) may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - a) Fails to sign the contract in accordance with the terms of the bid document.
 - b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
 - c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - d) In such case, the bidder is also liable to be debarred from future tendering.
- 3.9 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL

- 5.1 The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.
- 5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.
- 5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 2** of the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- 5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in **Clause 6 of Annexure 2** of the Bid Document in a sealed envelope super scribed "Bids for providing Manpower Services (Data Entry Operators)" in drop box at **General Section, Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram** or sent by speed post/registered post to '**Senior Accounts Officer (General), Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram-695001**' on or before the dates specified in the Bid document.
- 5.5 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- 5.6 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.
- 5.7 The important dates are mentioned in Bid document.

6. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid:-

- a. **Annexure-1:** The Bidder shall be required to print 'Bid Submission Form' as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure-7:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-7 to the effect of acceptance of the terms and conditions of the Bid Document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- c. **Annexure 8 :** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-8 to the effect that none of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- d. **Annexure-9:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-9 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has provided services in the Government Departments under State/Central Government.
- e. **Annexure-10:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that they have trained manpower on their rolls for providing requisite services in accordance with the conditions of the bid document.
- f. **Annexure 6: Technical Bid Form:** The Bidder shall be required to fill, sign, scan and upload the Technical Bid Form as per Annexure-6 in GeM Portal.
- g. **Earnest Money Deposit:** A scanned copy of earnest money deposit or exemption certificate should be uploaded through GeM Portal as per clause 3 of the bid document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 3.2 of Annexure-2.
- h. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Clause 2 of Annexure-2 of the Bid Document in support of their fulfillment of minimum eligibility criteria.

7. FINANCIAL BID:

- 7.1 The Bidder should quote rates for providing Manpower services (Data Entry Operators) in terms in Indian Rupees. **The consolidated price will be taken into consideration while awarding of contract to the successful bidder.**
- 7.2 The rates quoted shall be firm and final. The price should be all inclusive i.e. Minimum Wages, EPF, ESIC, Uniform & Liveries, Gratuity, Bonus, other statutory charges arising from time to time and the service charge for providing manpower services.
- 7.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, their bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION

- 9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
 - (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-1 in the prescribed format in GeM Portal.
 - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 6 in the prescribed format in GeM Portal.
 - (iii) That the Bidder has signed, scanned and uploaded copy of the Bid Document as per clause 1.3 of Annexure-2.
 - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 7 in the prescribed format in GeM Portal.
 - (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 8 in the prescribed format in GeM Portal.
 - (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in GeM Portal.
 - (vii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in GeM Portal.

- (viii) That copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original of the EMD and other affidavits should be submitted by the Bidders per the timelines specified in the Bid document.
- (ix) That the Bidder meets the minimum eligibility criteria as per Clause 2 of Annexure 2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per Annexure-2.

9.3 The originals of Earnest Money Deposit, Annexure-1, Annexure-6, Annexure-7, Annexure-8, Annexure-9, Annexure-10 and Authority Letter to sign on behalf of the Bidders should be delivered by the Bidder in an enveloped superscribed "Bid for providing Manpower Services (Data Entry Operators)" in drop box at '**General Section, Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram – 695001**' or sent by speed post/registered post to '**Senior Accounts Officer (General), Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram-695001**' on or before the dates specified in the bid document.

9.4 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.

9.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.

9.6 Financial Bids of only those bidders who qualifies in the technical evaluation stage shall be opened.

10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time.

10.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

11. RIGHT OF ACCEPTANCE:

11.1 The Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram reserves all rights to reject any bid including of those bidders who fail to comply with the instructions 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 Principal Accountant General (A&E) Kerala, Thiruvananthapuram in this regard shall be final and binding.

11.2 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.

11.3 The competent authority of the office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions of the contract

by the agency(ies) that has/have been awarded the contract, the competent authority of the Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram reserves the right to award the contract to the next higher 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.

- 11.5 The office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 12.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empaneled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (03) days** of receipt of the same by him.
- 12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

13. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 13.1 The Earnest Money Deposit of the unsuccessful bidders in the ***technical Bid evaluation stage*** shall be returned within seven (07) days after opening of the eligible financial Bids.
- 13.2 The Earnest money Deposit of the unsuccessful bidders in the ***financial bid evaluation stage*** shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 13.3 The Earnest money deposit of all the bidders shall be returned in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.
- 13.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

ANNEXURE-3

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower services (Data Entry Operators) has been awarded and the Client, “Office of the Principal Accountant General (A &E) Kerala, Thiruvananthapuram.
Letter of acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client’s premises
Confidential Information	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing manpower services in Client’s premises has been awarded

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen (15) days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of State Bank of India, a sum equivalent to 5% of the accepted contract value in favour of '**Pay and Accounts Officer, Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram**', payable at Thiruvananthapuram.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide manpower in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement (Annexure – 11) before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement (Annexure – 11) in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.
- 4.5 The Contract Agreement (as provided in Annexure – 11) is only a draft proforma and the Client is competent to make additions, deletions, amendments of any or all clauses of the draft Contract Agreement, before signing of the contract.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Contractor shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

- 6.1 The Contract shall become legally binding and in force only upon:
 - a) Submission of Performance Bank Guarantee.
 - b) The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall

- be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The contractor shall submit to the client the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the contractor shall be submitted on every month to the Client.
 - 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
 - 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
 - 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
 - 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
 - 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same, failing which entry of the employees to the office premises will not be allowed under any circumstance.
 - 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
 - 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
 - 7.11 The contractor shall pay the wages for each month to the employees as agreed in the contract on or before 2nd working day of the following month and submit documentary proof (Bank Statement) of the same to the client.
 - 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor monthly.
 - 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
 - 7.14 The contractor shall submit monthly bill to client for payment along with supporting documents, viz. Attendance sheet (details of persons engaged during the month), wages sheet (monthly wages of each person engaged by the contractor), Bank statement (proof of payment of wages to each person engaged by the contractor), Documentary proof of payment of other statutory benefits (EPF, ESI etc). Monthly payment shall be made by the Office of Principal Accountant General(A&E) Kerala to the contractor only on production

of these documents.

- 7.15 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.16 All necessary reports and other information shall be supplied immediately as and when required by the Client and regular meetings will be held with the Client.
- 7.17 The contractor shall ensure that no persons below the age of 18 years is engaged and person(s) engaged should be of sound health and fit for the duties related to this engagement. Manpowers engaged shall be trained (at the cost of the Contractor) for providing services.
- 7.18 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof. No payment shall be paid by the Client towards the deployment of supervising staff.
- 7.19 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.20 The personnel engaged by the Contractor shall be dressed in neat and clean uniform.

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - a) caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - b) consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided / required to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.
- 9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any "employee-employer" relationship with any of the workers of the Contractor.

10. PAYMENTS

- 10.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- 10.2 The prices shall be exclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 10.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month along with supporting documents (Attendance sheet, wages sheet, bank statement in proof of payment of wages, documentary proof of payment of statutory benefits etc). The Client shall make all endeavor to make payments within 5-10 days from the date of the receipt of the invoice to the Contractor.
- 10.4 Wages shall be paid based on the number of days on which persons are engaged by the client.
- 10.5 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision as and when revised by the Government, shall be entertained by the Client during the period.
- 10.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the bid document.
- 10.7 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 10.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

- 10.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 10.10 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees
- 10.11 The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules & GEM Transaction charges. 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.

11. VALIDITY OF CONTRACT

- 11.1 The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.
- 11.2 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.3 The Client reserves right to terminate the contract before the completion of contract period, by giving written notice to the Contractor and no amount shall be paid to the contractor by the client for the remaining period.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
 - (iv) Earthquake, fire, flood or cyclone, or other natural disaster
- 12.2 As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
- a) the nature and extent of the event of Force Majeure

- b) the date of commencement of the event of Force Majeure
- c) the estimated Force Majeure Period,
- d) reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

- 13.1 This Contract may be terminated forthwith by either party by giving written notice to the other if:

The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor :

a) In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

b) if the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

c) The Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the Client 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.
- (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)

15. INSOLVENCY

- 15.1 The competent authority of the office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

15.2 If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

16. CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules madethereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Thiruvananthapuram and the decision of the arbitrator shall be final and binding on the parties.

17.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Kerala.

17.3 CORRUPT OR FRAUDULENT PRACTICES The Contractors shall observe the highest standard of ethics during the period of the contract.

17.4 Client's office shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

17.5 Client's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

17.6 Client's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

ANNEXURE-4
SPECIAL CONDITIONS OF CONTRACT(SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Annexure -2 and General Conditions of the Contract (GCC) as contained in Annexure-3.

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central/State Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. LABOUR LAW COMPLIANCES

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- 3.2 All wages allied benefits such as leave, ESI, EPF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 3.3 It is mandatory that the employees must be paid through bank only.
- 3.4 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 3.5 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.6 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract.
- 3.7 The Contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS:

- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, EPF etc. in respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent), educational qualifications, ID proof and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
 - (a) List of employees with their date of engagement
 - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.) of each employee in respect of the total days of engagement.
 - (c) Documentary proof (Bank Statement) of payment of wages to the employees.
 - (d) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - (e) Declaration of the Contractor regarding compliance of Amount of EPF / ESIC
- 4.5 The Contractor shall also prepare and maintain a register indicating all payments / dues in respect of all the employees.

ANNEXURE-5

SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED

In this Schedule of Requirements, the details of manpower services (Data Entry Operators) to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 1.3 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.4 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.5 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.6 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.7 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
- 1.8 The contractor shall ensure that no persons below the age of 18 years is engaged and person(s) engaged should be of sound health and fit for the duties related to this engagement.
- 1.9 The persons engaged by the Contractor should possess Higher secondary (12th std) pass from a recognized Board and submit proof of the same the Client.
- 1.10 The working days for the persons will be as per the requirements of the Client. Work may have to be undertaken beyond Office hours on special occasions and on holidays as per requirement of the client.
- 1.11 It shall be the responsibility of the contractor to provide the specified number of persons on all days as per the requirement of the client. The contractor shall make substitute arrangements in the absence of engaged person(s) under intimation to the Client.

- 1.12 The engaged persons should report to the office as per the timing requirement of Client sufficiently early in order to complete the associated / related work before the commencement of the office at 9.00 am.
- 1.13 The engaged persons should be able to do data entry work in English and Malayalam. The minimum data entry speed required for the engaged persons shall be 8000 key depressions per hour. In addition, translation skills from Malayalam to English and from English to Malayalam is mandatory for the engaged persons. A skill/screening test will be conducted by the client and only those persons who clear the skill/screening test shall be engaged by the contractor.
- 1.14 Persons with certifications in data entry shall be preferably engaged for Data Entry Work.

2. PENALTIES

- 2.1 The contractor should ensure that wages of every month are paid on or before 2nd working day of the following month and should submit a report – personnel wise on the amount of wages paid along with the monthly bill. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit / Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be encashed. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, the Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 2.2 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / Supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 2.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 2.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

3. SCOPE OF WORK-CONTRACTOR

- 3.1 Vendor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 3.2 The agency shall provide proper uniform and Identity cards along with other required materials to the deployed staffs.
- 3.3 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.

- 3.4 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent), ID proof of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 3.5 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 3.6 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 3.7 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 3.8 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 3.9 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 3.10 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 3.11 The payments to its employees shall be disbursed by the Contractor through Bank Account remittance. The Contractor shall be required to produce details of bank transfer along with the monthly invoice to the Client.

4. SCOPE OF WORK – FOR SERVICES

Contractor's personnel shall be deployed at Office of the Principal Accountant General (A&E), Kerala Thiruvananthapuram as per following detail:

Data Entry Operators

Location	No. of persons *
O/o the Principal Accountant General (A&E) Kerala, Thiruvananthapuram.	Total – 29

* The total number of persons is tentative and may change according to the needs of this office and the bidder shall be liable to provide the manpower accordingly. This office may also require manpower at its branch offices located at Kozhikode, Thrissur, Ernakulam and Kottayam, and the bidder shall be liable to provide manpower at the branch offices as required by this office.

While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.

5. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel engaged in the client's premises adhere to the office discipline/decorum and instructions issued from time to time by the competent authorities.

CONFIDENTIALITY

- ✓ The phone number and movement plans of the client shall not be given to anyone.
- ✓ The following information about the client shall not be given to anyone.
 - ✓ Car make, color and number of any officer(s)/official(s).
 - ✓ Telephone no. / Any other information.
 - ✓ Location and movement plans.
 - ✓ Meetings and conference schedules.
 - ✓ Site plan of the premises.
 - ✓ Travel details of the clients.
 - ✓ Assets of the office.

TELEPHONE HANDLING

- ✓ The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

FRISKING / CHECKING PROCEDURES

- ✓ All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.
- ✓ If anything untoward is found, it must be reported to Sr. Accounts Officer (General).

NOTE FOR THE CLIENT

- ✓ List of authorized signatories to be provided.

ANNEXURE-6
TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorised person submitting the Bid
“Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
5. Address of the firm.....
6. Tel no. with STD code
(O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number
16. PAN Number, Income Tax circle.....
17. GST No.
18. Registration No.
19. ESIC Registration No.

20. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

21. Description of similar work during the last three financial years in Government Departments

Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence upload (Yes/No)

Details of Uploaded Documents

1.	Signed & Stamped copy of Bid Document	Yes/No
2.	Authorization letter/ Power of Attorney	Yes/No
3.	Earnest Money Deposit	Yes/No
4.	Copy of PAN	Yes/No
5.	Copy of GST	Yes/No
6.	Copies of Last three years Balance Sheet	Yes/No
7.	Copies of ITR for the last three years	Yes/No
8.	Experience Certificates and Work orders	Yes/No
9.	Documentary Proof of registered office	Yes/No
10.	Copy of Incorporation Certificate	Yes/No
11.	Copy of ESI, EPF registration	Yes/No
12.	Annexure-1	Yes/No
13.	Annexure-6	Yes/No
14.	Annexure-7	Yes/No
15.	Annexure-8	Yes/No
16.	Annexure-9	Yes/No
17.	Annexure-10	Yes/No

Signature of Bidder along with Stamp.....

Name , Designation and Address of Bidder.....

ANNEXURE-7

UNDERTAKING

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).
A copy of Affidavit should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the BidDocument.**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That 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 are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the office of the Principal accountant General (A&E) Kerala, Thiruvananthapuram to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Principal accountant General (A&E) Kerala, Thiruvananthapuram to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Principal accountant General (A&E) Kerala, Thiruvananthapuram to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

ANNEXURE-8

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

A copy of Affidavit should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the Bid Document.

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in the Indian Audit and Accounts Department as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, Office of PAG(A&E) Kerala shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

ANNEXURE-9

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)

A copy of Affidavit should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the bid

DOCUMENT

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No.....dated.....
- (ii) That my agency M/s.....has at least_____years of experience for providing manpower services in Government Departments under State/Central Government. The details of work experience and work completion certificates have been enclosed.
- (iii) That my agency also has carried out at least one similar work of providing hired manpower services costing not less than Rs._____crore for entire one contract in the last three years in Government Department.....

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

ANNEXURE-10

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)

A copy of Affidavit should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the bid

DOCUMENT

- (i) That I, the undersigned undertake that my agency M/shave its own trained manpower on our rolls to provide requisite services in accordance with the Bid Document No. dated 2022.
- (ii) I also undertake that the workers employed would be paid as per the Minimum Wages Act prescribed based on circular/Notifications/Order issued by the Finance Department, Government of Kerala and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.
- (iii) I also undertake that the employees would be paid the wages for every month as per clause (ii) above on or before the 2nd working day of the following month and the documentary proof of payment of wages (Bank Statement), attendance sheet, wage sheet and other statutory obligations (ESI, EPF etc) shall be submitted along with the monthly bill.
- (iv) I also undertake to furnish all necessary reports and other information immediately as and when required by the Office of the PAG(A&E) Kerala Thiruvananthapuram and also hold regular meetings with the Office of the PAG(A&E) Kerala.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

ANNEXURE-11
Articles of Agreement

CONTRACT AGREEMENT NO DATED

THIS AGREEMENT is made on between **Principal Accountant General (A&E), Kerala, Thiruvananthapuram** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Thiruvananthapuram.

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through GeM Portal, vide Notice Inviting for “**hiring of manpower services (Data Entry Operators) for O/o the Principal Accountant General (A&E), Kerala, Thiruvananthapuram at its office and branch offices** under Bid Document No..... Dated..... for a period of one year from 01st April 2023 to 31st March 2024.

- II. AND WHEREAS the Contractor submitted his bid through GeM portal in accordance with the procedure mentioned in the Notice Inviting Quotation along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

- III. AND WHEREAS the Client has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].

- IV. **AND WHEREAS** the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.

- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

- VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for services in the Client’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

- VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax

Charged in the said bill

IX **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 - (h) Bid Document, Notice Inviting Tender and its Annexures.
 - (i) General Conditions of Contract, Special Conditions of Contract, Schedule of works.

This Agreement shall prevail over all other Contract documents.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
5. The contractor should engage 29 (twenty nine) persons or a lesser number, as decided by the Client, of persons at a time. As far as possible the same persons should be engaged throughout the contract period. In case the Client decides to engage more than 29 persons, the Contractor shall supply the required persons under the existing terms and conditions.
6. The contractor should be able to monitor & provide suitable persons for deployment at the Client's Office at Thiruvananthapuram and branch offices at Kottayam, Ernakulam, Thrissur and Kozhikode as per the directions from the Client from time to time.
7. The persons engaged by the contractor should possess minimum educational qualification of Higher Secondary (12th std) pass from a recognized Board. The Contractor should provide the copies of certificates in proof of name, address, date of birth, educational qualifications, driving license, Aadhaar Card and experience certificate, if any, of the persons supplied.
8. The engaged persons should be able to do data entry work in English and Malayalam. In addition, the persons should have proficiency in translation skill from Malayalam to English and vice versa.
9. The contractor should ensure that no persons below the age of 18 years is engaged and person(s) engaged should be of sound health and fit for the

duties related to this engagement.

10. The working days for the persons will be as per the requirements of the Client. The normal working hours for the engaged persons shall be the working hours of the client. However, work may have to be undertaken beyond office hours on special occasions and on holidays as per the requirement of the client.
11. It shall be the responsibility of the contractor to provide the specified number of persons on all days as per the requirement of the Client. The contractor shall make substitute arrangements in the absence of engaged person(s) under intimation to the Client.
12. The engaged persons should report to the office as per the timing requirement of the Client sufficiently early in order to complete the associated / related work before the commencement of the office at 9.00 am.
13. The engaged persons shall report to the Assistant Accounts Officer / General Section on all days at the specified time in morning and evening. Non observance of this condition will be treated as absence of the engaged person(s) and payment will not be made on these days.
14. The contractor shall be responsible to the issues concerning welfare, medical etc of the person(s) engaged.
15. The contractor shall ensure that the engaged persons should not have any police/court cases pending against them.
16. The Contractor shall be responsible for all risks involving the engaged persons. They should have adequate insurance coverage either by person himself or by the firm. The contractor shall be liable for paying minimum wages and other statutory payment set by competent authority to the engaged persons.
17. The Client reserves all right to engage/disengage any particular person(s) at any time during the period of contract without citing reasons thereof. The contractor shall be responsible to provide suitable substitutes in place of disengaged person at the earliest but within a maximum period of 2 days from the date of issue of notice of disengagement, failing which the contractor shall be liable to pay damages as fixed by the Client.
18. All the engaged person should adhere to the Office discipline/decorum and instructions issued from time to time by the competent authorities.
19. The contractor shall pay wages in respect of every month to the persons engaged on or before 2nd working day of the following month. The payment will be given to the contractor by the client on submission of the bills by the contractor along with supporting documents (attendance sheet, wages sheet, Bank statement of payment of wages to employees, documentary proof of payment of statutory benefits (EPF, ESI etc)). TDS at applicable rates will be deducted from the bill amount.
20. The contractor shall not be entitled to any claim on the office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram other than the monthly service charge becoming due to the contractor for providing the services of persons engaged in the office of the Accountant General (A&E)

Kerala Thiruvananthapuram and its Branch Offices at Kottayam, Ernakulam, Thrissur and Kozhikode.

21. The contractor agrees that he shall compensate the Office of the Principal Accountant General (A&E) Kerala Thiruvananthapuram for any loss or theft or pilferage of any materials of the said office and its Branches or any damage to the premises, furniture, plant and machinery caused due to negligence and dereliction of duty of the engaged persons.
22. The contractor agrees that he shall not claim any damage or compensation or reimbursement of any expenses which has been incurred by him in compensating the persons deputed by him for work in the Office of the client.
23. The contractor agrees that the persons engaged for work shall be the employees of the contractor in all respects.
24. The contractor agrees that in the event of non-fulfilment of contractual obligations by the contractor, the work will be executed at his risk and cost and charges if any will be recovered from the contractor.
25. The contractor agrees that Senior Deputy Accountant General (Admn), Office of the Principal Accountant General (A&E) Kerala Thiruvananthapuram reserves all rights to cancel the contract at any time during the contract period with by giving written notice without assigning any reasons and the contractor shall not have any claim for payment in respect of the remaining period of the contract.

X. AND WHEREAS the parties agrees that this Agreement shall supersede all previous communications both oral and written and provisions contained therein shall not be omitted, added to or amended in any manner except in writing and signed by both the parties thereof.

XI. AND WHEREAS The document together with any attachment signed by both the parties shall constitute the entire contract between the Contractor and the Office of the Principal Accountant General (A&E) Kerala, Thiruvananthapuram. The Contract shall be governed in all respects by Indian Law.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of **Office of the
Principal Accountant General
(A & E), Kerala,
Thiruvananthapuram**

(Authorised Signatory)

(Authorised Signatory)

Witness (1)

(1)

(2)

(2)

ANNEXURE-12

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Bank Guarantee No: Date:.....
Amount of Guarantee:
Guarantee Period: From to.....
Guarantee Expiry Date:

WHEREAS The Office of the Principal Accountant General (A&E), Kerala having its office at Thiruvananthapuram (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*] (hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services (Data Entry Operators) shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Bid Documents number [*insert reference number of the Bid Documents*] dated [*insert date of issue of Bid Documents*]... and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank

guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated *date of power of attorney to be inserted*]..... granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

ANNEXURE-13

BID SECURITY FORM

No.....

Date.....

To

**The Principal Accountant General (A&E),
Kerala, Thiruvananthapuram**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated for providing manpower services (Data Entry Operators) on contract basis under Bid Document Nodated KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs.(Rupees) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in.....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch