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# e-TENDER

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For Providing Manpower to  
work as Drivers on  
outsource Basis.

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**Jammu & Kashmir Institute of  
Management Public  
Administration & Rural  
Development.**

M.A. Road  
Srinagar -190015  
Ph :0194-2472825

Email : [jkimpa@yahoo.co.in](mailto:jkimpa@yahoo.co.in)

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Tender No. JKIMPARD/Adm/E-11/2020  
Dated : 24/02/2020

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## TENDER (For Supply of Manpower)

e-Tenders are hereby invited from eligible Manpower Service Providers (Labour contractor) registered/licensed with Labour Department for the supply of skilled manpower to work as Drivers in JKIMPARD, M.A. Road, Srinagar on contract basis for the period one year from the date of issue of work order. The e-Tender document shall be available on website <https://jktenders.gov.in> w.e.f 25/02/2020. The details of e-Tender are as follows

S. No	Name of Tender	Earnest Money (Amount in Rs)	Tender document fee (Amount in Rs)	Tender Value
1.	Manpower Service Providers (Labour contractor) registered/licensed with Labour Department for the supply of skilled manpower to work as Drivers in JKIMPARD, M.A. Road, Srinagar	Rs 18,000/-	Rs 100/-	Rs.5,50,000.00 (Approximately)

Detailed Tender Documents along with Bill of Quantities (BOQ) and terms & conditions etc. can be downloaded from [www.jktenders.gov.in](http://www.jktenders.gov.in) as per the schedule given below:

1. Date of Issue of Tender Notice: 24/ 02 /2020
2. Date of uploading of Tender Document: 25 / 02/2020
3. Bid Submission Start Date: 26/02/2020
4. Bid Submission End Date: 17 / 03 /2020
5. Receiving hard copy of all prescribed documents & Original DD & EMD: 17/03/2020.
6. Bid Opening Date: 18 / 03 /2020

The bid must be accompanied with cost of tender documents in shape of non-refundable DD of Rs 100 (Rupees one hundred only) drawn in favour of FA&CAO, JKIMPARD, J&K.

Earnest money in the shape of CDR/FDR for the above amount shall be pledged to the FA&CAO, JKIMPARD, J&K.

Hard copies of prescribed documents received after the scheduled date shall not be entertained.

Address for communication and contact details. Deputy Director, JKIMPARD, Srinagar, M.A. Road, Srinagar – 190015 Ph : 0194-2472825 Fax : 0194-2472825 Email : jkimpa@yahoo.co.in

Note:-

1. All eligible/interested Service Providers who want to participate in tendering process should compulsorily get enrolled on e-tendering portal <https://jktenders.gov.in>
2. It is compulsory for all participants to submit all documents online.
3. Other terms and conditions are mentioned in the tender documents. Right to reject any or all online bid of work without assigning any reasons thereof is reserved by JKIMPARD.
4. Above Tender Notice is displayed on website <https://jkimpa.nic.in>

Financial Advisor,  
JKIMPARD.

**NOTICE DETAILS OF E-TENDER FOR OUTSOURCING SERVICES OF CONTRACT DRIVERS**

Tender No.	No. JKIMPA/Adm/E-11/2020
Name Of Work/Item	Out Sourcing services Of Drivers.
Cost of Tender document	Rs. 100 /-(Rupees hundred only )
EMD amount	Rs. 18000/-(Rupees eighteen thousand only)
Date, time and place of pre-bid meeting	On at Office of the Financial Advisor, JKIMPARD, M.A. Road, Srinagar.
Venue, date and time of online opening of tender.	On at Office of the Financial Advisor, JKIMPARD, M.A. Road, Srinagar.
Address for Communication	Deputy Director, JKIMPARD, Srinagar M.A. Road, Srinagar - 190015
Contact Telephone & Fax Numbers	Deputy Director, JKIMPARD, M.A. Road, Srinagar - 190015 Ph : 0194-2472825 Fax : 0194-2472825 Email : jkimpa@yahoo.co.in

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## 1. Introduction:

Jammu & Kashmir Institute of Management Public Administration & Rural Development herein after referred to as JKIMPARD wants to select Man power service provider (herein after referred to as Contractor) for supply of manpower to work as Drivers on outsource basis for the period one year from the date of issue of work order at JKIMPARD, J&K.

The e-Tender in the prescribed format is invited from the Reputed Agencies/Firms having experience of at least 3 years in providing services in this field to Central Government / State Government Departments, Public / Private Sector Undertakings, MNCs etc.

## 2. General Instruction:

The bid must be accompanied with cost of tender document in shape of non-refundable DD of Rs.100/- (Rupees one hundred only) drawn in favour of FA&CAO, JKIMPARD, J&K & Earnest money in the shape of CDR/FDR for the amount Rs.18000/- shall be pledged to the FA&CAO, JKIMPARD, J&K.

## 3. Scope of Work:

3.1.1. Providing manpower for carrying out the job as per terms and conditions mentioned below

Sr. No.	Type of Personnel	Essential Qualification	No. of required manpower
01	Drivers	<ol style="list-style-type: none"><li>1) The drivers shall have a valid driving license for Light Motor Vehicles (Four Wheeler) issued by the competent authority under the provisions of Motor Vehicles Act, 1988.</li><li>2) The driver shall have a recent experience certificate of driving LMV for minimum of 3 years in J&amp;K.</li><li>3) The driver must possess 8<sup>th</sup> class passing certificate from recognized Board from the State of J&amp;K.</li><li>4) The age shall be within limit of 21-50 years.</li><li>5) The Driver must have a clean driving record which includes but does not limit to the following provisions:-</li></ol>	03

		<p>a) Driver should not have been found guilty for contravention of any grave provisions under the Motor Vehicles Act, 1988.</p> <p>b) Driver shall not be involved in any case related to accident under the relevant provisions of prevailing statutes.</p> <p>c) Driver must not have any physical deformity and must possess clear eyesight without any health issue pertaining to color blindness or/and night blindness.</p>	03
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The Drivers required to drive the vehicles (Viz. Bolero, Maruti Esteem, Maruti Suzuki Omni, Maruti Dzire, TATA Manza or other motor car) of the Offices of the JKIMPARD located in the J&K UT as per terms and conditions mentioned herein this tender documents.

The services of the drivers are required for 10 hours daily on Government working days, which may be increased as per the requirements of JKIMPARD.

#### **OTHER TERMS & CONDITIONS**

The services of manpower to be provided shall be on the basis of fixed payment of minimum wages, Employees Provident Fund, ESIC, etc. The services to be provided are in the form of outsourced job work and will not create any right of employment in JKIMPARD of whatsoever nature.

The Tenderer should possess the registration/certificate/license/permit as required under relevant statutes including GST, Contract Labour (Regulation & Abolition) Act, 1970 etc.

The attendance sheet of drivers will be maintained by the concern establishment and separate log-sheet shall be maintained by driver, which shall be certified by the user officer or concerned designated authority on daily basis. Based on their attendance and or log sheets, the invoice for payment with statutory liabilities shall be prepared and submitted every month.

The working hours for drivers are 10 Hrs. daily on all working days. If necessary, they will be required to work on Saturday, Sunday and Public Holidays for which overtime / extra work charges will be paid as per the accepted bid for the same.

In case of absence of the person provided, pro-rata deduction will be made from the person-monthly charges payable considering number of working days. In case of any person provided is found unsuitable for the job, the substitute arrangement will have to be made immediately by the Contractor without any additional cost.

The Contractor has to make all the arrangements at his own cost for payment of remuneration to the persons provided and all statutory contributions/ deductions etc., in

respect of this contract. The registrations required under various statutes including PF Act and ESIC Act, GST and other related Act etc., will have to be indicated and they shall be required to produce the Establishment Code Numbers issued by the respective appropriate authorities. In case of amendment/modification in provisions of any statutes, the registration if warranted or payment of any charges necessary will be to contractor's account only.

Initially the contract will be for **the period one year from the date of issue of work order..** The contract will automatically stand terminated as soon as the period of contract is over. No separate notice will be issued to the contractor for the termination of the contract.

The value of the contract is approximately Rs. **Rs.5,50,000.00** /- (**Rs. Five lakhs & fifty thousand Only**) for the period.

The successful bidder will have to pay Security Deposit @ 3 % of value of contract per year.

The payment towards services provided shall be made on monthly basis, after completion of the month and on submission of bill in duplicate along with required certification in the prescribed format or log-sheets within 60 days from the date of submission of bills. The Jammu & Kashmir Institute of Management Public Administration & Rural Development shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any administrative ground which may please be noted.

The services to be provided are in the form of outsourced work and will not create any right of employment in Jammu & Kashmir Institute of Management Public Administration & Rural Development of whatsoever nature.

In case of any dispute regarding interpretation of terms and conditions, the decision of the Director General, JKIMPARD shall be final and binding **on Contractor.**

The traveling expenses will not be paid by the Department to the persons for attending the works. Further, the travelling period will not be included in the duty hours for the purpose of calculation of duty period or overtime / extra work charges as the case may be.

All type of payments such as salary, overtime / extra work charges, Provident Fund, Bonus, Leave Salary, etc., to the persons provided shall be borne by the contractor without any extra cost to the Department except overtime / extra work charges and the Contractor shall be responsible for all sort of security regulations.

(a) The Director General, JKIMPARD reserves the right to reject or to discontinue the services of the contractor without any notice at any time during the contractual period, at the risk and cost of contractor, if the performance of the persons provided is found

unsatisfactory.

(b) In case any person provided by the contractor does not satisfy the basic norms of good work and conduct/integrity he should be removed immediately without notice and suitable substitute should be arranged with immediate effect.

Jurisdiction of all suits/legal proceedings as regards to the work as per this tender and order thereof shall be subject to the court at J&K.

This contract is a contract for service and there is no express or implied relationship of employer and employee between bidder's persons/representatives and the Jammu & Kashmir Institute of Management Public Administration & Rural Development.

The contractor shall be liable for payment of Minimum Wages, Bonus, PF, Gratuity, ESIC Leave, Workmen's Compensation for accidents etc., as applicable to the persons provided.

The persons deputed to the premises of the JKIMPARD Department shall be available in the said premises for the work entrusted to them.

The contractor shall ensure that all his personnel, while in the premises of the Jammu & Kashmir Institute of Management Public Administration & Rural Development; comply with the Jammu & Kashmir Institute of Management Public Administration & Rural Development rules and regulations regarding safety, security, discipline and good conduct and should always wear an ID card which is to be provided by the contractor to the drivers. It is to be noted that any contravention of these provisions will make the concerned driver ineligible to enter into the premises of the JKIMPARD and for which he/she will be considered as absent from the duties and liability of the same would be on the contractor.

The contractor shall also ensure that all the drivers deputed on duties must be in the dress code of the drivers and should submit the Medical Certificates of all the Drivers before deploying them on duties, complying the requisite conditions stipulated in this document.

The contractor shall not sub-contract this contract in any circumstances whatsoever.

The contractor shall be responsible for compliance of all applicable laws, Local/State/Central Governments laws, Rules etc., and shall take all necessary steps for obtaining registrations, licenses, renewal thereof, maintaining proper records/registers and submitting necessary returns to the authorities concerned. In the event of non-compliance or contravention of any of the provision of any laws due to failure or negligence, the Contractor shall remain fully liable and shall also keep the Jammu & Kashmir Institute of Management Public Administration & Rural Development fully indemnified against any risk, consequences, and/or cost arising thereof.

The contractor shall have to ensure safety at the work place. It is necessary that the



persons, who are deputed by the contractor to provide the said services to the Department, should be in good health, have proper eyesight and should not have any medical problems, which may endanger his/her life and the life of Jammu & Kashmir Institute of Management Public Administration & Rural Development Personnel and its property.

The contractor shall keep the Jammu & Kashmir Institute of Management Public Administration & Rural Development indemnified against all claims arising out of this agreement including any loss, theft or damage to the life and/ or property of the employees of the Jammu & Kashmir Institute of Management Public Administration & Rural Development and/ or the property of the Jammu & Kashmir Institute of Management Public Administration & Rural Development caused by the fault negligence or lapse on the Contractor's part or any of his persons/agents.

Income Tax as per rules will be deducted from the contractor's bill.

The contractor will have to enter into agreement with Jammu & Kashmir Institute of Management Public Administration & Rural Development separately within 10 days from the date of issue of letter of award.

All persons provided by the contractor should be under the scheme like Group Accident Insurance against the liability in accident under "Workmen's Compensation Act," 1923. In case of violation of terms and conditions as laid down in the contract by the contractor, the contract will be terminated by giving 15 days' notice at the risk and cost of the Contractor.

The terms and conditions stated above are not exhaustive. All the terms and conditions stipulated in the standard terms and conditions for works also form part of the tender conditions and the tenderers are bound to accept the same. If any condition appearing above contradicts the standard terms and conditions for works, the above said conditions will supercede the standard conditions.

#### 4. Period of Contract and additional scope of work

The contract shall be initially for a period from date of issuance of Letter of Award (LOA) to . If required, further extension will be given through mutual consent. The department reserves right to extend the contract for further period on the same terms and conditions. The Contractor is bound to accept such extension orders.

JKIMPARD may also call for fresh financial bids, from the technically qualified bidders, any time after , if deemed necessary. The selected contractor shall be asked to provide required Manpower to JKIMPARD. Details of qualification & Nature of work for which Manpower is required shall be as per **Annexure-I**.

Duration of the contract shall be as above subject to quarterly appraisal and review by the Tendering Authority. In case, the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be forfeited along with penalty as decided by the Tendering Authority.

The wages payable to the manpower will be as per Minimum wages prescribed under the relevant statutory provisions. This kind of manpower should be provided within 15 days from the date of communication requesting to provide the same.

#### 5. MINIMUM ELIGIBILITY CRITERIA

The following shall be minimum eligibility criteria for selection of bidders technically. Only those service providers who fulfil the following criteria are eligible to respond. Offers received from the service providers who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

**Legal Valid Entity:** The Bidder shall be a Company registered under the Companies Act, 1956, a firm (partnership / proprietorship), association of persons, body of individuals, co-operative societies or any artificial juridical person.

**Registration:** The Bidder should have requisite registration / licence for doing business of providing the required manpower, on contract basis, under the applicable Law. The bidder should also be registered under the GST Act and Income Tax Act.

**Clearance:** The Bidder should submit proof of payment of tax due under the Service Tax / GST Act and Income Tax Act. Relevant proof shall be submitted.

**Experience:** The Bidder should have experience in providing similar manpower in Central/State Govt. or Govt. undertaking organisations/Large corporates or financial institutes etc. for last three Financial Years **(2016-17, 2017-18 & 2018-19)**.

The bidder should have fully operational office located in J&K.

The bidder should not have been black listed or declared to be ineligible to participate in the bid for corrupt, fraudulent or any unethical business practices by any department of Central Govt. /J&K Govt. or Govt. undertaking.

## **Documents supporting the Minimum Eligibility Criteria:**

While submitting the bid, online, the bidders should submit following documents in support of fulfilling the eligibility criteria mentioned in the clause no. 5. The bids uploaded without the supporting documents mentioned below are liable to be rejected.

In proof of having fully adhered to the minimum eligibility criteria at attested copy of Certificate of Incorporation issued by the appropriate Authority / relevant document shall be submitted.

In proof of having fully adhered to minimum eligibility criteria at attested copy of the certificate under Contract/Labour Act 1970, attested copy of PAN card and Registration Certificates under the GST Act shall be submitted. In addition, the EPF and ESIC Registration certificates shall also be submitted.

In proof of having fully adhered to minimum eligibility criteria an attested copy of Clearance Certificate or **Last three years returns (2016-17, 2017-18 & 2018-19) filed under Service Tax and Income Tax** and challans filed with the **respective department** shall be submitted.

In proof of having fully adhered to minimum eligibility criteria at attested copies of experience certificates for completed or ongoing works/Services issued by the Central Govt. / State Govt. or Govt. undertaking organisations shall be submitted. In case of large corporates, financial institute, experience certificates from the organisations shall be submitted. The bidder has to submit the relevant work experience certificates indicating work experience, value of work order, period of work order, name of organization, name of officer in charge, monitoring the contractor and his/ her contact details.

In support of minimum eligibility criteria at the bidder should submit attested copy of the Audit Report and Audited Balance sheet for the completed three financial years i.e. for **2016-17, 2017-18 & 2018-19** certified by Chartered Accountant. (2016-17 to 2018-19)

In support of eligibility criteria, the bidder should submit the Address and contact nos. of the office located in J&K and supporting documents to prove that the office is operational.

The bidder should also submit the list of 5 key employees along with contact nos. email ids working in this office.

In support of eligibility criteria at the bidder should submit an undertaking (self-certificate) on a stamp paper that the bidder has not been blacklisted by any department of Central Govt./J&K Govt. or Govt. undertaking.

EMD/Security deposit/Bank guarantee not forfeited certificate as per **Annexure C**.

No relation Certificate as per **Annexure –II**.

The bidder shall submit Technical Bid form as per **Annexure III**.

For the bids to be considered, the Bidders are requested to furnish documents for each of the above clauses. The tender bid must be submitted containing an index of page numbers where the above information is furnished.

**The JKIMPARD reserves the right to cross verify the claims made by the bidders and to carry out the capability assessment of the bidders and the JKIMPARD's decision shall be final in this Regard.**

## **6. Bidding Process:**

The Bidder is expected to carefully go through all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer.

### **Submission of Tender:**

- i) The bids shall be uploaded online on the website <https://jktenders.gov.in>
- ii) The non-refundable Tender Fee at Rs. /- should be paid by the bidder.
- iii) Earnest Money Deposit (EMD):
  - i) The EMD at Rs. /-should be paid by the bidder
  - ii) The EMD of all unsuccessful Bidders would be refunded by the Department after the selection of L1. The EMD, for the amount mentioned above, of the successful Bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 3% of Total Contract Value in the format provided in Annexure-VI of this RFP. No interest will be paid by the Department on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidder) without any accrued interest on it.
  - iii) The Bid submitted without EMD, mentioned above, will be summarily rejected.
  - iv) The EMD may be forfeited if a Bidder withdraws the Bid during the period of Bid validity. In case of successful bidder the EMD may be forfeited if the Bidder fails to execute the agreement / contract within 10 days from the date of the issue of the work order or to submit Security Deposit as specified in the terms and conditions.
  - v) If any firm/legal entity wants to claim exemption from submission of EMD and /or performance security at the time of submission of bid/signing contract respectively, then documentary evidences/supporting documents such as Copy of Government resolution/order etc. issued by the Government of J&K giving such type of exemption for providing manpower supply service should be submitted online, along with Technical Bid.

### **Technical Bid:**

The Technical Bid shall contain scanned copies of following documents. These documents need to be digitally signed by authorized signatory digital signature and uploaded during online bid preparation stage. Original copies shall be kept ready at the time of opening of the tender.

- (A) The list of documents to be submitted online with the Technical Bid are as follows:
  - i. Tender offer form duly filled in. (Annexure - A)
  - ii. Bidders Authorization Certificate. (Annexure - B)
  - iii. Self-Declaration for unblemished record (Annexure ó C) (Notarized Affidavit)
  - iv. Details of Bidder (Annexure - D)
  - v. Details of Manpower (Annexure - E)
  - vi. Performance statement along with necessary Documents (Annexure - F)
  - vii. Documents as per Annexure II & III.
  - viii. Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
  - ix. Documents supporting the Minimum Eligibility Criteria as mentioned in paragraph (5.1).
- (B) The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate turnover in respect of different type of business. The Technical Offer must be submitted online only. No documents, brochures, etc. shall be submitted in physical form.
- (C) The bidder shall submit profiles of the key people who shall be exclusively associated with the Contract. The format for the same is given at Annexure-E.
- (D) All the documents submitted along with Tender should be certified by the Competent Authority.
- F) A letter of acceptance of terms and conditions of the tender.

### **COMMERCIAL BID:**

- (1) All financial offers must be prepared and submitted online (An online form will be provided for this during online bid preparation stage) and signed using digital signature of authorized signatory/owner.
- (2) The Minimum Wages and other statutory payments like EPF, ESI and bonus etc. are as per relevant laws and are payable to personals deployed as per provisions of law by bidder.
- (3) The Commercial bid shall be **for Manpower supplier service charges i.e Bidder charges per person per month** over and above said payment to manpower / statutory dues.
- (4) The Tenderer/Bidders are required to quote **“Per Hour Per Person Rate”** as overtime / extra works charges for providing the services of Driver beyond the daily duty hour limit of 10 hours.

## TERMS AND CONDITIONS:

### Costs & Currency:

The offer must be given in Indian Rupees only, it should be of the following:

- a. Bidder's charges i.e. fixed cost per person per month basis for providing services to JKIMPARD as per annexure IV-B.
- b. Overtime / extra work charges in terms of 'per person per hour' as per annexure IV-B. Any other amount/ Charges will not be paid by JKIMPARD.

### Information about Bid Process:

For the smooth bid process, the information regarding bid process shall be displayed only on website <https://jktenders.gov.in> as and when required. All the prospective bidders are suggested to take cognizance of the same.

### Submission of Tender Offers:

Tender offers shall be uploaded and submitted as per decided time schedule. JKIMPARD may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchaser and bidder previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through Email, Telex, Fax, cable will be rejected.

### Late Tender Offers:

Any tender offer received by the agencies after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

### Validity of Bids:

All the bids must be valid for a period up to 90 days from the date of opening of commercial bid. No request will be considered for price revision during the contract period. **If necessary, JKIMPARD, with same cost and same terms and conditions may extend the service beyond .**

### Opening of Bids:

The bids will be opened in the presence of representatives of bidders (if present) on as per decided time schedule. Only one representative per bidder shall be permitted to attend along with the Letter of Authority as per **Annexure - V**. Technical Bid will be opened then it will be handed over to the duly constituted Tender Evaluation Committee (TEC) for evaluation. The financial details of technically qualified bids shall be opened in the presence of bidder's representatives [only one per bidder (if present)] on a date and time duly notified.

### Evaluation of Bids:

#### a) Preliminary Scrutiny:

- i) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of such bids will be done.
- ii) Prior to the detailed evaluation, JKIMPARD will determine the substantial responsiveness of each offer to the bid documents. For the purpose of this clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The JKIMPARD determination of a bidder's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- iii) JKIMPARD reserves the right to waive any minor infirmity or irregularity in a bid, if it is in the interest of the JKIMPARD. The decision of JKIMPARD in this regards shall be final and binding on all Bidders.
- iv) JKIMPARD will not accept conditional bids.

- v) JKIMPARD reserves the right to accept or reject any tender offer, and to annul the tendering process and reject any/all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) about the grounds for the JKIMPARD action.
- b) Technical Evaluation:**
- i) For the agencies which meet the pre-qualification criteria, the TEC would examine the technical details and may ask for additional supporting information from the bidders if required. No new information can be submitted as addition to original bid. On request from the TEC, the bidding agencies may have to produce additional supporting information. To speed up the tender process, JKIMPARD at its discretion may ask for any technical clarification to be submitted by means of email: [jkimpa@yahoo.co.in](mailto:jkimpa@yahoo.co.in) by the Bidder. In such cases, original copy of the document describing the technical clarifications must be sent to JKIMPARD by means of courier in person. The time limit, in which the bidders have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.
  - ii) JKIMPARD reserves the right to testify the proposed managerial staff before technically qualifying the contractor if required. In such case this proposed managerial staff will have to be present in front of the TEC at JKIMPARD on an earliest convenient date.
  - iii) JKIMPARD reserves the right to visit the office at the address as mentioned by the bidder in the technical bid.
  - iv) JKIMPARD also reserves right to take feedback from the clients mentioned by bidder in support of experience about the work.
- c) Financial Bid Evaluation (FBV):**
- i) Financial Bids of only the technically qualified bidders will be considered.
  - ii) A Tender Evaluation Committee (TEC) would scrutinize the financial bids. Bids should be financially & physically viable. The committee will take decisions on non-viable bids. The bids, found lacking in strict compliance to the financial bid format shall be rejected.
  - iii) The per month per person cost as per Minimum Wages Act, Employees Provident Fund, ESIC Act is fixed as per the respective statutes. Whereas, the bidder has to quote his cost per person per month and overtime / extra work charges per hour per person over and above the above said fixed cost for fixed wages/dues as per Annexure IV-B. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid.
  - iv) The L1 financial bid for both of overtime and Service / agency charges will be considered for awarding the work. In case one of quote either for overtime or Service / agency charges is L1 & other is not, then the combined L1 value arising out of summation of per month per person Service / agency charges quoted and calculated overtime amount for maximum permitted (200 hrs./month) as per quoted overtime charges will be considered. The format for calculation is provided in Annexure-VII.
  - iv) If two or more bidders quote the same rate then the L1 will be decided by draw of lots if all the other stipulated criteria are met by all.
  - v) Decision of the Bid Evaluation Committee in respect of evaluation of bids and deciding the L1 bidder, as per the provisions of clause no. (iv) above, will be final.

**d) Award of contract:**

- i) Selected bidder will have to complete contract formalities in 10 days. In case the selected bidder (L-1) does not respond or is unable to complete formalities the EMD will be forfeited and name of the bidder will be conveyed to the registering department of UT or Central Government. In such case bidder next in merit (L2) will be given offer in writing and will have to complete formalities as mentioned above. In such a manner JKIMPARD may give offer up to third bidder (L3) in merit. However, the right of decision regarding giving offer to second or third bidder is reserved with the Director General, JKIMPARD
- ii) GST at the prevailing rates shall be payable by JKIMPARD on production of invoice by the contractor. The responsibility of paying the GST as per prevailing rates and as claimed in the bill amount, will be of the contractor.
- iii) GST TDS will be deducted as per prevailing GST Laws and certificate to this effect shall be provided to the contractor by JKIMPARD.
- iv) In case, the Manpower supplier Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result there of the JKIMPARD is put to any loss/ obligation, monetary or otherwise, the JKIMPARD will be entitled to get itself reimbursed out of the outstanding bills/performance security to the extent of the loss or obligation in monetary terms.
- v) JKIMPARD reserves the right to withdraw/ cancel / relax any of the terms and conditions mentioned above as per existing or new policy of either UT or Central government.

**Award Criteria:**

- i) JKIMPARD shall give letter of award to the selected bidder for providing Manpower Services.
- ii) On written communication from JKIMPARD the selected bidder shall sign the contract within ten days of such communication. Failing which the offer shall be treated as withdrawn and EMD will be forfeited.
- iii) The selected bidder shall give security deposit of 3% of Contract value in the form of **Performance Bank Guarantee** as per **Annexure-VI**, from a Nationalised Bank/ scheduled bank for the duration of the contract / extended period, if any, in favour of FA & CAO, JKIMPARD. On receipt of bank guarantee towards security, deposit the EMD of other bidders will be returned without any interest.
- iv) JKIMPARD reserves the right to invoke the security deposit without assigning any reasons if performance of the contractor is not found up to the mark.
- v) It may be noted that the manpower requirement is indicative and actual number will depend on the policies/decisions taken time to time. Therefore, the quantity of manpower indicated in the Annexure IV-B is liable to changed as per sanctions from Government of J&K. JKIMPARD reserves the right to increase or decrease the required quantity and shall communicate to the contractor.

**6.2**

- i) The services of manpower as mentioned in this tender document are very critical for the JKIMPARD. So in case, the services of the contractor (L1 Bidder) are found to be not satisfactory or the contractor (L1 Bidder) stops/discontinues providing the agreed number of manpower required as per the contract agreement, the L2 bidder shall be requested to provide the said number of



manpower to the JKIMPARD for the remaining contract period, at the rate (manpower service providing charges and overtime charges) quoted by the L1 bidder.

ii) If the L2 bidder accepts the request of JKIMPARD and enters into contract with the Department, an agreement shall be signed with the L2 bidder as per the terms and conditions of the tender document.

iii) If the L2 bidder doesn't accept the request of JKIMPARD, the other technically qualified bidders i.e. L3, shall be requested, to provide the said number of manpower at the rate quoted by the L1 bidder. An agreement shall be signed with the bidder accepting the request, as per terms and conditions of the tender document.

## 7. Payment Terms:

The contractor shall submit bills to the respective authorities for the services of Drivers.

The Payments to the contractor will be made monthly on the basis of the log sheets of the drivers (signed by user officer on daily upon verification with log book of the vehicle). The monthly payment will include amount paid to the employees provided on contract basis as per the statutory provisions, contractor / bidder's service / agency charges, extra work or overtime charges on per hour per person basis.

The GST will be paid on actuals.

Monthly bills shall be submitted in triplicate to the coordinating Officer specified in contract along with Daily reports, log sheets signed & certified by user of drivers and abstract of bills generated by Contractor according to attendance sheets of employees duly certified by the officer in-charge.

Proof of Challan/Receipt deposited with the Regional Provident Fund commissioner, ESIC for the payment made towards applicable Provident Fund, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bill will not be processed.

All payments to contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.

The contractor shall make regular and full payments of wages and other payments as due to its personnel deputed under service contract and furnish necessary proof when required. The payment of the personnel by the contractor should be made on or before 10<sup>th</sup> of immediate next month.

The contractor will ensure the remittance of the wages or overtime / extra work charges to the employee deployed by them in JKIMPARD through bank account and proof thereof will be furnished to JKIMPARD every month along with the bills.

The contractor will submit invoices in triplicate by the 15<sup>th</sup> day of next month after fulfilling the following conditions:

- i. The contractor will make the payment to their deployed employee; on receipt of daily report/attendance sheets or log sheets of the employees as the case may be duly certified by the corresponding user officer / designated officer in-charge.
- ii. Payment to the employed man power should be done by the contractor from own funds and for the same, contractor should give each month's payment

- slip to the employees.
- iii. Payment will be made after submission of complete documents.

The payment towards services provided shall be made on monthly basis after completion of the month and upon submission of bill in triplicate along with the certification in the prescribed format within 60 days from the date of submission of bills. The JKIMPARD shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.

## **8. COMMERCIAL TERMS:**

### **PAYMENT SCHEDULE:**

The payment shall be made on conclusion of the calendar month only on the basis of number of working hours of persons, extra work/ overtime charges for additional working hours and service charges per person per month.

The invoice for hiring the services shall be submitted by the contractor to the Department by 15th of succeeding month duly supported with the attendance sheet or log sheet, certificate about the satisfactory performance or penalty certificate of the personnel so deployed, from their controlling officers, proof of having deposited EPF, ESIC, GST etc. against which payment shall be made by the Department.

Any tax other than GST levied by the Government/Local authorities on bills, will have to be borne by the Contractor.

Invoices shall be considered for payment on the basis of satisfactory performance certificates/reports of designated officer(s) who will supervise the work of the Contractor on behalf of the office or Department.

Payment of the invoices after deduction of penalty, if any, shall be made within 60 days from the date of submission of the invoices.

The Department will deduct Income Tax, **GST /TDS** and other statutory taxes at Source as applicable from time to time.

### **PENALTY:**

The contractor will have to provide the required man-power immediately within 8 days after issuance of the letter of award. If the Contractor fails to provide required number of manpower for a month, the penalty of ½% per week of the value of the manpower not provided in that month will be levied subject to maximum 10 % of value of the monthly invoice.

The contractor should make payment for a month, to the employees provided to JKIMPARD, on or before 10th day of the immediate next month, irrespective of whether payment received from JKIMPARD. If the contractor fails to make the payment within the prescribed time limit, penalty will be levied @ 1% per day of the total amount of the monthly invoice subject to the upper cap of 10% of the amount of monthly invoice.

While submitting the monthly bills the contractor must pay the fine if any of the cars driven by the drivers employed by the contractor, if Contractor fails to pay such traffic violation fines generated by way of e-challan then amount of such fine shall be deducted from the monthly payment towards the contractor. In addition to this the penalty will be levied on the contractor as per the chart provided hereunder:-

Irregularities, mistakes, etc. and penalty thereto specific to the services of drivers:

S. No	Service Level	Penalties for Non-Compliance		
		1 <sup>st</sup> Incidence in year (in Rs.)	2 <sup>nd</sup> Incidence year (in Rs.)	3 <sup>rd</sup> Incidence or onwards year (in Rs.)
1	Vehicle log book not maintained properly / not got certified from user / designated JKIMPARD officer on daily basis	1000/-	2000/-	3000/-
2	Vehicle log-sheets not maintained on daily basis / not got certified from user / designated JKIMPARD officer	1000/-	2000/-	3000/-
3	Speedometer reading not tallying with log book / log sheet	1000/-	2000/-	5000/-
4	Mobile with Driver missing/not functioning	200/-	400/-	1000/-
5	Driver not reporting duty without intimation	500/-	1000/-	3000/-
6	Driver proceeding on leave without substitute	500/-	1000/-	1500/-
7	Driver proceeding on leave without properly handing over duty to substitute	500/-	1000/-	1500/-
8	Driver without License	200/-	500/-	Driver Terminated
9	Driver without ID card	100/-	200/-	300/-
10	Driver not responding to phone call	100/-	200/-	300/-
11	Driver late reporting beyond 10 minutes an up to 30 minutes	200/-	500/-	1000/-
12	Driver late reporting delayed beyond 30 minutes	500/-	1000/-	3000/-
13	Misbehaviour with user / designated officer / staff	1000/-	Driver Terminated	
14	Exterior and interior, including seat covers, floor mattresses, dash board, windows not clean	100/-	200/-	500/-
15	Driver not reporting any minor maintenance required in vehicle which may result in damage / loss to vehicles	250/-	500/-	1000/-
16	Driver found under the influence of Alcohol or any other intoxication substance	1000/-	Driver Terminated	
17	Driver smokes or consume tobacco while driving	500/-	1000/-	Driver Terminated
18	Driver engage in distracting conversation or loud music or take calls while driving	200/-	500/-	1000/-
19	Driver neither maintained nor reported the maintenance of extra tyre / Stepney, jack, etc	200/-	400/-	700/-
20	Over speeding / breaking traffic rules	200/-	500/-	1000/- plus driver terminated
21	Driver refused duty on any ground	1000/-	3000/-	5000/-

22	Driver not followed the instructions of user or designated officer of JKIMPARD	500/-	1000/-	1500/-
23	Driver lobbying / approaching JKIMPARD for a specific duty	500/-	1000/-	1500/- with termination of driver
24	Driver engaged in unethical activities namely gambling, consumption of alcohol, chewing tobacco, smoking in the JKIMPARD premises, removing fuel from vehicles, submission of extra bill for minor repairs / fuel refilling, etc.	500/-	1000/-	1500/-

In the course of execution of contract, if any deployed manpower of contractor is found to be involved directly or indirectly in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, the contract stands cancelled with forfeiture of security bond / performance bank guarantee.

For any other irregularities, mistakes, deficiency in service by contractor etc., penalty at the discretion of Director General, JKIMPARD will be imposed.

For unsatisfactory performance owing to absence of contractor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the contractor, get such deficiencies fulfilled at the cost and responsibility of the contractor.

Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Director General, JKIMPARD.

**Fraud and Corrupt Practices:**

The Contractor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the JKIMPARD may reject an application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

Without prejudice to the rights of the JKIMPARD under above Clause hereinabove, if a bidder is found by the JKIMPARD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender issued by the JKIMPARD.

For the purpose of this clause 1, the following terms shall have the meaning herein after

respectively assigned to them.

“Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Acceptance or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

If at any instance where contractual workers (drivers) are asked to pay any charges by way of cash or cheque in lieu of the services provided to the JKIMPARD by the contractor then such instances will be considered as special instances of fraudulent practices, and contract shall be liable to be terminated immediately without any claim on any residual payments. And also levy of other penalties that JKIMPARD may choose to impose.

## **9. General Terms & Conditions:**

### **General Conditions:**

The services to be provided shall be based on fixed payment to manpower of minimum wages, Employees Provident Fund, ESIC, etc.

The selected contractor shall not, without JKIMPARD’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of JKIMPARD in connection therewith, to any person other than a person authorised by the contractor in the Performance of the Contract. Disclosure to any such authorised person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The selected contractor shall not outsource the work to any other associate/franchisee/third Party under any circumstances. If so noticed, then JKIMPARD reserves its right for forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the contract for default. JKIMPARD may, by written notice sent to the selected contractor, terminate the work order and/or the contract, at any time of its convenience. The notice of termination shall specify that termination is for JKIMPARD’s convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective.

In the event of the contractor’s company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement

with JKIMPARD, should be passed on for compliance by the new company / new division in the negotiation for their transfer and the Bidder should inform such events and all the obligations under this contract without any modification, change will pass to the successor.

The Manpower supplier company shall maintain the separate complaint books for the Manpower provided by them.

The contractor shall ensure that all his personnel, while in the premises of the JKIMPARD, comply with the JKIMPARD's rules and regulations regarding safety, security, discipline and good conduct.

The contractor shall be liable to make substitute arrangements in case of the absence of the driver. Similarly, the contractor shall have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. No leave shall be permitted to the drivers unless the Contractor provides suitable substitute without any extra payment.

No escalation in cost (except minimum wage, ESIC and PF as per Government Rules) will be considered during the contract period.

The drivers supplied shall be responsible for up keeping, maintenance, cleaning and servicing of vehicle on day to day basis. The driver shall also be responsible to maintain and up-date log book and fuel records of the vehicle on daily basis. In case of any default, the erring driver shall be liable for penalty as per mentioned in penalty clauses.

The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.

The character and antecedents of the Drivers is to be got verified from the Police authority by the contractor and the contractor must ensure that the persons deployed as a driver shall not have any adverse police record / criminal cases against him.

The contractor shall ensure that the person deployed is Medically fit and keep the fitness certificate in respect of the Drivers from register medical practitioner.

It is informed/clarified to the contractor / Bidder that the "Service / agency Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being the charges of the Contractor / Bidder to meet the administrative and financial arrangement / expenses involved to pay the total monthly wages including other charges to manpower and to pay the statutory payments timely to statutory authorities by themselves in advance and then to claim reimbursement of such expenses from the JKIMPARD on monthly basis by submitting proof of such payments along with monthly bill.

The driver, in addition to safe driving of the car, would receive/alighten the occupants in a very respectful manner and would obey the instructions of the occupants.

The driver would necessarily keep mobile phone with connection with him for 24 hours, even on roaming, and would attend and make calls at the directions of occupants.

The e-mail communication shall be considered as notice.

If the bidder has earlier worked with JKIMPARD and if his performance was not satisfactory then proposal from such bidder will not be considered.

**Confidentiality:**

The engaged personnel shall not divulge or disclose to any person, any details of office, Operational process, technical expertise, security arrangements, administrative/ organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C or any other relevant provision besides, action for breach of contract.

**Indemnity:**

The contractor will indemnify JKIMPARD and Offices under JKIMPARD of all legal obligations of its professionals deployed for JKIMPARD including requisite security deposit.

**Providing Services / Support:**

9.4.1. The Contractor will select and deploy the persons as required by JKIMPARD, the requirement may vary depending upon the necessity and the Contractor will have to co-

ordinate accordingly. The contractor will ensure that wages are given to the deployed professionals in time as prescribed.

The contractor personnel shall be used for providing services/support as specified by JKIMPARD. In case any personnel of the contractor is found engaged in doing any work other than the above, the contractor will withdraw him/her from service and arrange for replacement immediately at his own cost.

The contractor shall be responsible for any damage to equipment, property and third party liabilities caused by acts on his part of/ on part of its deployed manpower at JKIMPARD and offices under JKIMPARD.

The contractor stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the contractor and its staff

The manpower deployed shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The contractor shall verify the character antecedents before deploying any person at JKIMPARD and offices under JKIMPARD.

Any extra expenditure for getting the work done from other agencies /open market due to the failure of the contractor to provide substitute within the scheduled time as mentioned in the order will be recovered from the contractor through Security deposit or pending bills or other dues if any or by raising claims.

JKIMPARD reserves the right to deduct amount from the bill penalty levied / imposed, the amount as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of JKIMPARD will be final in this regard.

The contractor and manpower used to provide services/support shall not develop any direct relationship with the JKIMPARD and Officer under JKIMPARD without obtaining prior written permission from JKIMPARD for similar services.

In case of manpower, the contractor shall have to provide immediate replacement for the deployed manpower if the JKIMPARD or offices under JKIMPARD is not satisfied with his/her performance.

Medical or any other allowances to the manpower deployed will not be borne by JKIMPARD or offices under JKIMPARD. It will be the responsibility of the contractor as the case may be.

For the manpower deployed, the contractor shall keep record with them, their present and permanent address, educational and technical qualification details (driving licence, experience, etc.), specimen signature, and two passport size photographs and furnish these details/information to JKIMPARD, as and when required.

The contractor shall issue deployment letter to the deployed manpower and issue valid I-card to each one of them. They shall wear the I-cards on their person at their respective places of work during working hours.

**Period of Contract:** Under normal circumstances the contract will remain valid for **the period one year from the date of issue of work order.** **Quantity:** Estimated number of Manpower to be normally provided is listed in the **Annexure-IV-B.** However, it should be clearly noted that JKIMPARD will place the order only as per the actual requirement from time to time.

**Duty Hours:**

**The duty hours of the Drivers** will remain from **09:00 am to 7.00 pm** on all working days except State Government Holidays.

However, in case of emergency, duty hours may vary as per necessity of the user /

occupant of the vehicle. If necessary, they may be asked to work on Public Holidays for which no additional cost would be payable to the Contractor except the overtime charges of drivers as per accepted bid.

**Deployment Places:**

The duty hours will start from the actual time and place of reporting to duty intimated to driver by authorised official or vehicle user / occupant officer of the JKIMPARD and will end from the actual time of relieving from duty at that duty place. The reporting and relieving duty place may be Office of the JKIMPARD or place from where the user officer start using or leave the vehicle. In any case it shall not be the home of the driver.

The overtime / extra work charges for drivers will be paid as per actual hours of duty performed by the driver over and above the daily working hours subject to the following daily/monthly maximum limits per driver:

Maximum Overtime Limit on any working days	Maximum six Hours per day.
Maximum Overtime Limit on Saturdays/Sundays / Holidays	Maximum Ten Hours per day.
Maximum Overtime Limit in a Month	Maximum 200 Hours per month.

In case of absence of the person provided, pro-rata deduction will be made from the monthly charges payable considering number of working days of the office. In case of any person provided is found unsuitable for the job, the substitute arrangement will have to be made immediately by the Contractor without any additional cost.

In the case of any accident/ injury/ death caused to the contractor's staff, all the claims arising out of it shall be met by the contractor at his cost.

In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.

The deployed manpower must observe all the etiquette and protocol while performing the duty.

The deployed Manpower will follow the instructions of the designated officer, JKIMPARD as well as of the officers assigned for the duty or any specific job as and when given.

The daily record indicating duty start time and place, duty end time and place along with signature of the vehicle user officer or designated officer of the JKIMPARD, for attendance of each deployed driver shall be maintained by the driver / person deployed by the contractor. Based on their attendance the invoice for payment with statutory liabilities shall be prepared and submitted every month.

The Contractor is liable to provide additional manpower against demand from this office as and when raised. Only quoted rate will be applicable in the cases of such additional manpower provided. Contractor cannot charge separate rate for additional manpower.

**Liability of the Contractor:**

The Contractor is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, employees' wages, service tax, TDS, wages, allowances, EPF, Bonus, Gratuity, ESIC, etc. relating to personnel deployed in JKIMPARD. The JKIMPARD shall have no liability in this regard of any nature. The contractor shall comply with all representations, grievances of the employees deployed by them at the JKIMPARD.

The JKIMPARD shall remit the Wages (overtime / extra work charges as the case may be in case of driver) of the Manpower at actual to the contractor in consolidated amount on the basis of Bill raised by the contractor. In case of any administrative delay in releasing the payment to the contractor, contractor shall be responsible to make payment to its employee deployed under JKIMPARD at various places in time.

The contractor shall provide substitute well in advance if there is any probability of



the person leaving the job due to his/her any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the contractor subject to appropriate notice or notice period.

The contractor shall be responsible for recruitment of personnel and the personnel engaged by him shall be under direct control / supervision of the contractor.

The contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise during the contract period.

The contractor shall not assign, transfer, pledge or subcontract the performance of service. In case of any theft or loss of property due to negligence or carelessness of personnel, contractor will be fully responsible and contractor will have to make good of the losses so insures to JKIMPARD, otherwise the same will be deducted from the security deposit or from the payments as it may deem fit.

The contractor shall be contactable at all times and messages sent by e-mail / fax/ special messenger from the JKIMPARD to the contractor shall be acknowledged immediately on receipt on the same day.

#### **Financial and Legal Liability:**

The contractor shall be solely responsible for any financial issues arising out of the result of this contract. Any financial loss to Jammu & Kashmir Institute of Management Public Administration & Rural Development, J&K, due to faulty work as a result of this tender, shall be sole responsibility of contractor and he has to fulfil all claims arising out of this problem.

#### **Responsibility of the Contractor:**

The contractor is fully responsible for timely disbursing and claiming monthly payment of wages (overtime /extra work charges of drivers, if any) to the personnel deployed by them in the JKIMPARD.

The contractor is solely responsible for any accident/medical/health related liability for the personnel deployed by Contractor at JKIMPARD. The JKIMPARD shall have no liability in this regard. The Manpower Supplier Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed.

The contractor shall deploy staff as per education, qualification and experience given in the tender notice / as informed by JKIMPARD. The Contractor shall provide necessary undertaking and documentary evidence in this regard. (Scope of work)

If the contractor wishes to replace any of the personnel, the same shall be done with prior consultation of the JKIMPARD at Contractor's own cost.

The contractor shall be bound by the details and documents as furnished by him to JKIMPARD while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.

The contractor also agrees to comply with terms and conditions and agreement shall be final and binding on the contractor.

#### **Duties of the Contractor:**

The character and antecedents of such personnel provided by the contractor will be got verified by the contractor before their deployment and a certification to his effect submitted to JKIMPARD.

The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the JKIMPARD.

No leave of any kind to the personnel shall be sanctioned by JKIMPARD authority.

The contractor shall be liable to make substitute arrangements in case of the absence of the personnel.

The person engaged by the contractor shall be the employee of the contractor and it shall

be the duty of the contractor to pay their wages every month. The transportation, food, medical, and other statutory requirements in respect of each personnel of the contractor will be the responsibility of the contractor. Further that the said employee of the contractor shall not claim any absorption at any cadre in JKIMPARD.

Wages paid to the employees deployed by the contractor should not be less than minimum wages prescribed by the relevant Acts/Rules/Regulations in this regards.

**Role of deployed Personnel:**

The personnel provided by the contractor will not claim to become the employees of the JKIMPARD and there will be no Employee and Employer relationship between the personnel engaged by the contractor for deployment under JKIMPARD.

The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with the Officer(s) of JKIMPARD. Proposals for efficient functioning of the personnel shall be discussed, considered and implemented by the contractor with approval of the JKIMPARD.

The Contractor shall ensure good behaviour from personnel on duty with the JKIMPARD establishment. They shall abstain from taking part in any staff union and association activities. The JKIMPARD shall not be liable to provide any residential accommodation to the personnel.

The personnel engaged by the contractor will follow all instructions given by JKIMPARD's authority concerning general discipline and behaviour.

The vehicle log book as well as daily attendance and or extra work details in the form of daily log sheet is to be maintained by the driver deployed. The user officer or designated officer of the JKIMPARD shall certify it on daily basis upon verifying the correctness with vehicle log book.

Although, the deployed drivers are sole responsible for maintenance of proper log book of vehicle use and log sheets thereof, the designated officer of JKIMPARD shall verify the log book and log sheets at any point during contract. The persons deployed by contractor shall make available the correct and complete log book, log sheets, vehicle speedometer reading, etc. certified by user or designated officer of JKIMPARD up to the date of verification.

The deployed driver shall maintain the extra tyre, jack and in case of any vehicle maintenance major or as the case may be minor, he shall report it to the user or designated officer of the JKIMPARD. The minor defects occurred in the vehicle shall be reported immediately in order to avoid the major damage / loss to vehicle.

The deployed driver shall wash the vehicle daily and shall maintain it clean from inside. The deployed driver shall not drink, smoke or chew tobacco while on duty to JKIMPARD.

The damages / loss caused to vehicle due to negligence or accidents shall be the recovered from the contractor as per the estimates of Government Approved Garages.

In case the personnel engaged by the contractor commit any act of omission or commission constituting miss-conduct or indiscipline, the contractor shall be able and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service, removal from JKIMPARD's premises/ campus or police prosecution.

In case of the termination of this contract/agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the contractor, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the JKIMPARD and the contractor will withdraw his Manpower.

The drivers shall not request for any kind of leave to JKIMPARD, they shall send such request to contractor and shall proceed to leave upon arrangement of substitute by contractor. Before proceeding for leave the driver shall hand over the duty of vehicle to

the substitute provided by contractor with information of user / designated officer of JKIMPARD.

The contractor shall provide substitute immediately any of its personnel upon receiving written notice from office, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.

The contractor personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this office. The contractor shall be responsible for any act of indiscipline on the part of employee deployed by him. The manpower supplier contractor shall ensure proper conduct of his employee in office premises.

The deployed manpower shall not involve themselves in any unethical activities namely gambling, consumption of alcohol, chewing tobacco, smoking in the JKIMPARD premises, removing fuel from vehicles, submission of extra bill for minor repairs / fuel refilling, etc.

### **Rights of JKIMPARD:**

The decision of JKIMPARD in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the contractor.

In case of any dispute between the contractor and JKIMPARD, the JKIMPARD shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at J&K.

Estimated number of personnel is subject to reasonable change at the discretion of the Director General, JKIMPARD.

The JKIMPARD may check and ensure that the personnel engaged by the contractor, at no point of time, will be paid less than minimum rates of wages as prescribed and revised for, time to time by state/ Central Govt. Labour department under minimum wages act and other relevant acts, as the case may be.

The JKIMPARD reserves the right to ask for replacement of a particular personnel employed by the contractor if the service of the individual/s are found unsatisfactory. But in case such a request for replacement is made, the contractor will ensure the compliance of the required legal formality.

The JKIMPARD reserves absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month's notice in advance to the contractor in writing. The JKIMPARD shall also have the right to extend the contract in writing on the same terms and conditions or with some addition / deletion/modification for a further period until such time as a new contractor takes over in the event of JKIMPARD resorting to the process of appointing a fresh contractor.

In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the contract / agreement then the same shall be referred to the Director General, JKIMPARD whose decision shall be final and binding upon both the parties. However, all matters jurisdiction shall be at the local courts located at J&K.

JKIMPARD shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.

### **9.10 Dealing Offence/ Loss etc.:**

In case of any theft or pilferages, loss or other offences, the contractor will investigate and submit a report to the JKIMPARD and maintain liaison with the police. FIR will be lodged by the concerned wherever necessary. If need be, joint enquiry comprising

of both the parties shall be conducted and responsibility shall be fixed.

In case of any loss that might be caused to the JKIMPARD due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Contractor and in this connection, the JKIMPARD shall have the right to deduct appropriate amount from the bill of the contractor to make good such loss to the JKIMPARD besides imposition of penalty.

In case of frequent lapses on the part of the personnel deployed by the contractor, the JKIMPARD shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

In case, the personnel deployed by the contractor are found absent from duty any time or sleeping or found engaged in irregular activities, the JKIMPARD shall deduct the requisite amount at the pro-rata from the bill of the contractor besides imposition of penalty for non-observance of the terms of contract.

In case of breach of any of the terms of agreement, the performance security deposit of the contractor shall be liable to be forfeited by the JKIMPARD. In addition, the contract/ Agreement will also be liable to be terminated. Any sum of money due or payable to the JKIMPARD including the security deposit refundable to him under the contract can be appropriated by the JKIMPARD against any amount which the contractor may owe to the JKIMPARD.

**Performance Security:**

The proceeds of the performance security shall be payable to the tendering authority as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract. The performance security/security deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

In the event of any contract amendment, the contractor shall, within 10 days of receipt of such amendment, furnish the amendment to the performance security/security deposit, rendering the same valid for the duration of the contract, as amended for further period of 180 days thereafter.

**Sub-Contract:**

The contractor shall not assign or subcontract the assignment or any part thereof to any other agency in any circumstances.

**Special Conditions to this Contract:**

It shall be deemed that the tenderer has got fully acquainted with the, scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

The contractor will have to make their own arrangement for supervision/eye vigilance on the activities of the employees engaged by him. The contractor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanour on the part of his employees engaged in the office of the Tendering Authority in connection with the contract work. If the contractor's employees is/are found to be involved in such activities the contractor will be held responsible for the same, and apart from penalty / penal action, contractor will be liable for administrative action including debarring the contractor for future contracts.

The losses to government properties, if any by contract labourers, will be recovered from the contractor's payment. The demurrages charges/losses if any due to contractor will be recovered from the contractor. The contractor will have to abide by all security instructions and requirements as necessary and intimated by tendering authority.

A complaint register will be kept at suitable location for complaints with regard to any aspect of service provided by the contractor.

**Termination for Insolvency & default:**

**Termination for Insolvency:**

JKIMPARD may at any time terminate the work order / contract by giving written notice of one month to the contractor, without any compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent.

**Termination for default:**

- (i) Default is said to have occurred
  - a. If the contractor fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by JKIMPARD.
  - b. If the contractor fails to perform any other obligation(s) under the contract/work order.
- (ii) If the contractor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from JKIMPARD (or takes longer period in spite of what JKIMPARD may authorize in writing), JKIMPARD may terminate the contract/ work order in whole or in part. In addition to above, JKIMPARD may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other contractor and the defaulting contractor shall be liable to compensate JKIMPARD for any extra expenditure involved towards support service to complete the scope of work totally.

**Resolution of Disputes:**

- i.) The department and the contractor shall make every effort to resolve amicably, by direct negotiation, any disagreement or disputes arising between them under or in connection with the any of the terms and conditions of the contract.
- ii.) If within 30 days from the commencement of such negotiations, the department and the bidder have been unable to resolve dispute amicably, either party may refer it for resolution to the Director General, JKIMPARD who will decide it on merit.



ANNEXURE - A

TENDER OFFER FORM (TOF)

Date: \_\_\_\_\_

Tender Reference No.:

To  
Director General,  
JKIMPARD, J&K

**SUBJECT:** - TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR OUTSOURCING OF  
MANPOWER (DRIVERS).

Having examined the tender documents including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Contractor as mentioned in the Scope of the work as required by The Director General, JKIMPARD, J&K in conformity with the said tender documents.

I/We declare that we are an established service Provider in the area of..... under the name and style of í í í í í í í í í í í í í í í í

We declare that we are equipped with adequate manpower for providing the services as per the parameters laid down in the Tender Document and we are prepared for presenting our capability and preparedness before the representatives of the JKIMPARD.

I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for providing the manpower.

I/ we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.

If our Bid is accepted we shall submit the performance guarantee of bank in a sum of 10% of the Contract value for the due performance of the Contract during the Contract period at the time of signing of Agreement in the Form prescribed by the Tendering Authority.

I/ We agree to abide by this Bid for the period up to \_\_\_\_ and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

We agree to the terms and conditions mentioned in the Tender Document.

Dated this \_\_\_\_ day of \_\_\_\_\_ Signature: \_\_\_\_\_

(In the Capacity of:) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

í í í í .

ANNEXURE - B

BIDDER'S AUTHORISATION CERTIFICATE

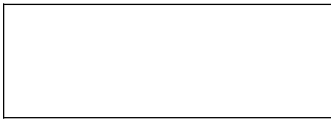
To,  
Director General,  
JKIMPARD, J&K

< Bidder's Name>-----< Designation>-----

is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No. and Date >----- He is also authorised to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

The specimen signature of the authorized person is as:-



<Name>

Authorised Signatory

Seal

This tender document is not transferable

.....





**ANNEXURE - D**

**DETAILS OF BIDDER**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

**1. General Profile of the Company/Firm:-**

(1) Name and Address of the Company / Firm With Telephone Nos., Fax, E-mail and Website	
(2) Date of Incorporation	
(3) Offices situated at different locations	
(4) Infrastructure facilities	
(5) Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted) (2016-17 to 2018-19)	
(6) Executive Profile	
(7) GST Registration Number	
(8) PAN No.	
(9) ESIC Code	
(10) EPF Code	
(11) Premises / space available in square feet	

**2. Details of Manpower:-**

Technical Personnel available:

Number of Supervisors:

Number of Managers:

**3. List of Clients (For a period of last Three years):**

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Total Value of the Contract (In Rs.)

(Separate pages may be taken to elaborate the projects undertaken).

**4. Quality Certificate, if any:**

<b>S.N.</b>	<b>Name of the Certificate</b>	<b>Certified By</b>	<b>Year of getting Certification</b>	<b>Whether Certificate is valid as on date</b>

**5. Awards for products/Services, if any:**

<b>S.N.</b>	<b>Name of the Certificate</b>	<b>Certified By</b>	<b>Year of getting Certification</b>	<b>Field of Award (S/W development Consultancy etc.)</b>

**6. Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:**

**Telephone:** Office -

Residence –

Mobile -

Fax No.:

E-mail:

**Place:**

**Signature:**

**Date:**

**Name:**

**Company Seal**

**Note:**

[1] In-adequate information could lead to disqualification of the bid.

[2] All items should be supported by proper documents.

.....

ANNEXURE - E

DETAILS OF KEY MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT

NAME OF THE FIRM: \_\_\_\_\_

Sr. No.	Name of the Person	Qualification	Designation	Contact No.	Email id
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation

.....

**ANNEXURE - F**

**PERFORMANCE STATEMENT**

Bid No. í í í í í í í í í í í í í í í . Date of opening í í í í í í í í í í í .

Name of the Firm-----

**Details of past contract similar to this contract** (for a period of last Three years)

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Number of Persons provided	Total Value of the Contract (In Rs.)	Date of completion of contract		Penalty imposed by clients if any
						As per Contract	Actual	

(Separate pages may be used to elaborate the projects undertaken).

**Note:** - Please enclose Work-orders along with completion certificates / client's testimonial given by concerned organisations or whom work is done.

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation: -

.....

**Annexure-I**  
**Manpower Requirement and their Qualification**

S. No	Category	Proposed requirement	Minimum Qualification	Minimum Experience	Estimate Approx. cost.	Remark
1	Drivers	03	1) The drivers shall have a valid driving license for Light Motor Vehicles (Four Wheeler) issued by the competent authority. 2) It is desirable that the driver has qualified minimum as 8th Standard (preferable 8th Standard Passed.)	3 years		Experience of driving Motor Car in J&K and shall not been involved in any accident.

Note: These categories and numbers of manpower are tentative and may increase or decrease depending upon timely requirement.

**Annexure – II**

**NO RELATION CERTIFICATE**

I..... S/O.....

R/O ..... hereby certify that none of my relative(s), directly or indirectly, is/are employed in JKIMPARD, J&K as per details given in tender document. In case at any stage, it is found that the information given by me is false incorrect, JKIMPARD shall have the absolute right to take any civil or criminal action as deemed fit / without any prior intimation to meö.

Signed.....

For and on behalf of the Contractor

Name (caps).....

Position.....

Date.....

**Annexure- III**

**TECHNICAL BID FORM**

Tender No. í í í í í í í í í í í . Date í í í í í .

To,  
Director General,  
JKIMPARD, J&K

**SUB: e-TENDER FOR OUTSOURCING OF MANPOWER (DRIVERS).**

Sir,

With reference to tender No. \_\_\_\_\_ dated \_\_\_\_\_ regarding Notice inviting tender for Providing Skilled & unskilled Manpower Services. We have read the terms and conditions in the Bid Document and accept the same and furnish the following.

<b>S No</b>	<b>Particulars</b>	<b>Page No.</b>
1	Tender Fee online of Rs. /-	
2	Earnest Money Deposit online of Rs. /-	
3	Registration Certificate of	
	A. Company Act Registration	
	B. Shops & Establishment Act Licence	
4	Labor Laws / Labour/ manpower supply license obtained from competent authority	
	A. Contract Labor Regulation Act 1970	
	B. Employees Provident Fund Organization	
	C. Employees State Insurance Corporation	
	D. GST Registration	
5	Income Tax return statement for last 3 years i.e. 2017-17 to 2018-19	
6	GST Registration Certificate.	
7	PAN Card No.	
8	Experience Certificate / Work Order in last three years in central Govt./ State Govt. or Govt. undertaking organisations with actual payment bills of Labour Contract Staff .	

9	Certificate of C.A. for last three years turn over i.e. 2016-17,2017-18,2018-19	Turnover in Rs.	
❖	Year 2016 to 2017		
❖	Year 2017 to 2018		
❖	Year 2018 - 2019		
10	Copies of audit report and audited balance sheet for the completed for last 3 years i.e. 2016-17 to 2018-19		
11	Copies of Manpower Wages roll and EPF / ESIC Challan		
12	No Relation Certificate		
13	Under taking on a stamp paper that the bidder has not been black listed		
16	Manpower Enrolled list (Drivers)		
17	Address & Contact Details of office in J&K		
18	Names & Contact Details of 5 key employees working in the office mentioned above.		
19	Any other documents to prove minimum eligibility criteria as mentioned in clause no.(5.1).		
20	Any other documents please specify.		

Yours truthfully

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Seal of the firm \_\_\_\_\_  
Date :



**Annexure- IV-A**

**FINANCIAL BID FORM**

Tender No. í í í í í í í í í í Date :í í í í í í ..

To,  
Director General,  
JKIMPARD, J&K

Dear Sir,

1. Having Read and Understand the conditions of contract and services to be provided for around 10 manpower. I/we, undersigned, offer to provide manpower in conformity with the conditions of contract and specifications for the manpower shown in the Annexure V-B attached herewith and made part of this Bid.
2. Financial Bid for the services as per this tender is (fixed cost per person per month) over and above all statutory dues/wages per month payable to the employees specified as per the Annexure IV ó B.
3. I/We undertake, to enter into an agreement within Ten days of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
4. If our Bid is accepted, we will submit demand draft/ the guarantees of a Nationalised Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
5. We agree to abide by this Bid for a period up to \_\_\_\_\_ from issue of work order and it shall remain binding on us.
6. Until an agreement is signed and executed, this Bid together with your written acceptance and award of contract shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this í í í í í í í í í .. Day of ..... 2019

Signature of í í í í í í í í í í í í í í In capacity off í í í í í í

Duly authorized to sign the bid for and on behalf of í í í í í í í í í í í í í í .

Witness í

Address í

Signature

Signature of Tenderer

**Annexure- IV- B**

**Manpower Requirement and their Charges**

**(Price BID Schedule)**

<b>S. No</b>	<b>Name of the Post</b>	<b>Proposed Manpower Requirement</b>	<b>Consolidated Wages (Rs.) Per Person per Month</b>	<b>Overtime/ extra work charges per person per hour</b>	<b>Manpower Supplier Service Charges i.e. Bidder Charges over and above Consolidated Wages (per person per month) in Rs.</b>
1	Drivers	03	As per the relevant statutory provisions.		

- Note:-** 1) If the commercial quotes for man power supplier service charges or overtime charges are not practically/commercially feasible, then the said proposal shall not be accepted.
- 2) The Bidder charges shall be inclusive of all taxes including GST, GST will be payable at the prevailing rates.
- 3) Since the services provided by way of work as per this tender document are services to the state Government, the applicability of Goods and Services tax will be decided as per the provisions of GST Act, Rules, Notifications, etc.

**Annexure-V**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach on \_\_\_\_\_ or before date of bid opening)

To,  
Director General,  
JKIMPARD, J&K

**Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender  
of \_\_\_\_\_**

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender mentioned  
above on behalf of \_\_\_\_\_ (Bidder).

Name Specimen Signature

I.

Alternate Representative

Name Specimen Signature

I.

Signature of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

NOTE:

1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**Annexure- VI**

**PERFORMANCE BANK GUARANTEE FORM**

1. In consideration of JKIMPARD having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(s) from the demand of security deposit of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ For the due fulfilment by the said contractors of the terms and conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_ we, (name of the Bank)

\_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Contractor(s) do hereby undertake to pay to the JKIMPARD, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the JKIMPARD, \_\_\_\_\_ by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the JKIMPARD, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the JKIMPARD, \_\_\_\_\_ reason of breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the JKIMPARD, \_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_.

3. We undertake to pay to the JKIMPARD, \_\_\_\_\_ any money so demanded not withstanding any disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the JKIMPARD, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till JKIMPARD, \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the JKIMPARD, \_\_\_\_\_ that the JKIMPARD, \_\_\_\_\_

shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the JKIMPARD,\_\_\_\_\_against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the JKIMPARD,\_\_\_\_\_or any indulgence by the JKIMPARD,\_\_\_\_\_to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JKIMPARD.

8. To give effect to this guarantee it shall be competent for the JKIMPARD to act as though the bank, where the principal debtor.

9. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or any other guarantees or guarantee hereto for given by the bank to the JKIMPARD and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

10. We------(name of bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the JKIMPARD in writing.

11. We -----(name of bank with address) further agree with the JKIMPARD that the JKIMPARD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the JKIMPARD against the said contractor and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor or for any forbearance act or omission on the part of the JKIMPARD or any indulgence by the JKIMPARD to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

12. Notwithstanding anything contained herein: Our liability under this bank guarantee shall not exceed Rsí í í í .. (Rsí í í í í only) This bank guaranty shall be valid up to í í í í fromí í í í We are liable only to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before ..... This guarantee shall automatically be cancelled on.....not withstanding that the original guarantee documents

may not be returned to us by you.

This guarantee shall automatically be cancelled on  $\acute{\iota} \acute{\iota} \acute{\iota} \acute{\iota}$  . Not with standing that the original guarantee documents may not be returned to us by you.

Dated : \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamped paper, stamped in accordance the stamp act.

## Annexure-VII

### DESCRIPTION OF WAGES:

*Requirement of Persons for Manpower Services to be deployed every day (Monday to Friday) for Driver(s)*

### Break up of Wage Charges

**TABLE 'A'**

SNo.	Details	One Person per month (Rs)
1.	Minimum wages (Basic Wages) including GST (Rs.)	
2.	EPF (as applicable*)	
3.	ESI (as applicable*)	
4.	<b>Sub total (A)</b> ( Sr. No. 1+2+3)	
5.	Rate of Over Time allowance (OTA) per hour	
6.	Rate of OTA thereafter 01 hour	

\*All applicable provisions under the rules are to be enclosed with the breakup of wage charges