

# **TENDER DOCUMENT**

**FOR**

## **Providing Services of Housekeeping/ Sanitation Services/ Cleaning of Jambu Zoo premises**

**Department of Wildlife Protection J&K Government  
Wildlife Warden Jambu Zoo  
Manda Hills, Jammu, 180005**



Department of Wildlife Protection J&K Government  
Office of the Additional Wildlife Warden  
Jambu Zoo  
Email: wlwjambuzoo@gmail.com



### E-TENDERING

**Tender Notice : e-NIT No.:- 59/WLWJZ of 2022-23 dated: 06-12-2022**

For and on behalf of the Lt. Governor, of UT of Jammu & Kashmir, e-tenders are invited from approved and eligible contractors / Suppliers registered with J&K State Govt. /Central Govt. Organizations for the following Man-power Services.

#### Notice Inviting Tender and Schedule of Events

Name of work	Providing Services of Housekeeping/Sanitation Services/Cleaning of Jambu Zoo premises
Tender no.	e-NIT No: 59/WLW/JZ of 2022-23 dated 06.12.2022
Earnest Money Deposit(EMD)	<b>Rs 90,000/- (Rs Ninty Thousand only)</b> as EMD. EMD fees shall be in the form of CDR/FDR issued by a Nationalized/Scheduled Bank only in favour of Wildlife Warden Jambu Zoo. Please upload the scanned copy of CDR/FDR online on e-procure portal <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> The hardcopy of the CDR/FDR (EMD) must reach Wildlife Warden Chenab Division Kishtwar through courier/speed post/hand delivery before closing of bids date and time.
Cost of Tender Document	Rs 1000/-, in the shape of Treasury Challan to be deposited in Govt. Treasury under account head 0406
Contract period	The initial period of contract will be for one year.
Publishing of tender	For details and bid documents please visit website: <a href="http://jktenders.gov.in">http://jktenders.gov.in</a>
Online Submission of Tender	Start from 1600 hrs on 06.12.2022
Last Date for submission of tender	1600 hrs 27.12.2022
Opening of tender	<b>Part-I- Technical Bid-</b> Shall be opened at 1200 hrs on 28.12.2022 on the above mentioned e-procure portal at (In the Office of Regional Wildlife Warden Jammu, Manda Hills Jammu) <b>Part-II - Financial Bid-</b> Financial bid of only those bidders who declared technically qualified shall be opened after 02 days of uploading the result of technical evaluation on e-procure portal. The financial bids will be opened on the above mentioned e-procure portal at (In the Office of Regional Wildlife Warden Jammu, Manda Hills Jammu)
Contact persons (for any clarifications)	Additional Wildlife Warden Jambu Zoo

- Online tenders under two bid systems are invited from experienced & reputed service providers of sound financial standing, meeting the qualifying requirement for providing Manpower Services. The Bidders shall submit their bids online on departmental Website:- <http://jktenders.gov.in>
- The bid shall remain valid for 90 days from the date of opening of technical bid. Any future clarification and /or corrigendum(s) shall be communicated on departmental Website:- <http://jktenders.gov.in>

❖ **Notes:**

- The department reserves the right to modify any terms and conditions before submission of the bids.
- All tender related documents should be uploaded through e-procure portal only. Wildlife Warden Chenab Division Kishtwar shall not accept any tender related documents except CDR/FDR which in original must be sent by speed post/courier/courier/hand delivery.

**(Note- Agencies/Firms must check the Jambu Zoo work Site before tendering)**

Sd/-  
Amit Sharma, ACF  
Additional Wildlife Warden  
Jambu Zoo

NO.: WLW/JZ/2022-23/ 1511-14 Date: 06-12-2022

**Copy submitted to the:**

1. Regional Wildlife Warden Jammu for favour of information, please.
2. Joint Director, Information Department, Jammu for favour of information and necessary action with the request that the above notice may kindly be got published in Daily newspapers consecutively for two or three days.
3. Range Officers, Wildlife Range Jambu Zoo.
4. Notice Board.

  
Additional Wildlife Warden  
Jambu Zoo.



## Scope of Work

The Jambu Zoo has Buildings (Veterinary Hospital, Administrative Block, Feed Store and Kitchen, Staff Quarters and other like NIC, Orientation Centre, Ticket Counter, Main Entry Gate, Amphitheatre, Cafeteria, Guard Rooms/Quarter, Pump Houses, Battery Operated Sheds, Camp Office buildings, Toilets etc. and the open areas surrounding these buildings. And to provide the housekeeping/sanitation facilities to these buildings and offices. The details of all school buildings and offices are given below.

The Additional Wildlife Warden Jambu Zoo invites offline Expression of Interest (EOI) for the housekeeping/ sanitation services with respect to the below mentioned premises: -

Sr. No.	Name of Buildings	Required persons		Rate
		Male	Female	Rs. 311 (basic for unskilled)
1	Director Office	1	1	Per Month total for each unskilled labor will be Rs. 12798.43.
2	Veterinary Hospital	1		
3	Feed Store and Kitchen	By serial No. 1 & 2		
4	Staff Quarters	1		
5	NIC	1	1	
6	Orientation Centre	1		
7	Ticket Counter	By serial No. 6		Per Year Rs. 153581.20
8	Main Entry Gate Rooms	1		
9	Amphitheatre and Rooms	1		
10	Cafeteria	By serial No. 9		
11	Guard Quarters	1		
12	Pump Houses	By serial No. 11		
13	Battery Operated Sheds	1		
14	Camp Office	By serial No. 13		
15	Child Care Room		1	
16	Toilets 3 No.	1	1	
17	Open area surrounding these infrastructure (1-16)	1	1	
18	Parking area	2	1	
19	Roads	2	1	
20	Railings, Benches, sheds and other public utility infrastructure along the roads, enclosures, parks, parking.	1	1	
21	Toilets	3	2	
	SUB TOTAL	19	10	Per Year
	TOTAL	29		Rs. 4453854.80

Housekeeping/Sanitation work shall be done in at least one shift i.e. from 08.00 AM to 04:00 PM, for six (07) days in a week, no off days. Provided the Health Centre, Guest Houses, required cleaning in the afternoon and/or **night shift also whenever required on the directions of the officials of the Jambu Zoo.**

The service provider will be responsible for providing Housekeeping/Sanitation services as per the below mentioned schedule: -



**Reporting time and duration of duty:**

Morning Reporting: - 08.00AM to 04.00 PM

Afternoon/Night Shift: - As per the requirement of concerned office/building.

**Housekeeping/Sanitation Services with Cleaning Materials:**

The designated committee or officers of the Jambu Zoo will randomly inspect the quality of service, from time to time and in case any lack of service is noticed, appropriate action would be taken including deductions from the agreed upon payment as per provisions of the agreement entered between the parties for the aforesaid scope of work.

The Buildings, Offices and area of work is not fixed and will be decided by the Controlling office, as and when required. The agency should be in a position to provide the required services accordingly.

**REQUIREMENT OF SANITATION AND HOUSE KEEPING SERVICES: -**

1. Cleaning of toilets and washing of tiles fixed in the toilets.
2. Cleaning and sweeping of verandas.
3. Cleaning and sweeping of staircase.
4. Cleaning and sweeping of common area.
5. Cleaning and moping of Conference Hall/Common Hall.
6. Cleaning and sweeping of the surrounding area of the building.
7. Cleaning of roof top and terrace.
8. Cleaning of doors/grills and dusting all over places in the building
9. Cleaning and sweeping of all floors.
10. Moping of all floors daily at regular interval.
11. Cleaning and washing of sanitary wares.
12. Cleaning of window/door glasses, including glass panels from outside.
13. Removal of cob-webs.
14. Removal of bee/wasp hives as and when reported.
15. Special polishing of floors.
16. Vacuum cleaning.
17. Removal of posters/leaflets pasted anywhere in the Jambu Zoo Campus as andwhen required by the Authorities.
18. Any other work of Sanitation nature
19. Any other sanitation work assigned by the officials of the Jambu Zoo.
20. Collection, suggestion and dispersal of all waste as per government norms.

### List of Cleaning Material

S.No.	Name of the Article	Number
	<b>Material required for cleaning and sanitation per month</b>	
1	Bleaching Powder	100 kg
2	Harpic (Red and Blue)	30 lts
3	Cleaning Detergent	20 kg
4	Wiper	40 no.
5	Brsuh	40 no.
6	Jhadu with stick	70 no.
7	Duster	10 dozn
8	Bygone Spray	20 ltr
9	Mask	60 no.
10	Sanitizer	15 ltr
11	Acid	30 ltr
12	Liquid soap	15 no.
13	Colin	5 no.
14	Urinal cubes	10 packets
	<b>Material required for cleaning and sanitation per 6 months</b>	
15	Uniform	29 no.
16	Shoes	29 no.
	<b>Material required for cleaning and sanitation per 3 months</b>	
17	Buckets	15 no.
18	Mug	15 no.
19	PVC pipe	250 ft
20	Ferba	12 no
21	Belcha	12 no
22	Karahi/Tokari	12 no.
23	Panja	20 no.
24	Trolley	8 no.



#### **A. TERMS & CONDITIONS:**

1. The Conservator of Forest / Regional Wildlife Warden Jammu, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
2. The Financial bids of those bidders only would be opened who are found to be eligible based on the Technical bids opened on the stipulated dates by the Tender Committee in the presence of the bidders.
3. The said contract will be initially for a period of two year commencing from the date of signing the contract. However, in normal circumstances the Agreement is terminable by giving one month notice in writing by either party to the agreement.
4. **Additional Wildlife Warden, Jambu Zoo reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices, without bearing any liability or any loss whatsoever it may cause to the bidder in the process.**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates are not the sole criteria of selection. Additional Wildlife Warden, Jambu Zoo is not bound to accept the lowest rates.
7. **Wages payable shall not be less than the minimum wages payment as declared by the State / Centre Government whichever is lower.**

*If the Financial bids are having rates quoted less than the statutory rates the same shall be outrightly rejected irrespective of the fact that the said bidder has qualified in the Technical bid.*

**8. Without affecting the sanctity of the above criterion Wildlife Protection Department has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of Wildlife Protection Department.**

**The Contracting Agency shall render the following services to Additional Wildlife Warden, Jambu Zoo:**

- (i) To **PROVIDE MANPOWER ON OUTSOURCED BASIS** in Additional Wildlife Warden, Jambu Zoo. The supplied manpower should be competent enough to execute the work assigned to them.
- (ii) The outsourced workers, as specified in Annx.-I (subject to vary/change as per the requirement) would be engaged for six days in a week in required in shift duty in the **Additional Wildlife Warden, Jambu Zoo** and as designated by the competent authority of Wildlife Protection Department.
- (iii) The outsourced workers shall attend to all work assigned to them by the concerned sectional in charge / competent authority.
- (iv) The personnel deployed shall be healthy, active and not less than 18 yrs or more than 45 years of age. Nobody shall have any communicable diseases.
- (v) The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.
- (vi) The agency shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The agency shall pay the wages to the personnel on or before the 7<sup>th</sup> day of every succeeding month, irrespective of delay in payment of Bill by the department for whatever reason. Wages payable shall not be



less than the minimum wages payment as declared by the State / Centre Govt.

(vii) The Agency shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at Wildlife Division Chenab Kishtwar. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:

The payment of wages Act 1936

The Employees Provident Fund Act, 1952 The Factory Act, 1948

The Contract Labour (Regulation) Act, 1970 The Payment of Bonus Act, 1965 The Payment of Gratuity Act, 1972

The Employees State Insurance Act, 1948 The Employment of Children Act, 1938 The Motor Vehicle Act, 1988

The Minimum Wages Act, 1948

(viii) If the Agency wishes to replace any of the personnel, the same shall be done after prior consultation with the Additional Wildlife Warden, Jambu Zoo. The full particulars of the personnel to be deployed by the agency including the names and address shall be furnished to the Additional Wildlife Warden, Jambu Zoo along with testimonials before they are actually deployed for the job.

(ix) In case of any loss that might be caused to the Wildlife Division due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Additional Wildlife Warden, Jambu Zoo shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Wildlife department besides imposition of penalty. In case of any deficiencies/lapses

on the part of the personnel deployed by the agency, the Additional Wildlife Warden, Jambu Zoo shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

(x) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the agency.

(xi) That Agency's authorized representative ( Owner/Director/Partner/Manager) shall personally contact Additional Wildlife Warden, Jambu Zoo at least Twice a month to get a feedback on the services rendered by the contractor viz- a-viz corrective action required to make the services more efficient

(xii) In the event of outsourced personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the agency for such absence.

(xiii) The successful bidder would have to deposit an amount of 10% (Ten percent) of Annual contract of value towards performance security deposit through CDR /FDR/or bank guarantee from a Nationalized / Scheduled bank only in favour of the Additional Wildlife Warden, Jambu Zoo which would remain with Additional Wildlife Warden, Jambu Zoo during the contract period and no interest shall be payable on the performance Security Deposit amount. In case of CDR / FDR, it should be valid for minimum period of 24 months.

(xiv) The Agency shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him. This attendance record is to be submitted every week to Additional Wildlife Warden, Jambu Zoo with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Wildlife department at any other point of time.

(xv) The Agency shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Additional Wildlife Warden, Jambu Zoo. In the event, Additional Wildlife Warden, Jambu Zoo makes any payment or incurs any liability, the agency shall indemnify the Additional Wildlife Warden, Jambu Zoo completely;



- (xvi) In case of any dispute arising out of this agreement then the Chief Wildlife Warden J&K Govt. shall nominate any officer of the Wildlife Department a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Jammu Court will have the jurisdiction to settle and decide all the disputes.
- (xvii) Income Tax TDS as per rules shall be deducted from the bills of the Agency as per applicable laws.
- (xviii) As and when the Additional Wildlife Warden, Jambu Zoo requires additional contract personnel on temporary or emergency basis, the Agency will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the Additional Wildlife Warden, Jambu Zoo.
- (xix) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (xxi) In case the Additional Wildlife Warden, Jambu Zoo suspects or finds any work is entrusted to any sub-contractor on piece meal basis or on regular terms, the Additional Wildlife Warden, Jambu Zoo reserves the right to terminate the contract without assigning any reasons.
- (xxii) Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which Agency has to engage extra personnel.
- (xxiii) The Agency will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
- (xxiv) The Agency shall, at all times, maintain all the statutory records and documents, in proper format, as prescribed under the various Acts / Rules / Laws applicable to contract labours/personnel and shall ensure filing of all prescribed return in proper format to the concerned authorities well within the time limit specified under the respective Acts / Rules / Laws.
- (xxv) The Agency shall, on demand by Additional Wildlife Warden, Jambu Zoo, produce all such records / documents / returns for inspection as Additional Wildlife Warden, Jambu Zoo deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the Agency.
- (xxvi) The Agency should obtain a License from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the Additional Wildlife Warden, Jambu Zoo.
- (xxvii) The Agency shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Centre /State Govt. of J&K, and such minimum wages shall be the higher between the Centre/ State Govt. of J&K notified minimum wages, from time to time, as applicable during the contract period.**
- (xxviii) The Agency should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month. The payment of wages will be made in the presence of an authorized representative of Additional Wildlife Warden, Jambu Zoo at a place and time notified for the purpose.
- (xxix) The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
- (xxx) The Agency should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- (xxxi) The Additional Wildlife Warden, Jambu Zoo reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
- (xxxii) The Agency must get police verification of all his personnel employed at Additional Wildlife Warden, Jambu Zoo and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Agency has to submit the attested photocopies of his voterID, PAN, residential address, educational qualifications etc.
- (xxxiii) If any of the personnel of the Agency indulges in theft or any illegal/irregular activities, misconduct, the Agency will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel, who indulge in such type of activities, should not be further employed in this office by the Agency in any case.



(xxxiv) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the Additional Wildlife Warden, Jambu Zoo will be considered applicable at the time of any dispute/following any statutory rules.

(xxxv) The Agency shall appoint at least one Supervisor on his behalf to coordinate with Additional Wildlife Warden, Jambu Zoo and supervise the work done by the personnel deployed to the satisfaction of Additional Wildlife Warden, Jambu Zoo. The details of the Supervisor shall be provided separately to Additional Wildlife Warden, Jambu Zoo before commencement of the work and any change shall also be duly intimated.

(xxxvi) The Agency shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.

#### **B. Terms of Payment:**

No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.

i) The Agency shall submit the pre-receipted bill (three copies) for every month by the first day of next month duly certified by the Caretaker. No interim bills will be entertained. All attempts would be made to pay the bills through ECS only within 20 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Caretaker. The payment is subject to TDS applicable as per Income Tax Act, 1961.

ii) In case of any complaint of non-fulfillment of any obligation under the contract, the Regional Wildlife Warden Jammu reserves the right to deduct the payments due from the contractor from monthly bill (s),

iii) Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement. In case this office receives any complaint regarding non-payment of wages to any personnel the amount payable to these personnel will be recovered from contractor's bill and paid to such personnel.

iv) The Agency shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' State Insurance Act, 1952. The Agency shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The Agency shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber No.

v) Additional Wildlife Warden, Jambu Zoo shall pay to the Agency only the minimum wages, as per the contract, on monthly basis and any other payments such as **PF/ESI/Service Tax etc. would be made only after submission of proof of payment by the contractor** to the concerned statutory authorities/accounts.

**Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Additional Wildlife Warden, Jambu Zoo and the Agency and any non-compliance shall be deemed as breach of the Agreement.**



### **ELIGIBILITY CRITERIA / TECHNICAL BID CRITERIA**

1. The firm/agency should be registered with Central/State Govt. in India under the Indian Companies Act of 1956 or any other act as applicable. (Registration under Indian Companies Act be enclosed).
2. The firm/agency should have a minimum annual turnover of Rs. 50 Lakhs each year in the previous three financial years that is 2019-20, 2020-21 & 2021-22.
3. The Firm/Agency should have minimum of two year of experience providing similar services to Govt./PSU as on September, 2022 (attach self-attested copy of proof along with the relevant work completion certificates.)
4. The firm/agency should be registered for payment of Service Tax and latest challan to be submitted.
5. The firm/agency should be registered for payment of Income Tax and the latest challan to be submitted.
6. The firm/agency should have valid registration with EPF and ESI and the latest challan to be submitted.
7. The firm/agency should have proven good track record of providing Manpower in Govt. / PSU. Attested satisfactory report from such agency should be submitted.
8. The firm/agency should never have been blacklisted or debarred by any Govt. organization or public sector undertaking for participating in the tender or providing service to the govt. /PSU, and Affidavit from first class magistrate should be submitted.
9. The firm/agency should have their office located in Jammu and Kashmir (FORM C should be annexed)
10. The bidders must have been valid labour license for carrying out captioned work as per central / UT Govt. statutory requirements. It should have all statutory registration like shops and establishment at license, EPF, ESCI, PAN, GST, etc. Documentary proof of all the registration should also be attached.
11. GST (3-B) latest to be submitted.
12. EMD to be submitted.
13. Treasury challan of date between 28-10-2022 to 18-11-2022 to be submitted.
14. Identity proof of person signing the tender document. Self attested photocopy of the passport, driving license, Voter ID card.
15. Certified copy of the authorization if documents are signed by the authorized signatory.
16. The Additional Wildlife Warden, Jambu Zoo shall have all the rights to reject/accept any tender without assigning any reason.
17. Tender/Bid sought or any clause of the tender bid can be cancelled/modified/alterd during the course of the tender/period of work at the discretion of the Additional Wildlife Warden, Jambu Zoo and tenderer shall have to accept the altered or modified conditions.

## TERMS AND CONDITIONS

### Execution of Works

18. The contractor will provide Manpower who will provide personnels as per the works and job description laid out under the supervision of the Additional Wildlife Warden, of the Jambu Zoo (Shivalik Biological Park).
19. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets verified by end users and by the Jambu Zoo Authorities. The contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this the following procedure will be adopted:-
  - a) Contractor shall pay their entitled wages on the last day of the month.
  - b) Payment to such workers must be made by the service providers through online straight to their bank accounts. To ensure these services provider will get a bank account opened for engaged worker.
  - c) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:-
    - I) Monthly bill cycle will be from 24<sup>th</sup> day of the previous month to 23<sup>rd</sup> day of the current month.
    - II) Monthly bill as per above cycle, will be submitted by the service providers on 26<sup>th</sup> of the current month.
  - d) The service provider must ensure that entitled wages of the workers are credited to their bank account on the last working day of the month. Service provider will not be relaxation in this matter.
  - e) While submitting the bill for the next month, the services provider must file a certificate the following:
    - i) Wages of workers were credited to their bank accounts on (date)
    - ii) ESI contribution relating to workers amounting to Rs.                      deposited on (date) (copy of the challan enclosed)
    - iii) EPF contribution relating to workers amounting to Rs.                      deposited P.M on date (copy of the challan enclosed) and also complying with all statutory Labour Laws including Minimum wage Act.
  - f) The service provider should the bill in accordance with the above time schedule. In case he fails to submit the bill by 26<sup>th</sup> of the month, even then he has to make the payment to the workers on the last working day.
20. The contractor shall be responsible to the Head of the Jambu Zoo viz. Additional Wildlife Warden or any officer nominated by him for the execution of day to day work of the Park.
21. As per requirement the number or composition of personnels may increase/decrease or vary.
22. The personnels will be provided in three shifts of 8hrs. each as per requirement and they shall be deployed daily throughout the year in the Jambu Zoo.



**Uniform and Photo I.D. Card**

23. The Agency at its own cost would provide uniforms which includes **two complete sets of summer uniforms and one complete set of winter uniform to all its manpower every year** immediately from the date of commencement of the contract. Further, timely provision of summer/winter uniform is to be ensured by the Agency and in case the personnels of the Agency deployed for work are found without proper uniform penalty would be imposed.
24. The antecedents of manpower deployed shall be got verified by the service Provider from local police authority and an undertaking in this regard to be submitted to the Jambu Zoo.
25. The service provider will maintain a register on which day today deployment of personnel will be entered. This register may be countersigned by the authorized/nominated official of the Jambu Zoo.
26. The service provider is expected to ensure proper accidental coverage of its personnel. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
27. Adequate supervision will be undertaken to ensure correct performance of the said services. Services in accordance with the prevailing assignment instructions agreed upon between the two parties.
28. Service provider and its personnel shall take proper and reasonable precautions to avoid any loss, destruction, waste or misuse of the areas of responsibility given to them by the Jambu Zoo and shall not knowingly lend to any person or company any of the effects of the Jambu Zoo.
29. The manpower shall not accept any gratitude or reward in any form.
30. That in the event of any loss occasioned to the Jambu Zoo, as a result of any lapse on the part of the service provider which will be established after an enquiry conducted by the Jambu Zoo, the said loss shall be made good by the service provider up to the value of the loss. The decision of the Regional Wildlife Warden of Jammu Zoo will be final and binding on the service provider. Losses will be recovered from the monthly payment(s) made to service provider and the performance security of the contractor.
31. The Jambu Zoo shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the personnel under prior intimation to the Jambu Zoo in writing.



32. The Agency shall issue name badges to all their employees immediately from the date of start of the work, failing which the Jambu Zoo reserves the right to impose a penalty of Rs five hundred per person per day and will be deducted from the bill. The Agency shall maintain discipline among its personnel/employees and shall be responsible for the good conduct and behaviour of its employees
33. The manpower are required to display mature behaviour especially towards female personnel and female visitors. The personnel engaged have to be extremely courteous and polite with very pleasant mannerism in their dealings at all the times.
34. The service provider shall be responsible for keeping a record of the material going out of the buildings\park, which would be allowed only along with gate pass issued by Competent Authority and shall submit such collected passes to the In-Charge manpower every day without fail.
35. Failure by the service provider to comply with any statutory requirement/terms and conditions during the period of contracts shall result in termination of the contract and subsequent disqualification from participation in any future tender in the Jambu Zoo.
36. The Jambu Zoo shall not provide any accommodation and any risk involved in performing the duty by the Personnel will be sole responsibility of the contractor.
37. The agency shall make its own arrangement to provide drinking water and reliever for lunch/dinner to their personnel on duty so that the personnels do not leave their duty/post/place.
38. In case of any accident/quarrel/theft/complaint occurs in the Jambu Zoo then all types of FIR with the police, court cases on this account has to be filed by the service provider immediately under intimation to the officer in charge of security of the Jambu Zoo.
39. The appropriate payments of wages and other benefits to the employees of the agency shall be the sole and exclusive responsibility of the agency and persons so employed by agency shall have no claim what so ever on the Jambu Zoo.
40. The agency should ensure that no manpower leaves his duty post in unauthorized way without a replacement.
41. The agency should see that no unauthorized persons shall be permitted to enter the premises of the zoo or no persons shall enter the premises through the fence or no animals such as dogs etc shall be allowed in the premises of zoo.
42. Any event of accidents injuries/harmful nature such as fire short circuit overflowing of water leakage of water damage caused to any property of the zoo shall be reported

immediately by the manpower to the administration.

43. The Jambu Zoo will not be accept any claim in the event of any of the agency employees sustaining any injury damage or loss of life of the person either inside or outside of the zoo's premises.

**Loss to Jambu Zoo.**

44. In the event of any loss to the Jambu Zoo on account of negligence or any wilful act of contractor's employees, the contractor shall make good the loss sustained by the Jambu Zoo eitherby the replacement or on payment of adequate compensation.
45. The contractor shall be personally responsible for any loss caused to Jambu Zoo on account of theft, vandalism, damages etc. due to various acts of commission or omission by his personnels. The entire amount of loss as the case may be recovered at the discretion of Additional Wildlife Warden Jambu Zoo, from the bill/ performances securityof the contractor.

**Loss to the Contractor**

46. The Jambu Zoo shall not be responsible for any compensation which may be required to be paid to the personnels of the contractor consequent upon any injury/mishap. In such case responsibility of treatment of injured personnels will be with the contractor. The contractor is advised to take adequate insurance cover against the same at his own cost.

**Rights of Jambu Zoo**

47. The Additional Wildlife Warden reserves the right to recover any dues outstanding against the firm/agency (which could not be possible through recovery from the bill/performance security) as arrear of land revenue.

**Responsibilities of the Contractor**

48. The contractor has to pay the wages etc. to the personnels engaged by him asper the Minimum Wages Act before the 7<sup>th</sup> day of every month. The payment of wages to the personnels will be made directly into the account of personnels through account payee cheques /ECS. No payment will be made in cash. Photocopy of cheques / ECS statement as the case may be will be submitted along with the bills for payment.
49. The contractor shall bear EPF, ESI and other liabilities and the Jambu Zoo shall not accept any responsibility for the personnel engaged by the agencies for any matter.Any dispute between the firm/agency and his / her personnel shall be settled at Labour Office. The Jambu Zoo shall have no concern whatsoever in the matter.Any risk involved in performing the duty by the personnels, would be sole concernof the firm/ agency.
50. The contractor will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the contractor. The contractor has to submit proof of ESI & EPF in respect of each personnels by name every month. The payment to the contractor will be



made on submission of such proof. The Jambu Zoo will be free to enquire about money deposited towards ESI & Provident Fund from the respective offices of regulatory agencies if required.

51. The deducted EPF record of each personnels is to be submitted in the Jambu Zoo along with Bill and Attendance. The Jambu Zoo shall not be responsible for timely payment of Wages, ESI, & Provident Fund etc. to the personnels engaged by the contractor. The contractor has to submit proof of ESI & PF in respect of each personnels by name. The Jambu Zoo may depute a suitable official at the time of salary disbursement to ensure fair payment to the personnels.
52. The contractor shall be responsible for the conduct and behavior of its employees/personnels.
53. In case of any incidents / quarrel / complaints / thefts in the Jambu Zoo, all types of FIR with the police, court cases on this account has to be dealt with by the firm/agency immediately under intimation to supervisor of Jambu Zoo.

#### **Health Check up of manpower**

54. It will be responsibility of the contractor to get health checked up of all the personnels for zoonotic diseases at the cost of the contractor.

#### **Performance Security**

55. The successful bidder has to submit a security deposit of **Rs.50,000/- (Rupees Fifty thousand only)** in the form of Fixed Deposit in the Nationalized Bank in the favour of Additional Wildlife Warden, Jambu Zoo as **Performance Security**. The Performance Security would be returned after successful completion of the contract. In case of any breach of conditions or violation of terms and conditions or unsatisfactory performance, the security deposit would be forfeited to the Government. The decision of the Additional Wildlife Warden Jambu Zoo would be final and binding on the matter.

#### **Execution of Agreement**

56. The successful bidder shall have to execute an agreement in the form of Non-Judicial Stamp Paper of Rs.100/- as per proforma to be furnished by Additional Wildlife Warden Jambu Zoo immediately after acceptance of tender. The cost of stamp paper shall be borne by the contractor only. After signing the agreement the work order will be issued.

#### **TDS & GST**

57. The Jambu Zoo will recover TDS and GST of the monthly payment to the contractor as per rules.

#### **Period of Contract**

58. The period of contract will be initially for one year from the date of work allotment. The



deployment of the staff will be as per requirement.

**Penalty for Underperformance**

59. If it is found that due to any reason (whatsoever it may be) on any day, deficiency in numbers of required personnel or deficiency in any of the operation/function/duties on the part of the personnels is not discharged properly and to the satisfaction of the officer in charge of the security, the Jambu Zoo may get the work done by any other agency/means at the cost of contractor and the entire amount spent on this account shall be recovered from the service provider. Penalties will be imposed at the following rates for the following under performances:-
1. Rs.1000.00 (One thousand) for deficiency in duty by the manpower on each and every occasion.
  2. All employees of the Agency shall be issued Photo Identity Cards bearing their photographs, by the Agency immediately from the date of start of the work, failing which the Jambu Zoo reserves the right to impose a penalty of Rs. 1000.00 (one thousand) per person per day and will be deducted from the bill. Any subsequent new deployment will also be issued a new Identity Card immediately of deployment.
  3. The Agency shall issue name badges to all their employees immediately from the date of start of the work, failing which the Jambu Zoo reserves the right to impose a penalty of Rs. 1000.00 (one thousand) per person per day and will be deducted from the bill.
  4. The agency shall make its own arrangement to provide drinking water and reliever for lunch/dinner to their personnel on duty so that the personnels do not leave their duty/post/place. In case of default a fine of Rs. 1000.00(one thousand) per day will be imposed.
  5. Rs.5000/- (Five thousand) each for failure to provide manpower in required number in addition to payment made by Jambu Zoo to meet the shortage of deployment of personnels from other sources.
  6. Rs. 5000/- (Five thousand) per day for Delay in payment of wages to the staff beyond 7<sup>th</sup> of each month.
  7. The decision of the Conservator of Forests (Regional Wildlife Warden) Jammu on the subject shall be final and binding on the service provider and it shall not be open to the arbitration.

#### **Termination of Contract**

60. The Additional Wildlife Warden, Jambu Zoo can terminate the contract at any time after serving two weeks' notice to the contractor on account of violation of any term and condition or if during the period of the contract the performance is not found satisfactory. The decision of the Regional Wildlife Warden, Jambu Zoo shall be final and binding on the service provider in this regard.
61. Failure by the service provider to comply with any statutory requirements during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the Jambu Zoo.
62. The contractor will not be allowed to leave the contract before one year failing which the performance security will be forfeited.

#### **Settlement of Disputes**

63. In the matter of dispute arising between the Jambu Zoo and the Contractor regarding terms and conditions and execution thereof the matter shall be referred to an Arbitrator as per the provisions under the Arbitration and Conciliation Act, 1996 who shall be appointed by mutual consent of Department of Wildlife Protection and Contractor.

#### **Submission of Bills**

64. Bill shall be submitted each month (in Triplicate) to the office of the Additional Wildlife Warden, Jambu Zoo which will be verified by the section supervisor of the works who will in turn forward the same along with the certificate of the satisfactory performance of the works in support of having copy of performed the job. The bill should be supported by the accepted EPF Challan and ESI payment certificate of previous month exclusively for the Jambu Zoo showing details of payment of EPF and ESI without which no payment will be released
65. The contractor has to submit the bill to the office by 5<sup>th</sup> of every month along with personnels wise proof of ESI, EPF contribution and photocopy of account payee cheques / ECS statement as the case may be as proof of payment of wages to the personnels in their accounts.

#### **Payment of Bills**

66. The payment will be made upto 25<sup>th</sup> of every month for the period pertaining to previous month. In other words, the payment for October shall be made upto 25<sup>th</sup> of November. However, it is possible that sometime for want of funds, if the bill is not passed in time no interest / compensation shall be allowed.
67. The contractor shall maintain a proper attendance record of its employees engaged for the purpose. The same shall be produced at the time of release of salary. No wages will be paid for short attendance.



### **SUBMISSION OF THE BID**

68. The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.
69. The tender form can also be downloaded from the website <https://jktenders.gov.in> containing all terms and conditions.
70. The cost of application form should be submitted by a Treasury Challan of Rs. 1000.00 (one thousand) payable to the Additional Wildlife Warden, Jambu Zoo without which the tender would be rejected summarily.
71. Before submitting the tender the bidders are advised to read the tender document and carefully apprise themselves thoroughly of the scope of works, jobs, terms and conditions and other requirements.
72. This tender is based upon two bid system: The Technical Bid and the Financial Bid.
73. All the entries in the Technical Bid form (Annexure I) and Financial Bid (Annexure II) should be made clearly, online.
74. Financial bid of only those bidders will be considered who are found technically qualified by the committee.
75. All the supporting enclosures to be provided as part of technical bid should be self-attested by the bidder.
76. The Additional Wildlife Warden, Jambu Zoo reserves the right to reject any bid without assigning any reason.
77. Conditional bid will not be accepted.

### **EMD**

78. The tender should be accompanied by an Earnest Money Deposit of Rs. 90,000/- (Rupees Ninty thousand only) in the form of CDR/FDR payable to the Additional Wildlife Warden, Jambu Zoo, Jammu with validity up to 6 months .
79. The tender received without EMD will be rejected summarily.
80. The EMD is returnable to the bidders after award of the contract.
81. In the event of failure to accept the offer letter and failure to submit prescribed security money and enter into agreement within the stipulated period the EMD shall be forfeited to the Government without further correspondence.

### Quotation of Rates

82. The contractor will be paid daily wages to be paid to the personnels as per the minimum daily wage rate of the J&K(UT) Government on monthly basis. This daily wage payment will be revised as and when the daily wages rates of the J&K(UT) Government are revised.
83. This rate quoted should be in **over and above the approved minimum wages rate of the J&K(UT) Government**. The rate quoted should include leave salary, weekly off, annual bonus, providing security infrastructure as per the terms and conditions and any other administrative expenses. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnels engaged by the Agency for the work.

### Price Bid

84. In respect of Price Bid, the existing minimum wages and statutory contribution like EPF, EDLI, Admin Charges and ESIC shall be fixed. The price bid should be exclusively service charges.
85. The prices quoted shall be in Indian Rupees.
86. All rates shall be quoted on monthly basis.
87. The price quoted by the bidder shall remain fixed for the contract period, NO price escalation will be allowed except for the increased in the minimum wages as modified by the Govt. and other Govt. applicable taxes (GST).
88. The bidder shall bear all costs as may be required towards payments such as insurance, bonus, leaves, uniforms, shoes, national holidays, gratuity, training, required tools, mobiles charges etc. it will be the sole responsibility of the bidder to bid, after considering all the expenses, cost, its profit margin and statutory rules towards personnels or any third party including govt. authorities.
89. The payment to the personnels and subsequently the amount payable to the contractor will also be revised as and when the J&K UT Govt labour wages rates are revised however, the percentage rate quoted by the contractor over and above the J&K UT govt. labour wage will remain the same.



### **Evaluation of Technical Bid and Financial/Price Bid**

90. The Committee shall evaluate the Technical Bid based on the documents submitted as indicated in this bid document (Eligibility criteria) and shortlist the bidding agencies on that basis only.

1. Financial bids of only those bidders who qualify the pre-qualification shall be opened.
2. Bidder who has quoted the lowest price will be L1.
3. The Committee reserves the right to reject the bid under any of the following circumstances.
  - 3.1 The bid is incomplete and/or not accompanied with all required documents as mentioned in this bid document.
  - 3.2 Bid is not in conformity with the terms and conditions stipulated in this document.
  - 3.3 Bid is conditional.
  - 3.4 Bid having conflict of interest.

**In The Eventuality Of All Or Two Or More Vendors Quoting The Same Rates, The Contract Will Be Awarded To The Top Scorer In Evaluation Matrix Annexure (Annexure VII) on the basis of "The Applicant/Agency Information" Provided In Annexure I And Technical Bid/Eligibility Criteria.**

### **Check List**

91. There is a check list provided as **(Annexure IV)**. Before submitting the tender the bidder should verify all the entries in the check list and tick the appropriate boxes marked in the check list before the respective entries.

92. Tender application without complete documents / information shall not be considered and will be rejected summarily. If at any time during the period of contract, it comes to the notice of the Additional Wildlife Warden, Jambu Zoo that the contractor has misled the Additional Wildlife Warden, Jambu Zoo by way of giving incorrect /false information, which has been material in the award of contract, the contract shall be liable for termination besides other legal action which may be initiated against the contractor under the relevant laws. All documents submitted at the time of e-tender shall be submitted in the hard copies to the office of Additional Wildlife Warden, Jambu Zoo before opening of technical bid.


### **Procedure for selection of Contractor**

- a. The selection of the contractor will depend upon the evaluation of technical bid. The Jambu Zoo is not bound to select the lowest bidder. The committee of Jambu Zoo

constituted to finalize the contract may visit the site where the services are already been provided by the contractor.

**Award of contract and time limit to accept the offer**

- b. The successful bidder will be made an offer to provide the personnels at the Jambu Zoo.  
The time limit to accept the offer will be 10 days.
- c. In the event of contractor failing to provide the acceptance letter along with the performance security within 5 days of the receipt of the offer then it will be presumed that he is not interested in the contract and the EMD deposited by him will be forfeited without any further notice.

  
Additional Wildlife Warden,  
Jambu Zoo, Jammu



**APPLICANT/AGENCY INFORMATION FORM**

**CONTRACT TO PROVIDE Manpower**

**AT**

**JAMBU ZOO, JAMMU**

**(TO BE FILLED IN BY THE APPLICANT)**

i. Name of the Firm/Agency : .....

ii. Name of the  
representative authorized  
by the company/  
agency to sign the tender : .....

iii. Applicant's Legal Status, Please specify:  
(Private /Public Limited Company/ Partnership firm/Sole Proprietor Firm/ any others) :  
.....

iv. Registration Details of the Firm/Agency :

4.1 Number : .....

4.2 Where registered : .....

v. Address of the Firm/Agency

(FORM C)

.....  
:  
:  
..... 6.  
Telephone No. : .....

6.1 (Office) : .....

6.2 (Residence) : .....

6.3 ISD/STD code : .....

6.4 Website if any : .....

6.5 Mobile : .....

6.6 E-mail : .....

7. Service tax Registration No : .....
8. PAN No. (attach photocopy) : .....
9. Designation & address of:  
the Income tax Authority  
by whom the entity is .....  
assessed.
10. EPF Regn. No. in EPF : .....  
Commissioner Office
11. ESI Regn. No. : .....
12. Earnest Money(EMD) : Amount.....  
: FDR/CDR No.....  
: dated.....  
: Name of the Bank .....
13. Details of Application fee of Rs 1000/-in case tender form is downloaded from the website  
: Amount.....  
: Treasury Challan No.....  
: dated.....  
: Name of the Treasury .....
14. Date of establishment of the applicant's .....  
Business in similar business (attach proof)
15. Bankers Details:.....  
(i) Name :.....  
(ii) Branch :.....  
(iii) A/c No.....



16. Annual turnover from similar business operation in the last three years:

Financial Year	Turnover (in Crores) from similar business operations(as per audited financial statement)
2019-20	
2020-21	
2021-22	

17. Experience details of Government Offices / Public Sector Undertaking, where services have been/are being provided **(WITH DOCUMENTARY EVIDENCES)**

S.No.	Name of Organization	From	To	Period
1				
2				
3				
4				

18. Details of the training centre with address and contact numbers (own/liasion).
19. Work Experience with documentary address.
20. Enclosures (to be provided as self attested documents) :
- Treasury Challan of Rs. 1000/-.
  - CDR/FDRt of Rs. 90,000/- as EMD
  - Identity proof of person signing the tender document - Self attested photocopy of Pass Port/ Driving Licence/ Voter Identity card etc.
  - Address proof of person signing the tender document- Self attested Photocopy of Pass Port / Electric Bill / Telephone Bill / Ration Card etc.
  - Self attested copy of registration of the company / agency.
  - Self attested copy of proof of annual turnover for the last three years i.e. 2019-20, 2020-21 & 2021-22.
  - Self attested copy of proof of experience of the company / agency
  - Self attested copy of PAN Card for payment of income tax
  - Self attested copy of Service tax registration
  - Self attested copy of EPF registration and Latest Challan.

- xi) Self attested copy of ESI registration and Latest Challan
  - xii) Certified copy of authorization if documents are signed by the authorized signatory.
  - xiii) Income tax return of the last three years.
  - xiv) Certificate of good conduct of any Govt. agency where the services are being currently provided.
  - xv) Valid Labor Contract License for the current year.
  - xvi) Form C
  - xvii) GST 3-B latest
  - xviii) ISO-9001:2015 and other ISO certificates.
  - xix) Present Deployment Strength of Manpower in the Company roll as on September, 2022 with Certified Documentary Proof on affidavit.
21. In case of branch office the authorization letter from the Head Office in Jammu and Kashmir UT.
22. Experience in the field of similar business operation.
- (i) Photographic & documentary proof to substantiate the experience of five years
  - (ii) Proof to show current engagement in similar business operations
23. Self attested copy of license of operating in Jammu and Kashmir as per rules and regulations.
24. Certificates of quality rating from the client Annexure – VIII.



**EVALUATION MATRIX (In case of a tie)**

<b>S.No.</b>	<b>Evaluation Matrix</b>	<b>Max Marks</b>	<b>Marks Obtained</b>
<b>1</b>	<b>Annual Avg. Turnover gross receipt towards payment of guards (Average of last 3 financial years)</b>	<b>30</b>	
	Above 50 lacs to 1 Crore	5	
	Above 1 Crore to 1.5 Crores	10	
	Above 1.5 Crores to 2 Crores	15	
	Above 2 Crores to 2.5 Crores	20	
	Above 2.5 Crores to 3 Crores	25	
	Above 3 Crores	30	
<b>2</b>	<b>Years of experience in the required field</b>	<b>10</b>	
	Above 2 to 3 years	3	
	Above 3 to 5 years	5	
	5 years to 10 years	7	
	Above 10 years	10	
<b>3</b>	<b>Presently Deployment Strength of Security Guards in the Company roll as on 31/03/2021 with documentary evidences</b>	<b>30</b>	
	Above 50 -100 Manpower	5	
	Above 100-300 Manpower	10	
	Above 300-500 Manpower	15	
	Above 500-1000 Manpower	20	
	Above 1000 Manpower	30	
<b>4</b>	<b>Constitution</b>	<b>10</b>	
	Sole Proprietorship	4	
	Partnership/Proprietorship	6	
	Private Sector Limited	8	
	Public Sector Limited	10	
<b>5</b>	<b>ISO Certificate</b>	<b>20</b>	
	1 No.	4	
	2 No.	8	
	3 No.	12	
	4 No.	16	
	5 No.	20	

### Certificate of Quality Rating by the Client

It is to certify that M/S \_\_\_\_\_ (office  
address) \_\_\_\_\_ has been  
providing/provided security guards to our organization at the location  
(address) \_\_\_\_\_ w.e.f \_\_\_\_\_ to \_\_\_\_\_.

The numbers of security guards provided are \_\_\_\_\_

We rate the services provided as

- a) Excellent
- b) Good
- c) Satisfactory
- d) Poor

(Authorized signatory)



**Approximate number of Manpower required**

Sr. no.	Description	Required No. of personnel
1	Provision for unskilled labour	29

NOTE: The above manpower is required in shift duty.

**Details of other organizations where similar contracts undertaken during last three years**  
**(enclose supporting documents)**

Sr. no.	Name & Address of The organization, contact no	No. of personnel supplied	Period Of Contract	Whether Govt / semi Govt /Autonomous bodies/PSUs/Industries etc. <u>(pls specify)</u>	Amount Of contract	Reason for termination (if currently not valid)
1.						
2.						
3						

(To be made on Rs 500.00 Non Judicial Stamp Paper)

**DRAFT AGREEMENT**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Twenty two between Additional Wildlife Warden, Jambu Zoo, as one part, hereinafter called Additional Wildlife Warden, Jambu Zoo and M/s \_\_\_\_\_ Agency for **providing Manpower** on the other part.

Whereas Additional Wildlife Warden, Jambu Zoo is desirous to engage the Agency for providing **Manpower** for Additional Wildlife Warden, Jambu Zoo on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in Additional Wildlife Warden Jambu Zoo Division Jammu. The Additional Wildlife Warden Jambu Zoo Division Jammu shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Additional Wildlife Warden Jambu Zoo Division Jammu. The Additional Wildlife Warden Jambu Zoo Division Jammu shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one months' notice on either side.
5. In case of non-compliance with the contract, the Additional Wildlife Warden Jambu Zoo Division Jammu reserves its right to:
  - a) Cancel/revoke the contract, and /or
  - b) Impose penalty up to 10% of the total annual value of contract.
6. The Agency shall submit a **Performance Security deposit equal to 10%** of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of CDR / FDR/or bank guarantee from a Nationalized / Scheduled bank only, at the time of signing of the Agreement. In case of FDR, it should be valid for minimum period of 24 months.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in Additional Wildlife Warden, Jambu Zoo.
8. The personnel provided by the Agency will not claim to become the employees of dept. and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Additional Wildlife Warden, Jambu Zoo.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of Additional Wildlife Warden, Jambu Zoo in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and Additional Wildlife Warden, Jambu Zoo, Additional Wildlife Warden, Jambu Zoo shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Jammu.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Jammu in the presence of the witness:

Additional Wildlife Warden, Jambu Zoo

Witness: 1.

2.

Page 30

**AGENCY**

Witness: 1.



**TECHNICAL BIDCHECK-LIST**  
**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sr.no	Description of requirement	Yes/No	Page No.
1	The firm is registered with the jurisdictional <b>Labour Commissioner under provisions of contract labour Act and its validity date</b>	Yes/No	
2	Copies of <b>Balance Sheet and P&amp;L A/c</b> for the last 3 years duly certified by CA	Yes/No	
3	Companies Registration certificate	Yes/No	
4	Registration certificate of jurisdictional <b>Provident Fund Commissioner</b> along with PF registration code uploaded.	Yes/No	
5	Copy of Registration certificate/allotment letter of GST	Yes/No	
6	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
7	Registration certificate of <b>ESI</b>	Yes/No	
8	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
9	R of Rs 90,000/- as EMD	Yes/No	
10	Treasury Receipt of Rs 1000/- as cost of tender		
11	Financial/Price bid	Yes/No	
12	List of Arbitration cases (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/NA	
13	<b>Acceptance of terms and conditions</b> attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
14	<b>Copy of last Income Tax return</b>	Yes/No	
15	<b>Undertaking by the bidder</b> to the effect that there is no police case pending against the bidder/proprietor/firm/parties relating to previous service Contracts and that the bidder has not been black listed / Holiday listed by any Gov./Semi Govt./PSUs.	Yes/No	
16	Office address	Yes/No	
17	At least two currently valid contracts for similar work	Yes/No	

**Declaration by the Tenderer/Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. CDR / FDR No.....  
2. Terms & conditions (each page must be signed and sealed)  
3. Financial Bid.

(Signature of Tenderer/Bidder with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

**NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected**

**Application letter (specimen)**

To,  
The Additional Wildlife Warden  
Jambu Zoo, Manda Hills,  
Jammu.

**Sub: Tender for providing Manpower services on outsourced basis to Jambu Zoo.**

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by the Jurisdictional PF Commissioner with photo copy of Certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Wildlife Warden Jambu Zoo, I/We, the undersigned hereby offer for providing qualified staff preferably local (Resident) youth and or have worked for the department on need based / daily basis or having experience of working in Forest/Wildlife or any other Govt. department as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said document.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Centre Government. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep Wildlife Warden Jambu Zoo indemnified of any claim/damages that Wildlife Warden Jambu Zoo have to pay with respect to the service and the deputation of any workers to Wildlife Warden Jambu Zoo.



I/We fully understand that Wildlife Warden Jambu Zoo reserves the right to reject any or all the tenders or to reject the lowest tender without assigning any reasons and that Wildlife Warden Jambu Zoo further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to **Rs 90,000/- (Rs Ninety Thousand only)** in the form of CDR/FDR from a Nationalized / Scheduled Bank only drawn in favour of Wildlife Warden Jambu Zoo, along with the Technical Bid which will remain with Wildlife Warden Jambu Zoo up to final award of contract.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director that holds  
Power of Attorney on behalf of firm

Name of the Firm with Address

**(Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)**

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