



Department of Wildlife Protection J&K Government
Office of the Wildlife Warden Jambu Zoo
Jammu

Manda Hills, Near Hotel Ashok Jammu.

Email: wlwjambuzoo@gmail.com



E-TENDERING

Tender Notice : e-NIT No.- 11/WLW/JZ of 2021-22 dated: 19-05-2021

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

Name of work	Adv. Cost (₹.)	Earnest Money (in Rs.)	Class of Contractor	Cost of Tender Document (in Rs.)	Receiving /Opening Authority
To provide Security Personnel at Jambu Zoo (Shivalik Biological Park)	100.00	30,000	Firm/Agency registered with UT/Central Govt for providing Security	1000	Tender opening committee

The e-NIT consisting of qualifying information, eligibility criteria, specifications, bill of quantities, (B.O.Q), set of Terms & Conditions of contract and other details can be seen/downloaded from the departmental Website:- <http://jktenders.gov.in>

Position of funds: JKIDFC. LUP 2545

Position of AA: Accorded vide Order No. 39 of 2021 dated 12-05-2021 of the Office of Chief Wildlife Warden, J&K Govt.

Position of TS: Accorded vide Order No. 40 of 2021 dated 15-05-2021 of the Office of Regional Wildlife Warden, J&K Govt

Publishing Date	19-05-2021
Download Start Date	19-05-2021 from 6:30 PM
Bid Submission Start Date	19-05-2021 from 6:30 PM
Bid submission End Date	09-06-2021 up to 04:30 PM
Date of opening of Technical Bid	10-06-2021 at 11:00 AM (In the Office of Regional Wildlife Warden, Jammu, Manda Hills, Jammu)
Date of opening of Financial (online)	10-06-2021 at 03:00 PM (In the Office of Regional Wildlife Warden, Jammu, Manda Hills, Jammu)

Bid documents can be seen at and download from the website: - <https://jktenders.gov.in>. Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.

Terms & Conditions:

1. Bids uploaded must accompany Govt. Treasury Receipt (cost of tender document) in shape of Treasury Challan for the amount shown against the work above to be deposited in Govt. Treasury under Account Head 0406-Forest and earnest money in shape of CDR/FDR pledged to Additional Wildlife Warden Jambu Zoo. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
2. Performance Security Rs. 50,000/- in the shape of CDR/FDR/Bank Guarantee shall remain in force for a period till the satisfactory completion of the contract. It is as per Circular of Finance Department vide no. A/Misc (2018)-III-895/J dated 22-12-2020. **The L1 has to submit the Performance Security within seven days of the opening of the financial bid.**
3. The Bid Security/Earnest Money Deposit (EMD) has to be uploaded at the time of bidding.
4. The price bids uploaded on the website in time will be opened after the evaluation of the Technical Bids by the Tender Opening Committee of the Department. The dates of opening of price bids as per NIT. The price bids will also be opened in the office of Conservator of Forest/Wildlife (Regional Wildlife Warden, Jammu), Manda Hills, Jammu.
5. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids. If any bidder/ tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, then the earnest money shall stand forfeited.
6. The interested bidder can download the NIT / Bidding documents from the website:- <https://jktenders.gov.in>.
7. To participate in bidding process, bidders have to get (DSC) Digital signature Certificate as per the information technology Act 2000 to participate online bidding. The certificate will be required for digitally signing the Bid Bidders can get above mentioned digital certificate from any approved vender. The Bidders who already possess valid (DSC) Digital signature Certificate need not to procure new Digital signature Certificate.
8. The bidders have to submit their bids online in electronic format with Digital signature. The bids cannot be uploaded without Digital signature, no bid will be accepted in any physical form.
9. Before submission of online bids, Bidders must ensure that scan copies of all their necessary documents have been attached with bid.
10. The Department will not be responsible for delay in online submission of bids whatsoever reason may be.
11. All the required information for bid must be filled and submitted online.
12. Bidder should be ready with the Original Copies of documents, EMD as uploaded online as specified in the tender documents. The original copies of documents, EMD and relevant documents be submitted to the tender inviting authority within seven days after opening of financial bid, otherwise the tender

will be cancelled and the bidder will not be allowed to participate in any further/future tendering process in the Division for a period of One year.

13. The Original Documents, submitted by L-1 should be same as uploaded on-line (scanned copies) otherwise the allotment will not be issued, the tenders will be cancelled and the bidders will not be allowed to participate in any further/future tendering process in the Division for a period of One year.
14. In case original CDR/FDR, Performance Security and Treasury Challan is not received by this office within 7 days from the date after opening of financial bid, the fresh tender shall be invited without any further correspondence with the L-1 Bidder and the work shall be got executed on his risk and cost and original CDR shall be fortified in conveyance with the concerned bank authorities and the same amount shall be credited to Revenue Head of the Department.
15. The detail of cost of documents, EMD specified in the tender documents should be the same as submitted online (Scanned copies) otherwise bid will not be accepted.
16. The Department will not be responsible for any delay in online submission of the bid due to any reason (Technical or otherwise).
17. The Department shall not be held responsible for selection criteria/policy matter being adopted by the Directorate of Information regarding publishing the e-NIT, in any of the newspaper under circulation.
18. The accepting department however reserves the right to reject any or all the tenders without assigning any reasons thereof, at any stage.
19. Bidders shall also provide their 16 digit J&K Bank Account No. and Contact No. (Mobile/Landline) and e-mail.
20. The tenderers are advised to furnish earnest money in the shape of the CDR /FDR duly pledged in favour of the Additional Wildlife Warden, Jambu Zoo.
21. The Lowest Bidder/ Contractor should ensure that the allotted work be started with in three days after getting the work order / Letter of Intent/acceptance, if failed to do so, the work order/ Letter of Intent will be cancelled. The letter of Intent/Acceptance or work order allotment will be send through *E-Mail* to the Contractor by the Authority or can be collected from the Office of Additional Wildlife Warden, Jambu Zoo.
22. Funds availability is under Languishing Project.


Amit Sharma (ACF)

**Additional Wildlife Warden
Jambu Zoo**

Dt: 19.05.2021

NO.: WLW/JZ/ 336-39
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 reputed newspapers consecutively for two or three days.

3. Computer Operator, O/o the Chief Wildlife Warden, J&K Govt., to upload the tender on the Official Website.
4. Notice Board.


14th May 2021
Additional Wildlife Warden
Jambu Zoo.

e-TENDER DESCRIPTION

Sub: To Provide Security Personnel at the Jambu Zoo (Shivalik Biological Park)

CONTRACT TO PROVIDE SECURITY PERSONNEL **AT JAMBU ZOO**

1. SCHEDULE FOR FINALISATION OF BIDS / ALLOTMENT

- | | |
|--|---------------------------|
| 1. E-Tender of Tender Document (Start Day) | 19-05-2021 |
| 2. E-Tender of Tender Document (Last Day) | 9-06-2021 up to 4:30 p.m. |
| 3. Receipt of bids (Last Day) | 9-06-2021 up to 4:30 p.m. |
| 4. Opening of Technical Bid | 10-06-2021 at 11:00 p.m. |
| 5. Declaration of result of technical
Evaluation and opening of financial bid | 11-06-2021 at 4.30 p.m. |
| 6. Finalization of allotment/
Issue of allotment letter | 15-06-2021 |
| 7. Completion of formalities | 15-06-2021 |
| 8. Validity of tender | 90 days from 19.05.2021 |

2. DESCRIPTION AND SCOPE OF WORK

2.1 The security service provider shall have to provide the security services at Jambu Zoo, Jammu. The security agency will provide Security Personnel as per requirement. The present requirement of security personnel is as under-

On all Days : Male Guards (Un-skilled)-7 Nos. Supervisors (Skilled)-01Nos.

2.2 However the numbers of security Personnel may vary as per the requirement & the service provider will be bound to provide as many Personnel as required.

2.3 The security service provider shall ensure the protection of the personnel and property of the park, prevent trespass in the park area, perform watch and ward functions which include patrolling of the campus, to prevent entry of stray dogs, anti social elements, unauthorized persons with weapon or dangerous tools and vehicles into park. It would be the responsibility of the security service provider to provide one no. of Trolley mounted Inverted Mirrors with flexible light for checking of vehicles at entry points of the Jambu Zoo. The service provider shall maintain liaison with the Local Authorities such as Police, Fire Brigade, etc. for efficient discharge of his responsibilities.

3. ELIGIBILITY CRITERIA

- 3.1. The firm/agency should be registered with Central/State Govt.
- 3.2. The firm/agency should have a minimum annual turnover of Rs. 1.00 crore each year in the previous three financial years that is 2018-19, 2019-20 and 2020-21.
- 3.3. The firm/agency should have a minimum five years of experience providing similar service to Govt./ PSU
- 3.4 The firm/agency should be registered for payment of Service Tax.
- 3.5. The firm/agency should be registered for payment of Income Tax.
- 3.6. The firm/agency should have valid registration with EPF and ESI.
- 3.7. The firm/agency should have proven good track record of providing security service in Govt. / PSU.
- 3.8 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
- 3.9 The firm/agency should have their office located in Jammu.
- 3.10 The security service providers should have licence of operating in Jammu as per Private Security Agencies (Regulation) Act, 2005.
- 3.11 The security service providers shall have its own Establishment/ setup/mechanism/training to impart training to the Personnel/ Supervisors at its own cost to ensure correct and satisfactory performance with respect to his liabilities and responsibilities under the contract.

3.12 All powers in awarding contract in relaxation of any eligibility criteria lies with the Regional Wildlife Warden, Jammu.

3.13 The Additional Wildlife Warden, Jambu Zoo shall have all the rights to reject/accept any tender without assigning any reason.

3.14 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.

4.

TERMS AND CONDITIONS

Execution of Works

3.15 The contractor will provide Security Personnel who will provide security service as per the works and job description laid out under the supervision of the Additional Wildlife Warden, of the Jambu Zoo (Shivalik Biological Park).

3.16 The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendence 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 24th day of the previous month to 23rd day of the current month.
- II) Monthly bill as per above cycle, will be submitted by the service providers on 26th 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 26th of the month, even then he has to make the payment to the workers on the last working day.

4.1. 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.

4.2. As per requirement the number or composition of security personnel may increase/decrease or vary.

- 4.3. The security personnel will be provided in three shifts of 8hrs. each as per requirement and they shall be deployed daily throughout the year from **19-6-2021 to 18-06-2022** in the Jambu Zoo.

Qualifications, Duties and Responsibilities of Security Supervisor (Skilled)

- 4.4. The security supervisor under skilled category should be an ex-army/ex- paramilitary/ex-police personnel with personal arms licence. He should have matriculation (10thStandard) qualification with minimum 5 years experience in reputed organization of security service. His height should not be less than 178 Cm. and Weight 65 kg in the age group of 23 to 55 years. He should be physically fit, presentable, soft but firm in handling personnel, visitors and situations. He should have good communication skills in Hindi and English.
- 4.6 The security supervisors will be responsible for the overall security arrangement of the park covered in the contract during their shift and will ensure that all the instructions of the Jambu Zoo administration are strictly followed and there is no lapse of any kind.
- 4.7 As part of the duty it will be incumbent upon the security supervisor to take round of all the important and sensitive points and take additional precautions as advised by the park authorities. The supervisor should report any unusual incidents or circumstances noticed by him to the authorities of the Jambu Zoo.
- 4.8 Security Supervisors will supervise and monitor day-to-day on 24x7 basis functioning of the Security Personnel.

Qualifications, Duties and Responsibilities of Security Guard (un-skilled).

- 4.9 The Security Guard under Un-skilled category should have Middle(8th standard) school pass with minimum 3 years of experience in reputed organization of security service his height and weight should not less than 178 Cm. and 65 kg respectively in the age group of 21 to 45 years. He should be presentable, soft but firm in handling personnel, visitors and situations. He should have good communication skills in Hindi and English.
- 4.10 The Security Guard shall perform the assigned duties including patrolling of the park. The Guard should ensure that no part of the Jambu Zoo land is trespassed/encroached or squatted upon or suffer from any unauthorized occupation or use. The Guard on patrol duty should take care of all the electric points, water taps, valves, water hydrants, fittings and fixtures, plant and machineries, movable and immovable properties, installed in the open all over the premises and ensure that the same is safeguard under all circumstances.
- 4.11 The Security Guard shall permit the entry of official visitors after confirming from the designated officers of the Jambu Zoo that the entry is for the official purpose.
- 4.12 The Security Guard shall maintain in and out register of official visitors and vehicles with vehicle number, in and out timings, etc. and providing requisite details whenever required at the entry gates.
- 4.13 Screening/frisking of visitors at main visitors entrance using metal detector and other

checking devices.

- 4.14 Prevent unauthorised exit of any material without proper gate passes issued by the authorised officers. The specimen signature and telephone number of the authorised officers will be available with the security personnel.
- 4.15 The security guard /security supervisor on duty shall not leave the premises/duty spot in any condition until his reliever reports for duty.
- 4.16 In emergency situations, security guard /supervisor shall also participate in the disaster management in case it happens. Guards/Supervisors should be sensitized for their role in such situations.
- 4.17 The security service provider must be responsible for any type of theft and loss of property in zoo in any condition.
- 4.18 The contractor shall employ security personnel for the purpose of providing services in the Jambu Zoo and they should be in good health condition.
- 4.19 The security personnel employed by the contractor shall be of good character and sound health.
- 4.20 Roster of duty of security personnel for the work must be submitted to the Supervisor well in advance.

Uniform and Photo I.D. Card

- 4.21 The Agency at its own cost would provide uniforms which includes **two complete sets of summer uniforms (Pant, Shirt, Belt, Cap, Shoes & Socks.) and one complete set of winter uniform (Coat, Pant) to all its security personnel 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 security personnel of the Agency deployed for work are found without proper uniform penalty would be imposed.
- 4.22 The security agency will provide torches, lathis, whistles, rain coats, woolen clothes and other consumables etc. to the security personnel at their cost. Security Personnel found without this will not be allowed on duty and suitable penalty will be imposed on security agency.
- 4.23 The antecedents of security personnel 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.
- 4.24 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

- 4.25 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
- 4.26 Adequate supervision will be undertaken to ensure correct performance of the said security. Services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 4.27 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.
- 4.28 The security personnel shall not accept any gratitude or reward in any form.
- 4.29 The security service provider shall have his own Establishment/ setup/ mechanism/ Training institute to provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 4.30 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 performances security of the contractor.
- 4.31 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.

- 4.32 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
- 4.33 The Security Supervisor/Guards 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.
- 4.34 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 security every day without fail.
- 4.35 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.
- 4.36 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.
- 4.37 The security agency shall make its own arrangement to provide drinking water and reliever for lunch/dinner to their personnel on duty so that the security personnel do not leave their duty/post/place.
- 4.38 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.
- 4.39 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.
- 4.40 The security agency should ensure that no security personal leaves his duty post in unauthorized way without a replacement.

- 4.41 The security agency should see that no unauthorised 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.
- 4.42 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 security personal to the administration.
- 4.43 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.

- 4.44 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.
- 4.45 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 security personnel. 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

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

Rights of Jambu Zoo

- 4.48. 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

- 4.49. The contractor has to pay the wages etc. to the security personnel engaged by him as per the Minimum Wages Act before the 7th day of every month. The payment of wages to

the security personnel will be made directly into the account of security personnel 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.

- 4.50 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 security personnel, would be sole concern of the firm/ agency.
- 4.51. 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 security personnel 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.
- 4.52. The deducted EPF record of each security personnel 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 security personnel engaged by the contractor. The contractor has to submit proof of ESI & PF in respect of each security personnel by name. The Jambu Zoo may depute a suitable official at the time of salary disbursement to ensure fair payment to the security personnel.
- 4.53. The contractor shall be responsible for the conduct and behaviour of its employees/security personnel.
- 4.54. 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 Security Personnel.

- 4.55. It will be responsibility of the contractor to get health checked up of all the security personnel for zoonotic diseases at the cost of the contractor.

Performance Security

- 4.56. 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

- 4.57. 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

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

Period of Contract

- 4.59. The period of contract will be initially for one year w.e.f. **19-06-2021 to 18-06-2022.**

Renewal of Contract

- 4.60. The period of the contract will be initially from 19-.06.2021 to 19.12.2021.
4.61. The contract can be extended beyond 31.10.2021 subject to satisfactory performance as per the discretion of Additional Wildlife Warden, Jambu Zoo.
4.62. However the Additional Wildlife Warden, Jambu Zoo reserves the right to curtail/extend the period as per the prevailing circumstances.

Penalty for Underperformance

- 4.63. 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 security personnel 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 security personnel 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 gates of the zoo have to be closed always except to allow authorized person failing which a penalty of Rs. 1000.00 (one thousand) per person each time will be imposed.
5. The security agency will provide wireless sets, Uniform torches, lathis, whistles, and other consumables etc. to the security personnel at their cost. Security Personnel found without this will not be allowed on duty and penalty of Rs. 1000.00 (one thousand) per person per day will be imposed on security agency.
6. The security agency shall make its own arrangement to provide drinking water and reliever for lunch/dinner to their personnel on duty so that the security personnel do not leave their duty/post/place. In case of default a fine of Rs. 1000.00 (one thousand) per day will be imposed.
7. Rs.5000/- (Five thousand) each for failure to provide security personnel in required number in addition to payment made by Jambu Zoo to meet the shortage of deployment of security personnel from other sources.
8. Rs. 5000/- (Five thousand) per day for Delay in payment of wages to the staff beyond 7th of each month.
9. 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

- 4.64. 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.
- 4.65. 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.
- 4.66. The contractor will not be allowed to leave the contract before one year failing which the performance security will be forfeited.

Settlement of Disputes

- 1.67. 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

- 4.68. 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
- 4.69. The contractor has to submit the bill to the office by 5th of every month along with security personnel 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 security personnel in their accounts.

Payment of Bills

- 4.70. The payment will be made upto 25th of every month for the period pertaining to previous month. In other words, the payment for October shall be made upto 25th 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.
- 4.71. 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.

5. SUBMISSION OF THE BID

- 5.1. 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.
- 5.2. The tender form can also be downloaded from the website <https://jktenders.gov.in> containing all terms and conditions.

- 5.3. The cost of application form should be submitted by a Bank Draft of Rs. 1000.00 (one thousand) payable to the Additional Wildlife Warden, Jambu Zoo without which the tender would be rejected summarily.
- 5.4. 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.
- 5.5. This tender is based upon two bid system: The Technical Bid and the Financial Bid.
- 5.6. All the entries in the Technical Bid form (Annexure I) and Financial Bid (Annexure II) should be made clearly, online.
- 5.7. Financial bid of only those bidders will be considered who are found technically qualified by the committee.
- 5.8. All the supporting enclosures to be provided as part of technical bid should be self-attested by the bidder.
- 5.9. The Additional Wildlife Warden, Jambu Zoo reserves the right to reject any bid without assigning any reason.
- 5.10. Conditional bid will not be accepted.

EMD

- 5.11. The tender should be accompanied by an Earnest Money Deposit of Rs. 30,000/- (Rupees thirty thousand only) in the form of CDR/FDR payable to the Additional Wildlife Warden, Jambu Zoo, Jammu with validity up to 6 months .
- 5.12. The tender received without EMD will be rejected summarily.
- 5.13. The EMD is returnable to the bidders after award of the contract.
- 5.14. 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

- 5.15. The contractor will be paid daily wages to be paid to the security personnel 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.

- 5.16. 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.
- 5.17. The Jambu Zoo will pay the minimum wages for skilled/unskilled category as fixed by J&K(UT) Government from time to time and the Jambu Zoo will also pay applicable EPF, ESI (employer's share) GST and approved service charge quoted by service provider.

Revision of Rates

- 5.18. The payment to the security personnel and subsequently the amount payable to the contractor will also be revised as and when the J&K(UT) Govt. labour wage rates are revised. However, the percentage rate quoted by the contractor over and above the J&K(UT) Govt. labour wage rate will remain the same.

Check List

- 5.19. 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.
- 5.20. 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

- 5.21. 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

- 5.22. The successful bidder will be made an offer to provide the security personnel at the Jambu Zoo. The time limit to accept the offer will be 10 days.

- 5.23. 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.

Amith Chandra
16th May 2021
Additional Wildlife Warden,
Jammu Zoo, Jammu

(TO BE FILLED IN BY THE APPLICANT)

- Page 20

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)
2018-19	
2019-20	
2020-21	

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. Enclosures (to be provided as self attested documents) :

- i) Treasury Challan of Rs. 1000/-.
- ii) CDR/FDRt of Rs. 30,000/- as EMD

- iii) Identity proof of person signing the tender document - Self attested photocopy of Pass Port/ Driving Licence/ Voter Identity card etc.
 - iv) Address proof of person signing the tender document- Self attested Photocopy of Pass Port / Electric Bill / Telephone Bill / Ration Card etc.
 - v) Self attested copy of registration of the company / agency.
 - vi) Self attested copy of proof of annual turnover for the last three years i.e. 2018-19, 2019-20, 2020-21..
 - vii) Self attested copy of proof of experience of the company / agency
 - viii) Self attested copy of PAN Card for payment of income tax
 - ix) Self attested copy of Service tax registration
 - x) Self attested copy of EPF registration.
 - xi) Self attested copy of ESI registration
 - 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.
19. In case of branch office the authorisation letter from the Head Office.
20. 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
21. Self attested copy of licence of operating in Jammu and Kashmir as per Private Security Agencies(Regulation) Act, 2005

I/we, hereby, declare that:-

I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.

I/we have read and understood the terms and conditions governing the grant and operation of license: and

I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.

That I/We understand that in case of any of the above information/documents (as given by us) is found to be incorrect, Additional Wildlife Warden, Jambu Zoo may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/We will not be entitled for refund of any part of security and other deposit.

I/we hereby also declare that:-

The bid has been submitted after site inspection of the Jammu Zoo and the same are to be allotted on 'as is where is' basis.

That the undersigned has been authorized by the firm/company to sign these bid documents.

The address given below is the postal/communication address in which all the messages/documents may be addressed/sent to us.

Place:

Signature :

Date:

Name :

(Authorised Signatory)

Designation :

(Capacity in which signed)

Full Address :

Company Seal :

Signature of bidder

Dated :

APPLICATION FORM-F (FINAICIAL BID)

CONTRACT TO
PROVIDE SECURITY PERSONNEL
AT
JAMMBU ZOO, JAMMU.

(TO BE FILLED IN BY THE APPLICANT)

To

The Additional Wildlife Warden
Jambu Zoo, Jammu

Sub: Tender to Provide Security Personnel at the Jambu Zoo, Jammu.

Dear Sir,

I/We hereby submit tender for award of contract to provide Security Personnel at the Jambu Zoo on each and every day w.e.f 19th July 2021 to 18th July 2022

I/We also undertake to Provide Security Personnel as required by the Jambu Zoo during the entire period of contract. **Payment to these security personnel will be made only through A/C payee cheques/ECS only.**

I/We quote our maximum rate over and above the J&K UT Government approved daily wages rates inclusive of all statutory contributions such as EPF, ESI, including employer share thereof, all applicable taxes, cess, bonus etc. to be paid by me/us as _____ (in figure) _____ (in words) for the period PER MONTH.

1. We understand that no additional payment other than wages and the amount as per the quoted rate will be made.

I/we hereby declare, understand and accept that:-

The submission of the offer does not guarantee grant of contract and that Additional Wildlife Warden, Jambu Zoo has the right to cancel or reject the bids at any time.

We shall deposit within **10 days** from the date of offer Rs. **50,000.00 (Rupees Fifty thousand only)** from Nationalized Bank as Security Deposit for the due and faithful performance in the form of Fixed Deposit in any Nationalized Bank /Post Office Saving Bank (Security Deposit Account) Pass Book pledging the amount in favour of Additional Wildlife Warden, Jambu Zoo.

The period of the contract shall be from 19-06-2021 to 18-06-2022.

Security deposit will be at the disposal of Additional Wildlife Warden, Jambu Zoo to make good any loss/damages/outstanding dues and for performance of other Terms & Conditions of license.

I/We understand that the quoted contract fee is inclusive of all statutory contributions such as EPF/ESI etc. including employers share thereof and all applicable taxes etc.

The postal address given here-below is the postal/communication address to which all the messages/documents any be addressed/sent to us.

Thanking you,

Yours faithfully,

Place:

Signature:

Date:

Name:

Designation:

(Capacity in which signed)

Full Address:

Company Seal:

Email ID:

I/We have thoroughly read & understood the terms and conditions of the tender and accept the same.

Yours faithfully,

Signature of bidder

or authorized signatory: _____

Name of bidder: _____

Address: _____

Telephone No. _____

**ON NON JUDICIAL STAMP PAPER OF RS.100/-
AFFIDAVIT**

I, _____, son/daughter/wife of _____ resident of _____
_____ Director/Partner/Proprietor of M/s.
_____ having its registered office at _____
_____ do hereby solemnly declare and
affirm as under:-

1. That I/firm/company have/has the requisite licenses and approvals to Provide Security Personnel at the Jambu Zoo, Jammu.
2. That there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/we have controlling share any law which restricts me/firm/company from providing security personnel at the Jambu Zoo, Jammu or to enter into the contract Agreement.
3. That I/firm/company am/is financially sound to enter into such an agreement.
4. That I/firm/company or any other legal entity in which I/we have controlling share has/have never been barred from providing services of similar nature anywhere in India by any agency/Govt. Department.
5. That I/we understand and agree that the contract period/term of license to Provide Security Personnel at the Jambu Zoo, Jammu for which I am/we are submitting our bids to Provide Security Personnel at the Jambu Zoo, Jammu shall be from 01.10.2020 to 30.09.2021.
6. That I/we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. I/we also understand and agree that for any violation of these conditions, the contract agreement will result in summary cancellation/termination of contract agreement.
7. That I/we undertake and agree that the Additional Wildlife Warden, Jambu Zoo will have the sole right to revoke/cancel the contract agreement on violation of any terms & conditions of the bid document and/or Agreement.
8. That I/we agree and understand that I/we will have no authority to access the premises after the expiry/termination/revocation/cancellation of the contract Agreement.

9. That I/we undertake to pay the amounts as demanded by Additional Wildlife Warden, Jambu Zoo towards damage if caused to the Jambu Zoo premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within seven days from the date of Demand Note/Invoice.

10. That I/we have not been debarred from participating in the bidding process by any Govt. agency/PSU etc.

11. That I/we declare that no criminal case is pending against me/us in any court of law in the country.

12. That I/we have read all the terms & conditions forming part of the bid document and agree to abide by them in entirety.

DEPONENT

VERIFICATION

Verified at Delhi on this _____ day of _____ that the contents of the above Affidavit are true and correct to my/our knowledge and no part is false and incorrect.

DEPONENT

CHECK LIST**ENCLOSURES**

Please tick (☒) appropriate answer against yes / no

Have you enclosed?

1. Earnest Money of Rs. 30,000/- in the form of CDR/FDR in favour of "Additional Wildlife Warden, Jambu Zoo" from a schedule commercial bank.

: Yes/No

2. In case the application form has been downloaded, a separate Treasury Challan of Rs. 1,000/- towards application fee in favour of Additional Wildlife Warden, Jambu Zoo. : Yes/No

3. Have you enclosed all the required self-attested documents as per the list of enclosures provided in the technical bid (annexure A)

: Yes/No

4. OTHERS

- | | | |
|------|---|----------|
| i) | Have you signed and stamped all the pages of the tender documents and enclosures. | : Yes/No |
| ii) | Have you mentioned the rates in figures as well as in words | : Yes/No |
| iii) | Have you signed corrections/ over writings. | : Yes/No |
| iv) | Have you read and agreed with all terms and conditions stipulated in the tender document. | : Yes/No |
| v) | Have you numbered all the documents attached as enclosures by making first enclosure as page no. 1 and so on. | : Yes/No |

Place:

Signature:

Date:

Name:

Designation:

Full Address:

Company Seal:

Email ID:

**ON NON JUDICIAL STAMP PAPER OF RS.100/-
A G R E E M E N T**

ARTICLES OF THE AGREEMENT made on this _____ day of _____ 2021 between Additional Wildlife Warden, Jambu Zoo (hereinafter referred to as **Jambu Zoo** which expression shall include his/their executors, administrators and assigns) of one part and M/s _____ (hereinafter referred to as the **Contractor**, which expression shall include his/their, executors, administrators and assigns) of the other part and whereas the Jambu Zoo had issued Notice Inviting Tender vide No. dated _____

-----against which the Contractor has submitted his tender vide No. _____ dated _____ and the Jambu Zoo had issued Letter of Intent/Letter of Award vide No. _____ dated _____ to the Contractor, which has been accepted by the Contractor.

NOW IT IS HEREBY AGREED as follows :-

That the Notice Inviting Tender (NIT), terms and conditions, complete tender document with annexures, and Letter of Intent / Letter of Award including the following shall be deemed to form an integral part of this Agreement.

- (a) Invitation to Tender alongwith full Bid Document with all annexures
- (b) Scope of work
- (c) Terms and condition of the contract
- (d) Instructions to Bidders
- (e) Any other documents forming part of the contract

In witness thereof, the parties put their hand this _____ day of _____ 2021 in the presence of :-

For and on behalf of the Contactor

For and on behalf of the President
of India

Signature of the authorized official
Name of the official _____
Stamp/Seal

Signature of the authorized Officer
Name of the Officer
Stamp / Seal

Two witness on behalf of Contractor
(signatures with full name & address)

Two witness on behalf of Jambu Zoo
(signatures with full name and address)

Instructions for Online Bid Submission:

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.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://jktenders.gov.in>

Schedule "B" (Financial Bid)

TENDER FORM ALONGWITH _____ PAGES

Name of the Tenderer: _____

S. No.	Particulars	Skilled / Un-Armed Guard (Ex-servicemen)		Highly Skilled/ Supervisor / Armed Guard (Ex-servicemen)	
1.	Workers' Daily wage rates				
2.	Employers' EPF contribution- @ 12% of S. No (1)				
3.	Employers' ESI contribution @ 4.75 of S. No. (1)				
4.	Admn. Charges @ 5% of employee and employer CPF contribution (i.e)				
5	EDLI @ 1% of S. No. (1)				
6.	Total from S. No. 1 to 6				
7	Contractor's service charge @ _____(on S. No. 6) to be quoted in percentages upto two decimal places only.				
8.	GST @ 18% on (S. No. 6 & 7)				
9.	Grand Total (S. No. 6+7+8) amount in Rs.				
10.	Minimum required manpower	7		1	
11.	Total payable amount (9 x 10)				
12.	Grand Total (Total payable amount per day)	(Col:1+2+3 of S. No. 11): In figure: _____ (Rs. _____)			

- Rates are to be quoted in accordance with the latest Minimum wages act issued by the State Govt. for un-skilled, skilled and highly skilled daily wages workers indicated at Clause 17 of the NIT.
- In case of tie in the figures at S. No. 12 of the above table, L-1 shall be finalized by draw of lots in presence of NIT issuing authority.

Signature with stamp
of bidder

Sigs. of Tenderer