

**NOTICE INVITING TENDER (NIT)**  
**FOR E-TENDER THROUGH CPP PORTAL**

Defence Estates Officer, Jammu Circle, Jammu, 180003 invites applications for e-tender (online tender) from Registered Firms/ Agencies for <b>PROVISION OF SKILLED, SEMISKILLED AND UNSKILLED MANPOWER / SUPPORTING STAFF</b> for the period from <b>01.05.2018 to 31.03.2019</b> as per the following details.		
<b>Tender No.</b>		JK/Y/Adm/HSS/781/DEO/2018-19 dated.28.03.2018
1.	Publishing Date and time of tender documents through E-procurement <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .	28.03.2018 at 1400 hours
2.	Start Date and Time for downloading of tender documents	28.03.2018 at 1600 hours
3.	Last Date and Time for downloading of tender documents	16.04.2018 at 1200 hours
4.	Start date and time of Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	28.03.2018 at 1600 hours
5.	Last date and time for Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	16 .04.2018 at 1400 hours
6.	Date and time for opening of Technical bids (Cover 1)	17.04.2018 at 1600 hours
7.	Date and time for opening of Financial bids (Cover 2)	After evaluation of technical bids
Tender Shall remain open for acceptance till		90 days from date of opening
Address of Website from where the tender documents could be downloaded		<a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> and <a href="https://www.cbjammu.org">https://www.cbjammu.org</a>
Name of Service/Description of services required		<b>PROVISION OF SKILLED, SEMISKILLED AND UNSKILLED MANPOWER / SUPPORTING STAFF</b>  Complete details of work is mentioned in RFP which could be downloaded from <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
Earnest Money		<b>Rs. 24,000/- (Rs. Twenty four thousand only)</b>
Tender Fee		<b>Rs. Nil</b>

**OFFICE OF THE DEFENCE ESTATES OFFICER**  
**JAMMU CIRCLE, JAMMU**

**TENDER FOR PROVISION OF SKILLED, SEMISKILLED AND UNSKILLED**  
**MANPOWER / SUPPORTING STAFF**

**NOTE:- CONTRACTOR / BIDDER WILL BE WHOLLY RESPONSIBLE FOR PAYING MINIMUM WAGES TO MANPOWER AS DECIDED BY MIN OF LABOUR AND EMPLOYMENT, AUTHORITY UNDER MINIMUM WAGES ACT, 1956 DURING WHOLE CONTRACT PERIOD FOR THE PERIOD FROM 01.05.2018 TO 31.03.2019.**

Note: This NIT is uploaded on e-procure portal with assistance of office of Jammu Cantonment Board, Jammu Cantt on behalf and with permission of the office of Defence Estates Officer, Jammu Circle, Jammu.

The role of the office of Jammu Cantonment Board is limited to providing only technical support to the office of Defence Estates Officer, Jammu Circle, Jammu i.e. uploading of tender forms; opening of technical and financial bids on e-procure portal; downloading and uploading of documents related to bids on e-procure portal etc.

Bidders should contact only the office of Defence Estates Officer, Jammu Circle, Jammu for any query or clarifications related to this tender.

**DEFENCE ESTATES OFFICER, JAMMU CIRCLE, JAMMU**  
**TENDER FOR PROVIDING SKILLED, SEMISKILLED AND UNSKILLED MANPOWER**  
**FOR DEFENCE ESTATES OFFICE, JAMMU CIRCLE, JAMMU FOR THE PERIOD**  
**01.05.2018 TO 31.03.2019**

**TENDER No. JK/Y/Adm/781/DEO/2018-19 dated 28.03.2018**

1. E - Tenders are invited through electronic tendering system under two-bid system on <http://eprocure.gov.in/eprocure/app> from highly reputed, well established & professional Supporting Staff agencies, capable of providing skilled/semiskilled/unskilled manpower according to terms and conditions given in tender form for the period 01.05.2018 to 31.03.2019. The tender reference number is JK/Y/Adm/781/DEO/2018-19 dated 28.03.2018 and can be viewed at <https://www.eprocure.gov.in> and <https://www.cbjammu.org>
2. The address and contact numbers for seeking clarifications and sending documents as mentioned in Para 2(a) Part-I regarding this TENDER are given below:-

1.	<b>Queries to be addressed to</b>	Defence Estates Officer Defence Estates Office, Jammu Circle, Jammu
2.	<b>Postal address</b>	Defence Estates Officer Defence Estates Office, Jammu Circle Narwal Pain Satwari, Jammu Cantonment, J&K - 180003 Distt: Jammu
3.	<b>Telephone numbers of the contact person</b>	0191-2455543
4.	<b>E-mail ids of contact personnel</b>	<a href="mailto:deojammu@dggest.org">deojammu@dggest.org</a>
5.	<b>Fax number</b>	0191-2455543

3. This TENDER is divided into five parts as follows:-

**Part I:** - Contains General information and instructions for the Bidders about the TENDER such as the time, place of submission and opening of tenders, validity period of tenders, etc.

**Part II:-** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

**Part III:** - Contains Standard Conditions of TENDER, which will form part of the Contract with the successful Bidder.

**PART IV:** - Contains Special Conditions applicable to this TENDER and which will also form part of the contract with the successful Bidder.

**Part V:** - Contains Evaluation Criteria and Format for Price Bids.

4. This TENDER is being issued with no financial commitment and the Defence Estates Officer, Jammu Circle, Jammu reserves the right to change or vary any part thereof at any stage. The Defence Estates Officer, Jammu Circle, Jammu also reserves the right to withdraw the TENDER, should it become necessary at any stage.
5. Please note that the quotation must indicate unconditional acceptance of all terms and conditions of this TENDER failing which it is liable to be rejected.

Sd/-  
Defence Estates Officer,  
Jammu Circle, Jammu

## PART I- GENERAL INFORMATION

Sr. No.	Name of Work	Estimated Cost (In Rs.)	Tender Fee (In Rs.)	Earnest Money Deposit @2% (In Rs.)	Security Deposit @10% (In Rs.)
1.	<b>Providing Skilled/Semiskilled/Unskilled manpower</b>	<b>12,00,000/-</b>	<b>Nil</b>	<b>24,000/-</b>	<b>1,20,000/-</b>

### 1. LAST DATE AND TIME FOR SUBMITTING THE BIDS:

1.	Publishing Date and time of tender documents through E-procurement <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .	28.03.2018 at 1400 hours
2.	Start Date and Time for downloading of tender documents	28.03.2018 at 1600 hours
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6.	Date and time for opening of Technical bids (Cover 1)	17.04.2018 at 1600 hours
7.	Date and time for opening of Financial bids (Cover 2)	After evaluation of technical bids

### 2. MANNER OF SUBMITTING THE BIDS:- The bids will be submitted in the following manner:-

- (a) **EMD of Rs. 24,000/- (Rs. Twenty four Thousand only)** is required to be deposited in following account:

Account No. : 10256115336  
Name of Beneficiary : Defence Estates Officer Jammu  
IFSC Code : SBIN0002367  
Bank Name : SBI  
Bank Address : Jammu Cantt

**Scanned copy of the receipt (.pdf) must be uploaded as part of technical bid as given below.**

- (b) **TECHNICAL BID (ONLINE):** - The scanned copies of documents required for qualifying bids will be uploaded in **PDF FORMAT REPEAT PDF FORMAT** online prior to the prescribed bid submission closing date and time (for critical dates, see Para 1 of Part-I). These will include:-

- (i) Self attested and scanned copy of Permanent Account Number (PAN).
- (ii) Self attested and scanned copy of GST Registration Certificate.
- (iii) Self attested and scanned copy of EPF and ESIC Registration Certificate.
- (iv) Self attested and scanned copy of Registration certificate from Labour deptt.for providing manpower
- (v) Self attested and scanned copy of Yearly Income Tax Return (Self attested photocopy of Income Tax Return filed for the last Assessment year duly received by Income Tax Office to be enclosed).
- (vi) Self attested and scanned copy of Certificate on non judicial Stamp paper for non-termination of contract in the last three years as per **Annexure-I**.
- (vii) Self attested and scanned copy of Power of Attorney on a Non Judicial Stamp paper as per format in **Annexure-II** to be enclosed.

**OR**

If the bidder(s)/ is/ are sole proprietor/ partner(s) of the firm and signing the tender documents himself, he /she/ they should provide a Self attested and scanned certificate as per **Annexure-III**.

- (viii) Self Attested scanned copy of Bank Account Details.
- (ix) Scanned and self attested copies of EMD receipt for the EMD deposited and Tender fee receipt for the Tender Fee deposited in DEO Jammu account as mentioned at (a) above.
- (x) Signed (with seal) and scanned copy of Tender Conditions Acceptance certificate (Format as per **Appendix A**)
- (xi) Bidder's General Information along with the documentary proof (**Annexure IV**)

**(c) FINANCIAL BIDS (ONLINE)**

Financial bid in the form of .pdf file will be submitted online (as per financial bid format enclosed). Do not tamper/ change the Financial bid sheet otherwise bid will be rejected.

3. **Time and date for opening of Bid:** See para 1 of Part-I for critical dates. If due to any exigency the bids cannot be opened on the prescribed date, or if the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as decided by the Defence Estates Officer, Jammu Circle, Jammu.
4. **Place of Opening of the Bids:-** The bids will be opened at the Defence Estates Office, Jammu ( or, in case of exigency, Cantonment Board Office, Jammu Cantt.) The verification of tender supporting documents as well as qualifying bids submitted online shall be done by the officials/ committee deputed for this purpose by the Office of Defence Estates Officer, Jammu Circle, Jammu.
5. **Two Bid System:**
  - (a) **Qualifying Bids (Technical Bids)** - Bids would be opened online at the time and date as mentioned at para 3 above. The evaluation will be carried out by the authorized representatives/ committee of the Defence Estates Office, Jammu Circle, Jammu.
  - (b) **Financial Bids:** - Financial bids of only those firms will be opened online who will be found qualified after evaluation of Technical bids. The evaluation will be carried out by authorized representatives/ committee of the Defence Estates Office, Jammu Circle, Jammu.
6. **Forwarding of Bids:**
  - (a) **Technical Bid:** - The qualifying bid documents are to be scanned and submitted online in pdf format **ONLINE ONLY**. These documents should be **digitally signed** by the owner of the firm or any person authorized by him to do so. No document will be accepted unless it is digitally signed in manner as mentioned.

- (b) **Financial Bid:-** The Financial bid in .pdf format will be submitted **ONLINE ONLY**. The financial bid should be submitted by the bidder **duly digitally signed** by the legal owner of the firm or the person authorized by him to do so. Instructions to the Bidders to submit the bids online through Central Public Procurement for e-procurement at <https://www.eprocure.gov.in/eprocure/app> are attached as **Appendix-B**. The Agency/Contractor has to submit online bids through procurement web portal <http://eprocure.gov.in/eprocure/app>. viz. Technical bid and Financial bid. ***No Manual Bid will be accepted.***
7. **Clarification Regarding Contents of the Tender:** Clarification regarding the contents of the bidding documents should be notified to the Office of Defence Estates Officer, Jammu Circle, Jammu through email (deojammu@dgest.org). The information about the clarifications sought will be uploaded as corrigenda in the CPP Portal.
  8. **Modification And Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Office of Defence Estates Officer, Jammu Circle, Jammu prior to deadline prescribed for submission of bids. No bid shall be modified after deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in forfeiture of Bidder's bid security.
  9. **Clarification Regarding Contents of the Bid:** During evaluation and comparison of bids, the Defence Estates Officer, Jammu Circle, Jammu may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
  10. **Rejection of Bid:** Canvassing by the Bidder in any form, un-solicited letter and post-tender correction may invoke summary rejection of the bid. Conditional tenders will be rejected.
  11. **Unwillingness to Quote :-** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items/ services as mentioned in this TENDER.
  12. **Validity of Bids:** The Bids should remain valid up to **90** days from the date of opening of bids.
  13. **Earnest Money Deposit:** Bid security of unsuccessful bidder will be returned by NEFT/RTGS directly to their bank accounts and the bid security of the successful bidder would be returned without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impair or derogates from the tender in any respect within the validity period of their tender.
  14. **Manner of Obtaining Tender Documents:** The tender forms can be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in). Tender fee is Rs Nil
  15. Each **Agency/Contractor** shall submit only one Tender for the entire scope of work. A **Agency/Contractor** who submits more than one tender or part tender, his tender will be treated as non-responsive & rejected.

## PART II-ESSENTIAL DETAILS OF SERVICES REQUIRED

### 1. SCHEDULE OF REQUIREMENTS:

The tender shall be for providing following services to the Office of Defence Estates Officer, Jammu Circle, Jammu for the period from **01.05.2018 to 31.03.2019**.

S. No.	Name of Services	Number/Quantity
1	Provision of Skilled, Semiskilled and Unskilled manpower/supporting staff on all working days and as per official requirements	7 (See clause 19 of part IV)

The details of requirement are as follows.

a.	<b>Description of work</b>	Skilled/ Semiskilled/ Unskilled manpower/supporting staff are outsourced/engaged for office work etc
b.	<b>Time of work</b>	The Skilled and Unskilled manpower/supporting staff will put in eight hours of work per day depending on the timings determined by the Defence Estates Officer, Jammu Circle, Jammu.
c.	<b>Time period of work</b>	The Contractor will be responsible to provide services for the period of 01.05.2018 to 31.03.2019 or as specified in the contract agreement.
d.	<b>Special Instructions</b>	Contractor will be responsible to ensure that the specified Nos of Skilled and Unskilled manpower/supporting staff report at the specified time as mentioned in the contract.
e.	<b>Security</b>	The Contractor will be responsible to ensure that all Skilled and Unskilled manpower/supporting staff employed by him have security clearance from police and no anti-national element is employed by him.

### 2. QUALIFYING CRITERIA / ONLINE / TECHNICAL BIDS:-

Firms fulfilling the following criteria may be eligible to submit the tenders. Scanned copies of the same are to be submitted **ONLINE**. The Contractor shall have registration with the relevant Government Departments which inter-alia include registration with GST, Income Tax as per provisions of the relevant Acts, Contract and Labour (Abolition) Act in relation of employees/workers engaged by them.

S. No.	Criteria	Self attested & scanned copy of supporting documents should be attached in pdf format only with Technical Bid Online for technical evaluation.
1	Firm should be registered with Labour Department to provide manpower.	Self attested & scanned copy of valid Labour License issued by Labour Commissioner/ other competent authority
2	Firm should be registered for EPF	Self attested and scanned copy of valid EPF registration certificate
3	Firm should be registered for ESIC	Self attested and scanned copy of valid ESIC registration certificate
4	Firm should be registered with GST departments.	Self attested and scanned copy of valid GST registration certificates
5	Firm should have GST No.	Self attested and scanned copy of valid GST No. registration certificates
6	Other documents	Self attested and scanned copy of PAN Card.

7	A certificate on non judicial stamp paper stating that their contracts have not been terminated or their firms have not been debarred/ blacklisted /banned in last three years as per <b>Annexure I</b>	In case of default, EMD of the firm will be forfeited.
8	<p><b>Power of Attorney</b> on a Non Judicial Stamp paper as per format in <b>Annexure II</b> to be enclosed.</p> <p style="text-align: center;"><b><u>OR</u></b></p> <p>If the bidder is sole proprietor/ partner(s) of the firm &amp; signing the tender documents himself/ herself/ themselves, he/ she/ they should provide a certificate as per <b>Annexure III</b></p>	Self attested and scanned copy of Non Judicial Stamp paper as per format in Annexure II OR Annexure III to be attached.

3. **QUALITY OF MANPOWER:** The contractor shall deploy only such workers as are physically & mentally fit & a certificate to that effect should be enclosed with the bio-data of worker.
4. **DELIVERY PERIOD:** Delivery of services would start from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Office of Defence Estates Officer, Jammu Circle, Jammu in case satisfactory services are not provided within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Office of Defence Estates Officer, Jammu Circle, Jammu, with applicability of LD clause.
5. **The successful bidder would be required to provide manpower on daily basis except for officially closed holidays. In case of official exigencies/ watch and ward type jobs, the successful bidder will be required to provide manpower on closed holidays/ round the clock, as the case may be, on same rates and conditions as accepted in the bids. The payment will not be less than the minimum wage rates fixed by the Central Govt.**



### **PART III –STANDARD CONDITIONS OF TENDER**

**The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Office of Defence Estates Officer, Jammu Circle, Jammu. Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. **LAW:-** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **EFFECTIVE DATE OF THE CONTRACT:-** The contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **ARBITRATION:-** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the relating to performance, which cannot be settled amicably, may be resolved through arbitration by an arbitrator duly appointed by the Defence Estates Officer, Jammu Circle, Jammu.
4. **PENALTY FOR USE OF UNDUE INFLUENCE:-** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Office of Defence Estates Officer, Jammu Circle, Jammu or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor or any one employed by him or acting on his behalf ( whether with or without the knowledge of the contractor ) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Defence Estates Officer, Jammu Circle, Jammu to cancel the contract and all or any other contracts with the contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Defence Estates Officer, Jammu Circle, Jammu or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the contractor. Giving or offering of any gift , bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the Office of Defence Estates Officer, Jammu Circle, Jammu or to any other person in a position to influence any officer/employee of the Office of Defence Estates Officer, Jammu Circle, Jammu for showing any favour in relation to this or any other contract, shall render the contractor to such liability/penalty as the Defence Estates Officer, Jammu Circle, Jammu may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of Security Deposit/EMD/Bank Guarantee and refund of the amounts paid by the Office of Defence Estates Officer, Jammu Circle, Jammu.
5. **ACCESS TO BOOKS OF ACCOUNTS:-** In case it is found to the satisfaction of the Defence Estates Officer, Jammu Circle, Jammu that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the contractor, on a specific request of the Defence Estates Officer, Jammu Circle, Jammu, shall provide necessary information/inspection of the relevant financial documents/information.

6. **NON- DISCLOSURE OF CONTRACT DOCUMENTS:-** Except with the written consent of the Defence Estates Officer, Jammu Circle, Jammu/ contractor, other party shall not disclose the contract or any provision, specification, pattern, sample or information thereof to any third party.
7. **LIQUIDATED DAMAGES:-** The contractor will be liable to pay compensation for any damage done willfully/ by negligence by his employees. In the event of the contractor's failure to submit the Bonds, Guarantees and Documents for supply of services as specified in this contract, the Defence Estates Officer, Jammu Circle, Jammu, may, at its discretion withhold any payment until the completion of the contract. The Defence Estates Officer, Jammu Circle, Jammu may also deduct **Rupees Five hundred per manpower per day** for absence from duty as a liquidated damages and the same will be recovered from due amount.
8. **TERMINATION OF CONTRACT:-** The Defence Estates Officer, Jammu Circle, Jammu shall have right to terminate this Contract in part or full in any of the following cases:-
  - (a) Any breach of official security.
  - (b) Contractor failing to comply with the terms of the agreement. The contractor will be given opportunity to show cause for the failure and receipt of reply will be counted towards one months notice given under the clause.
  - (c) The contractor fails to carryout provision of any articles of the contract to the satisfaction of the Defence Estates Officer, Jammu Circle, Jammu who shall be sole judge. In such cases, the Defence Estates Officer, Jammu Circle, Jammu may at their discretion arrange for the services through other agencies at the risk and cost of the contractor.
  - (d) The Defence Estates Officer, Jammu Circle, Jammu finds that the Contractor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
  - (e) As per decision of the Arbitration Tribunal.
9. **NOTICES:-** Any notice required or permitted by the contract shall be written in the English language & may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
10. **TRANSFER AND SUB-LETTING:-** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
11. **AMENDMENTS:-** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the Contract.
12. **MODIFICATION OF THE CONTRACT:-** In the event of any special contingency in the official work warranting any enhancement or any reduction in the official work load sufficient to justify reduction in expenditure, an appropriate modification shall, if required, be made as per the directions of the Defence Estates Officer, Jammu Circle, Jammu. Such modification shall be based on the increase or decrease in the scope of manpower required, as decided by the Defence Estates Officer, Jammu Circle.
13. **TAXES AND DUTIES**
  - (a) **General**

The contractor shall be responsible to pay all the applicable taxes/duties/charges/fee viz. Service tax/GST/Excise duty/Octroi etc. to the concerned State/Central Govt departments or local authority. The bids should be inclusive of all such taxes/duties/charges/fee etc.

(i) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Office of Defence Estates Officer, Jammu Circle, Jammu by the contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Contractor.

## **PART IV- SPECIAL CONDITIONS OF TENDER**

**The Bidder is required to give confirmation of their acceptance of Special conditions of the TENDER mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. contractor in the Contract) as selected by the Defence Estates Officer, Jammu Circle, Jammu. Failure to do so may result in rejection of Bid submitted by the Bidder.**

### **1. PERFORMANCE GUARANTEE:-**

The Bidder will be required to furnish a Performance Guarantee (PG) by way of Bank Guarantee/ Demand Draft/FDR through a Nationalized Bank for a sum equal to 10% of the contract value within 30 days from entering into the contract. **Performance Bank Guarantee (PBG) should be valid up to 60 days beyond expiry of the contract.**

**No interest, whatsoever, on EMD and Security Deposit/Performance Guarantee shall be paid by the Office of Defence Estates Officer, Jammu Circle, Jammu.**

### **2. MANPOWER / QUALITY OF MANPOWER:**

- (a) The Contractor shall deploy only such workers as are physically and mentally fit and a certificate to that effect should be enclosed with the bio-data of the worker.
- (b) The Defence Estates Officer, Jammu Circle, Jammu shall have a right to ask for the replacement of a worker who is not found suitable for the work or adjudged undesirable worker by the committee member (s) authorized for inspection of work.
- (c) Employees once detailed will not be changed for at least three months. The changes in manpower will however be subject to approval of the Defence Estates Officer, Jammu Circle, Jammu.
- (d) The contractor will not employ foreign nationals without prior permission.
- (e) The contractor shall not employ any person or personnel suffering from physical, infection and contagious diseases.
- (f) The contractor shall call for the applications through news papers and other means from the applicants for the posts mentioned and as per prescribed qualification, as required by the Defence Estates Office, Jammu Circle at his/her own expenses. The applicants, minimum of 03 for each post will be interviewed by the authorized official(s) of the Defence Estates Office, Jammu Circle. The panel of eligible candidates will be prepared, out of which staff will be provided by the contractor. The office will not be bound to place the order for provision of services of manpower as per the tender as the same is tentative hence the number may vary.
- (g) The contractor shall deploy required personnel to provide the said services and immediately communicate the names, parentage, educational/professional qualification, residential address(es), correspondence address(es), age etc. of the person(s) as and when deployed or changed from time to time.
- (h) Any candidate selected for engagement shall not leave the job until he/she serves one month notice of his/her intention otherwise he/she shall be liable to pay an amount equal to one month wages in lieu of notice and monetary benefit will be allowed according to length of service as decided by the Defence Estates Office, Jammu Circle.

- (i) The persons deployed by the contractor for the work shall be employees of the contractor for all intents and purposes. There shall be no relationship of employer and employee with the Defence Estates Office, Jammu Circle, either implicitly or explicitly.
- (j) The Defence Estates Office, Jammu Circle, shall in no case be involved in disbursement of the salaries or otherwise. The contractor shall be solely responsible for any lapse or delay for the submission of any report/return or to deposit any charge or fee etc. to the concerned authority of Labour Department, EPF, ESI or any authority etc. about the staff engaged.
- (k) The staff deployed by the contractor shall be responsible for taking the stock entries of all immovable and movable property and maintain the stock books on their charge. In case of any theft/loss of the property they shall immediately give information of the circumstances in which the loss/theft noticed to the DEO, Jammu Circle through the contractor and the authorized official.
- (l) Defence Estates Office, Jammu Circle shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payments to be made to the contractor or out of the security deposit or any money of the contractor with the office on any account including losses. He will be liable for criminal breach of trust in case any employees have been so found involved.
- (m) **Smoking and consumption of alcohol within the entire area of the Department is strictly prohibited.** Violations of this rule shall be prosecuted as per law and culprit will be discharged immediately.

### **3. POLICE VERIFICATION:**

- (a) At all times, the contractor will be responsible to ensure/obtain security clearance of the manpower engaged by him, from the respective Police Station under whose jurisdiction the manpower reside. Police verification is to be submitted at least 5 days prior to commencement of the Contract. The contractor will also ensure that no person employed by him (including internal and External manpower) and Specialized official work has been / is involved in any activity against the interest of State. A subsequent verification may be done by Office of Defence Estates Officer, Jammu Circle, Jammu.
- (b) The Contractor shall provide only those workers whose antecedents have been verified by the Police and shall be responsible for their acts in the premises. The contractor will not employ any person or personnel who are involved in criminal and anti-social activities and have a police record to the effect in any station of the country

### **4.** The manpower, if any, deployed by the contractor under this contract shall be employee of the contractor and under no circumstances shall ever have any claim for job permanency in Office of Defence Estates Officer, Jammu Circle, Jammu and certificate to this effect will be provided by the contractor before commencement of the contract.

### **5. TRANSPORTATION ETC:** The responsibility for transporting the manpower to the Defence Estates Office, Jammu Circle, Jammu rest with the contractor. No accommodation for the workers will be provided by the Defence Estates Office, Jammu

### **6. ESIC AND EPF REGISTRATION NUMBERS:**

- (a) The contractor shall provide a bio-data with ESI and EPF registration numbers of all the persons engaged by it for working. The firm may quote taking into account, contribution

required as per applicable laws towards ESIC or in terms of Workmen's Compensation Act (WCA) or any other similar statutory contribution, in relation of the workers to be deployed by the firms in the proposed contract. The bid amount including such element should be supported by relevant States/Central Govt order on the subject.

**7. PAYMENT TO THE WORKER:**

- (a) The contractor shall be solemnly responsible for the payment of minimum wages as per Central/ State Government and other admissible allowances to the workers and proof of payment produced on demand.
- (b) Successful bidder will submit a certificate that the payment will be made to employees as per existing Minimum Wages Act.

**8. CERTIFICATE REQUIRED TO BE FURNISHED MONTHLY:**

While submitting the bill for the next month, the contractor will file a certificate certifying that they pay the following-

- (a) Wages of workers were credited to their Bank Accounts on \_\_\_\_\_(date)
- (b) ESI Contribution relating to works amounting to Rs. \_\_\_\_\_/- was deposited on \_\_\_\_\_(date) (copy of challan enclosed)
- (c) EPF Contribution relating to works amounting to Rs. \_\_\_\_\_/- was deposited on \_\_\_\_\_(date) (copy of challan enclosed).

The contractor shall maintain such other records as may be prescribed by the Defence Estates Officer, Jammu Circle, Jammu from time to time and produce them for verification as and when demanded.

**9. ADVANCE PAYMENT: No advance payment(s) shall be made to contractor.**

**10. PAYING AUTHORITY:** The payment shall be released after Scrutiny of the bills as against the completion certificates signed by an authorized official of the Office of Defence Estates Officer, Jammu Circle, Jammu and after clearance of those bills from PCDA, WC. Defence Estates Office, Jammu will not be held liable for delay in clearance of bills once bills are sent to PCDA, WC and there shall be neither discontinuation/ gap in manpower provided to Defence Estates Office, Jammu nor delay in payment of wages to the manpower engaged for Defence Estates Office, Jammu by the contractor pending clearance of bills by PCDA Western Command, Chandigarh upto at least 03 months from date of submission of bills.

**11. PAYMENT TERMS:** The contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding month by the 10th of the month. The payment for the services will be made to the contractor within a reasonable period in arrears and no advance payment will be made to the Contractor. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details on a mandate form duly signed by bank manager, so that payments could be made through NEFT/RTGS mechanism instead of payment through cheques. The payment will be made as per the following terms, on production of the requisite documents:-

- (a) The following components will be paid every month:-
  - (i) Wages paid.
  - (ii) Service Charges / contractor's profit per month.

- (iii) EDLI & Admin Charges.
- (iv) Employer EPF share
- (v) Employer ESI share

(b) Monthly payment will be made against following documents:

- (i) Contingent Bill.
- (ii) Consolidated bill by vendor for items at Para 11 (a) part- II above
- (iii) Form of Register of Wages-Cum –Muster Roll as per Form XVII ( see below).
- (iv) Copy of EPF and ESI challan of respective month along with details of amount deposited in the account of employee.
- (v) Certificate duly signed by contractor having paid minimum wages
- (vi) Individual salary slips of employees.
- (vii) Any other documents/registers required to be maintained and provided to the Defence Estates Officer, Jammu Circle, Jammu under any of the clauses/conditions of this tender document for processing the monthly bill submitted by the contractor.

(c) The contractor shall also enclose a certificate on the bill of having paid minimum wages to the labourers as per rates promulgated by state Govt/ Govt. of India for Jammu region.

(d) The payment to the contractor will be made by the Defence Estates Officer, Jammu Circle, Jammu on post monthly basis subject to satisfactory services during the period and clearance of bills by PCDA, WC. The contractor is required to forward the details of EPF account no. of employees within one month and copy of ESIC smart Card of all manpower employed within three months of award of contract.

**12. RESPONSIBILITY OF PAYMENT OF WAGES AS THE PER SECTION 21 OF CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**

The contractor shall make payment to the contract manpower employed on monthly basis under the contract on or before the 7<sup>th</sup> of every month or on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7<sup>th</sup> day of the following month. In case the contractor fails to make payment of wages with the period or makes short payment, the Defence Estates Officer, Jammu Circle, Jammu reserves the right to make payments to the manpower employed through contractor by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor. The payment must be made directly to the bank accounts of the contractual labour.

**13. REGISTERS AND OTHER RECORDS TO BE MAINTAINED BY THE CONTRACTOR AS PER CONTRACTOR LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971**

S. No.	Action	Form	Rules
1	Maintain register of Persons employed	Form XIII	Rule 74
2	Employment Card to be issued within three days of employment to each worker	Form XIV	Rule 76
3	Service Card to be issued to every worker on termination of employment for any reason	Form XV	Rule 77
4	Muster Roll	Form XVI	Rule 78 (1) (a) (i)
5	Register of wages	Form XVII	Rule 78 (1) (a) (i)
6	Wage slip to be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.	Form XIX	Rule 78 (1)(b)

7	Register of deductions of damage or loss	Form XX	Rule 78(1)(a) (ii)
8	Register of fines	Form XXI	Rule 78(1)(a) (ii)
9	Register of advance	Form XXII	Rule 78(1)(a) (ii)
10	Register of overtime	Form XXIII	Rule 78(1)(a) (ii)
11	Half year return	Form XXIV	Rule 82 (1)

#### **14. STATUTORY OBLIGATIONS (APPLICABLE IN CASE OF SUCCESSFUL BIDDER)**

- a) **Minimum Wages:** The contractor will ensure payment of either equal to or more than minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the manpower deployed by him. Non –adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed labour contract as per the existing minimum wages promulgated by the State/Central Labour Deptt, to the workers.
- b) **EPF, ESI, EDLI:** The amount of EPF, ESI, EDLI shall be quoted strictly as per prescribed Govt. rates. However, payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account.
- c) The contractor shall pay to the manpower employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules 1971.
- d) The contractor shall fix the wage period not exceeding one month to make payment to the manpower employed by him and shall ensure payment before expiry of the 7<sup>th</sup> day after the last day of the wage period.
- e) **The contractor shall abide by the following provisions:-**
  - (i) Minimum Wages Act, 1948.
  - (ii) The Contract Labour (Regulation & Abolition) Act, 1970
  - (iii) Central Govt Contract Labour (Regulation & Abolition) Act.
  - (iv) Child Labour (Provision & Regulation) Act, 1986
  - (v) Employees Provident Fund & Miscellaneous Provision Act, 1952
  - (vi) Any other Act/ Rules/ Policies promulgated by the Govt of India in relation to employment of contractual labour.
- f) Completing all other statutory obligations involving contractual labour will be the sole responsibility of the contractor. It will be the sole responsibility of the contractor to keep this office informed regarding submission of statutory formalities and their complete or incomplete status. If it is not adhered to, it will be considered as breach of contract.
- g) It shall be the responsibility of the contractor to issue employment card to each manpower as per the prescribed format and to maintain the muster roll, the wage register and other register as provided in the Contract Labour (Regulation and Abolition) Act 1970 and Central Govt Contract Labour Rules.
- h) The contractor shall arrange for such facilities as provided for in the Contract Labour Rules for the welfare and health of the manpower employed on the work.

- 15.** The contractor agrees to indemnify the Defence Estates Officer, Jammu Circle, Jammu against all claims for compensation by or on behalf of any workman employed by him in connection



with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923)

- 16.** The contractor shall be responsible for all commissions and omissions on part of Manpower engaged, if any, for the purpose. The Office of Defence Estates Officer, Jammu Circle, Jammu shall not be responsible in any manner, whatsoever, in matters of health/injury/death etc. of the contractor's employees while performing duties under this contract.
- 17.** The contractor shall be obliged and solely responsible to comply with all statutory security requirements in relation of manpower engaged by the firm and the Defence Estates Officer, Jammu Circle, Jammu shall not be a party to any dispute arising out of such deployment by the Contractor.
- 18. REPEAT ORDER CLAUSE:-** The Defence Estates Officer, Jammu Circle, Jammu reserve the right to order upto 60% quantity of the services and goods as mentioned in part-II of this contract under the present contract within six months from the date of supply / successful completion of this contract, the cost, terms and conditions remaining the same. It will be entirely the discretion of the Defence Estates Officer, Jammu Circle, Jammu to place the Repeat order or not.
- 19. TOLERANCE CLAUSE:-** The Defence Estates Officer, Jammu Circle, Jammu may call for increase/decrease of manpower as per the requirement if situation arises during the entire period of contract and the contractor shall provide the same or act accordingly on the written demand from the Defence Estates Officer, Jammu Circle, Jammu and shall be paid proportionately and no objections in this regard shall be entertained from the contractor by the Defence Estates Officer, Jammu Circle, Jammu.
- 20. FALL CLAUSE:** The following fall clause will form part of the contract placed on successful Bidder:-

  - (a) The price charged for the services supplied under the contract by the contractor shall in no event exceed the lowest prices at which the contractor sells or offer to sell services and goods of identical description to any persons/ Organization including the Office of Defence Estates Officer, Jammu Circle, Jammu or any department of the Central Govt. or any Department of state Govt. or any statutory undertaking the central or State Govt as the case may be during the period till performance of all supply Orders placed during the currency of the contract is completed.
  - (b) If at any time during the contract period, the contractor reduces the sale price, sells or offer to sell such services to any person/organization including the Office of Defence Estates Officer, Jammu Circle, Jammu or any Deptt. of central Govt or any Deptt of the State Govt or any Statutory undertaking of the Central or state Govt as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or offer of services and goods and the price payable under the contract for the services and goods of such reduction of sale or offer of the sale shall stand correspondingly reduced.
- 21. RISK AND EXPENSE CLAUSE:-**

  - (a) The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. The Defence Estates Officer, Jammu Circle, Jammu reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also the right to award the contract to any other selected tendered at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the Defence Estates

Officer, Jammu Circle, Jammu from the Contractor Security Deposit or pending bill or by raising a separate claim.

- (b) In case the contractor fails to carry out on any day, any of the work mentioned in para 1 of part II or falls short in providing requisite services on account of such breach pro rata recovery through Risk & Expense along with penalty equal to 1% of the total monthly charges everyday of absence/short supply of services will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by the Defence Estates Officer, Jammu Circle, Jammu which will be binding and final.
- (c) The Defence Estates Officer, Jammu Circle, Jammu will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring services from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm or from the PBG submitted by the firm.
- (d) The Defence Estates Officer, Jammu Circle, Jammu shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the Government in terms of herein mentioned clauses of this agreement. The sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee/ Security Deposit of the firm.

**22. FORCE MAJEURE CLAUSE**:- In case of Force Majeure, the contract may be terminated after three months of suspension.

- (a) Neither party shall bear responsibility for the complete or partial non –performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earth quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning. In such cases, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.
- (d) If the contractor fails to carry out on any day, any of the work mentioned, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pro rata recovery equal to @ 1% of the monthly charges per day will be recovered from the monthly bill of the Contractor subject to maximum limit of 30% of total contract value.
- (e) The Defence Estates Officer, Jammu Circle, Jammu reserves its right to terminate the contract at any time without assigning any reason after giving a notice of one month. The Contractor will not be entitled to claim any compensation against such termination. However, while

terminating the contract, if any payment is due to the Contractor for services already performed in terms of the contract, the same would be paid to it as per the contract terms.

**23. INSPECTION:-** A monitoring committee will be formed or cause to be formed by the Defence Estates Officer, Jammu Circle, Jammu to supervise the work and to check the quality of services. The Contractor will be answerable to the Committee member(s) and has to obtain a work satisfactory certificate for every month to be enclosed with the bill.

**24. WARNING CLAUSE :-** In case any complaint is received from users or manpower employed by the contractor, following penalty will be imposed in addition to deduction of amount equivalent to deficiency in services:-

a.	First Complaint	Written Warning
b.	Second & third Complaint	Show Cause notice
c.	Fourth & fifth complaint	Deduction of amount as per Para 7 of part III and Para 12 and 16 of Part IV.
d.	Sixth Complaint	Issue of Show cause notice for termination of contract & PG/PBG of the contract will be forfeited.

**25. TERMINATION CLAUSE:-**

- a) The contractor shall have the option to terminate the contract at any stage by giving clearly 90 days notice in advance. The Defence Estates Officer, Jammu Circle, Jammu shall have the right to terminate the contract at any stage, without assigning any reason whatsoever with 30 days notice.

**26. SETTLEMENT OF DISPUTES/DIFFERENCES:-** In the case of any dispute or difference which may, at any time during and after the contract, be arising between the parties hereto in respect of any of the matter of the Agreement, such dispute or difference shall be referred to the arbitration of the Principal Director, Defence Estates, Western Command (PDDE, WC). The decision of PDDE, WC shall be final and binding on the parties thereto. The provisions of Arbitration and Conciliation Act, 1996 and the rules there under shall be deemed to apply to the arbitration proceedings under this clause. The award of the arbitrator shall be enforceable in Jammu Courts only.

## **PART V- EVALUATION CRITERIA & PRICE BID ISSUE**

1. **EVALUATION CRITERIA:-** The guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be considered which are found to be fulfilling the eligibility and qualifying requirements of the TENDER, both technically and financially by the Defence Estates Office, Jammu Circle, Jammu based on the recommendations of the authorized committee so constituted and such decision shall be final and binding.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the authorized committee of the Defence Estates Office, Jammu Circle, Jammu with reference to the technical characteristics of the equipment/ services/ firm as mentioned in the TENDER. The compliance of Technical requirements would clear the technical evaluation.
  - (c) Being a two bid system, only the technical bid would be opened on the time and date mentioned in **Part-I**. Date of opening of the financial bid will be opened after acceptance of the technical bids. Financial bids of only those firms will be opened whose technical bids are found complete/ suitable after technical evaluation is done.
  - (d) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. **Bids quoting wages of manpower less than prevalent Minimum Wages at the time of filing the bids shall be summarily rejected.**
  - (e) The ultimate cost to the Office of Defence Estates Officer, Jammu Circle, Jammu would be deciding factor for ranking of Bids.
2. **L-1 FIRM:-** The L-1 firm will be the lowest acceptable quote other than those disqualified.
3. **PRICE BID FORMAT:-**
  - a) The Financial bid form provided as .pdf with the tender document at <https://www.eprocure.gov.in/eprocure/app>. Bidders are advised to download this from [www.eprocure.gov.in](http://www.eprocure.gov.in) site as it is and quote their offer in the permitted columns only.
  - b) The bidder will quote the amount taking into account number of personnel to be engaged by the contractor, minimum wage rates for the category of worker, statutory dues such as EPF, ESIC contribution etc, number of days & bidders' services charges are to be indicated in percentage terms over and above the minimum wages rate plus statutory levies and this will be the contractor's element of profit and will be taken into consideration for determination of L-1 status.
  - c) The bidders/ firms should prepare their price and bid by considering the minimum wages. In case minimum wages are revised by the concerned authority, benefit of revised minimum wages will be granted as arrears during operation of the contract. However, any firm quotes the wages more than minimum wages, the same will be treated as the wages that the firm intended to pay to their employee and hence will be considered for determination of lowest bid.
  - d) **ESIC / WCA:** The bidder may quote taking into account contribution required as per applicable laws towards ESIC or in terms of Workmen Compensation Act (WCA) or any other similar statutory contribution, in respect of the workers to be deployed by the bidder in the proposed contract. The bid amount including such element should be supported by relevant state/central Govt order on the subject.

**Appendix "A"**

Refers to para 2 (b) (x) of Part I of

TENDER No: JK/Y/Adm/HSS/781/DEO/2018-19/ dated 28.03.2018

**TENDER CONDITIONS ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

To

The Defence Estates Officer,  
Jammu Circle,  
Satwari, Jammu Cantonment,  
Jammu, J&K - 180003

Sub:- **ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER**

Tender No. \_\_\_\_\_

Name of Work:-  
\_\_\_\_\_

Dear Sir/Madam,

1. I/We have downloaded/obtained the tender documents for the above mentioned Work from the website(s) namely \_\_\_\_\_ as per your advertisement given in the above mentioned website(s) and offer my/ our services for the aforesaid work. I/We hereby upload the receipts of EMD and Tender fee duly deposited in the account number given in the tender document.
2. I/We hereby certify that I/We have read and carefully examined the entire terms and conditions and scope of work of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ ( including all documents like annexure(s), schedule(s), etc, ) which form the part of the agreement and having understood the same, I/We confirm that I/We shall abide by all the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s) corrigendum(s) in its totality/entirety, without any deviation or condition.
5. I/We agree to keep the BID valid for 90 (ninety) days from the date of opening of the BID/Tender and the period shall remain binding.
6. The Technical Bid and its enclosures/ documents uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) as mentioned in Para 2 of part I of TENDER are correct and I/We certify their genuineness. The original documents will be readily produced on demand.
7. I/We hereby duly submit our offer and upload Financial Bid in .pdf format.
8. In case any provision of the tender is found violated, your office/ department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and I/ We shall not have any claim/right against the office/department/ organization in satisfaction of this condition.

Yours faithfully,

(Signature of the Bidder(s), with Official Seal)

**Appendix “B”**

Refers to para 6 (b) of Part I of  
TENDER No: JK/Y/Adm/HSS/781/DEO/2018-19/ dated 28.03.2018

**INSTRUCTIONS TO THE BIDDERS**

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app> are as follows:-

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-procurement site using the “click here to Enroll” option available on the home page. Portal Enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct /true information including valid e-mail \_id. All the correspondence shall be made directly with the contractors/bidders through e-mail id provided.
3. Bidder needs to login to the site through their user ID/password chosen during enrolment /registration.
4. Then the digital Signature Certificate (Class II or Class III Certificate will signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken /W Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving password of the eToken /Smart Card to access DSC.
7. In case of limited tender the registered dealers/ the bidders invited to participate in the tender will receive a notification through an e mail w.r.t and after log in the bidder selects the tender and moves it to “my tenders”. In case of open tenders the bidder selects the tender which he/she is interested in by using search option & then moves it to the “ my tenders” FOLDER.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre-bid meeting if any.
11. Bidder should take into account the corrigenda published before submitting the bids online.
12. It is considered that the bidder has read all the terms and conditions before submitting their offers. Bidder should go through the tender schedules carefully and upload he documents as asked, otherwise, the bid will be rejected.

13. The bidders can upload well in advance, the documents such as certificates, annual report details, etc, under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF format. If there are more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders bid documents may be scanned with 100'dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
15. Bidder should submit the Tender fee/EMD as specified in the tender to the Tender Inviting Authority, within the bid submission due date & time for the tender, scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder must read the terms & conditions and accept to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the tender fee/ EMD as applicable and enter details of the instruments.
18. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender.
19. The bidder has to upload the relevant fields required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. **Further, the Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or of difficulties faced during the submission of bids by the bidders under any circumstances whatsoever.**
20. The price bid format is provided in a separate sheet file, the rate offered should be entered in the allotted space only. The Price Bid template must not be modified / replaced by the bidder, else the bid submitted is liable to be rejected of this tender
21. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date and time (as per server system clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
22. After the bid submission (i.e. after checking "**Freeze Bid Submission**" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participated in the bid opening date.
23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc, in the e-tender system. The bidders should follow this time during bid submission.

24. All data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening.
25. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Jammu Cantonment Board or the procurement officer opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
26. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document.
27. All pages of the Qualifying bid and financial bid should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA on demand.
28. All pages of the Qualifying bid and financial bid should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA on demand.
29. The undertaking to the effect that the terms and conditions stipulated in the tender documents are acceptable to the auth signatory of the bidders registered firm have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

**Note:- Rate to be quoted online by bidder in the Financial bid sheet only**



**Annexure - I**  
Refers to para 2(7) of Part II of  
TENDER No: JK/Y/Adm/HSS/781/DEO/2018-19/ dated 28.03.2018

**CERTIFICATE**

**(To be submitted on Rs 100 (Rupees (INR) HUNDRED ONLY) NON Judicial Stamp Paper)**

I/We, \_\_\_\_\_ (Name, Designation & address ), proprietor(s)/ partner(s)/ authorized representative(s) of the firm \_\_\_\_\_ (Name & address of the registered office ) hereby declare that our contracts have not been terminated before completion of contract or the firm has not been debarred/black listed /banned by any Central/ State Govt. department/autonomous body. I/We also certify that the agency/ contractor does not have any litigation in any of the Labour Court(s). In case of default, EMD submitted by our /my firm for “TENDER FOR PROVISION OF SKILLED SEMISKILLED AND UNSKILLED MANPOWER / SUPPORTING STAFF” FOR THE PERIOD FROM 01.11.2017 TO 31.03.2018(Tender no. \_\_\_\_\_) may be forfeited.

Signed by within named

\_\_\_\_\_(INSERT THE NAME OF THE EXECUTANTS (S))  
THROUGH THE HAND OF  
MR. \_\_\_\_\_  
DULY AUTHORIZED SIGNATORY\  
DATED THIS \_\_\_\_\_ DAY OF 2018

BEFORE ME,

NOTARY ACCETPED

------(Signature)  
(NAME , TITLE AND ADDRESS OF THE ATTORNEY)

**Annexure - II**

Refers to para 2(8) of Part II of  
TENDER No: JK/Y/Adm/HSS/781/DEO/2018-19/ dated 28.03.2018

**FORMAT FOR POWER OF ATTORNEY**

**(To be submitted on Rs 100 (Rupees (INR) HUNDRED ONLY) Non Judicial Stamp paper)**

Know all men by these presents , we \_\_\_\_\_(name & address of the registered office) do hereby constitute, appoint and authorize Mr/Ms \_\_\_\_\_ (name & residential address ) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our "TENDER FOR PROVISION OF SKILLED AND SKILLED MANPOWER / SUPPORTING STAFF" FOR THE PERIOD FROM 01.05.2018 TO 31.03.2019.(Tender no. \_\_\_\_\_) Including, signing and submission of the Tender and all documents specified in the Tender Document, including, undertakings, letters, certificates, acceptance, clarifications, guarantees, etc, making representations to the Office of Defence Estates Officer, Jammu Circle, Jammu and providing information/ responses to the Office of Defence Estates Officer, Jammu Circle, Jammu, representing us in all matters before the Office of Defence Estates Officer, Jammu Circle, Jammu and generally dealing with the Office of Defence Estates Officer, Jammu Circle, Jammu in all matters in connection with our Tender for the said Project. WE HEREBY AGREE TO RATIFY ALL ACTS, DEEDS AND THINGS LAWFULLY DONE BY OUR SAID ATTORNEY PURSUANT TO THIS POWER OF ATTORNEY AND THAT ALL ACTS, DEEDS AND THINGS DONE BY OUR AFORESAID ATTORNEY SHALL AND SHALL ALWAYS BE DEEMED TO HAVE BEEN DONE BY US. ALL THE TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANING ASCRIBED TO SUCH TERMS UNDER THE TENDER DOCUMENT.

**SIGNED BY THE WITHIN NAMED**

\_\_\_\_\_ [INSERT THE NAME OF THE EXECUTANT(S)]

**THROUGH THE HAND OF**

**MR \_\_\_\_\_**

**DULY AUTHORIZED SIGNATORY  
DATED THIS DAY OF 2018**

**BEFORE ME, NOTARY ACCEPTED**

.....(SIGNATURE)

**(NAME, TITLE AND ADDRESS OF THE  
ATTORNEY)**

**NOTE:**

THE MODE OF EXECUTION OF THE POWER OF ATTORNEY SHOULD BE IN ACCORDANCE WITH THE "PROCEDURE, IF ANY, LAID DOWN BY THE APPLICABLE LAW AND THE CHARTER DOCUMENTS OF THE EXECUTANTS AND WHEN IT IS SO REQUIRED THE SAME SHOULD BE UNDER COMMON SEAL. AFFIXED IN ACCORDANCE WITH THE REQUIRED PROCEDURE

**Annexure -III**

Refers to para 2(8) of Part II of  
TENDER No: JK/Y/Adm/HSS/781/DEO/2018-19/ dated 28.03.2018

**PARTNER/ SOLE PROPRIETOR CERTIFICATE**

**(To be submitted on Rs. 100 (Rupees (INR) HUNDRED ONLY ) Non Judicial Stamp Paper)**

I/We, \_\_\_\_\_ (Name(s) &  
address(es) am/are the sole proprietor/ partner of the firm  
\_\_\_\_\_ (Name & address of the registered office).

I/We will be responsible for all such acts, deeds and things necessary in connection with or incidental to submission of our "TENDER FOR PROVISION OF SKILLED, SEMISKILLED AND UNSKILLED MANPOWER / SUPPORTING STAFF" FOR THE PERIOD FROM 01.05.2018 TO 31.03.2019 (Tender no \_\_\_\_\_) including, signing and submission of the Tender and all documents specified in the Tender document, including, undertakings, letters, certificates, acceptance, clarifications, guarantees, etc, making representations to the Office of Defence Estates Officer, Jammu Circle, Jammu and providing information/responses to the Office of Defence Estates Officer, Jammu Circle, Jammu, representing us in all matters before the Office of Defence Estates Officer, Jammu Circle, Jammu and generally dealing with the Office of Defence Estates Officer, Jammu Circle, Jammu in all matters in connection with our Tender.

Date-

Signature of the Proprietor/ Partner(s) with Seal

## **Annexure IV**

### **BIDDER'S GENERAL INFORMATION**

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency/Contractor :
2. Number of Years in Operation :
3. Registered address :
4. Operational Address if different from above:
5. Telephone No. (Landline) :
6. Tele fax No. :
7. Mobile No. :
8. Email Address :
9. Name & Address of Branch, if any :
10. Type of Organization (whether private limited/LLP/ partnership/sole : proprietorship) as per attached proof:
11. Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm:
12. ISO Certification, if any {If yes, please furnish details }

(SIGNATURE OF BIDDER(S) WITH  
SEAL)

**FINANCIAL BID  
PRICE SCHEDULE  
[Rate Per month per person]**

S. No	Category	Rates of minimum wages (should not be lower than latest Central Govt. rates)	Deduction towards EPF and ESIC (Employee contribution @ 12% and @ 1.75%) (on amount in column 3)	Net Carry Home salary/wages to worker	Component Rates (to be refunded by the Corporation)						Total cost per person per month
					Employer contribution towards EPF, EDLI, & Admn. Charges payable to EPFO (@13.36%) and @4.75% to ESIC (on amount in column 3)	Workmen Compensation (Specify rates in %age on amount in column 3)	Sub-Total	Agency/Contractor/ Contractor's Charges (Specify rates in %age on amount in column 8)	Total	GST on total amount (Col.10) (also specify %age)	
1	2	3	4	5	6	7	8 (3+6+7)	9	10 (8+9)	11	12 (10+11)
1.	Skilled Manpower (03 number)										
2.	Skilled manpower: Urdu Translator (Retd. Revenue Official) (01 number)										
3.	Unskilled Manpower (01 number)										
4.	Watch & Ward (02 number)										

**SEAL AND SIGNATURE OF BIDDER(S)/CONTRACTOR(S)**