

J&K Agro Industries Development Corporation Ltd. Gole Pully, Talab Tillo Jammu.

[E-mail Id – dmpsammu@jkagro.com](mailto:dmpsammu@jkagro.com)

NOTICE INVITING TENDER

E NIT No. 09 of 2024-25 JK Agro

NO: -Agro/DM/PSJ/1350-53

DATED:- 25.06.2024

E- tenders are invited through electronic tendering system under two – bid system www.jktender.gov.in from highly reputed , well established and professional Manpower Services provider, capable of providing manpower service according to terms and conditions given in tender form.

Name of work	Estimated Cost (In Rs.)	Earnest Money Deposit	Tender Fee (In Rs.)	Registration Fees (In Rs.)
Providing of Manpower Services on Outsource Basis	50 Lakhs	1.00 Lakh	1180/-	Nil

The tender documents consisting of providing manpower services on outsource basis and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.jktenders.gov.in

1. Date of Publishing :- **25 /06/2024**
2. The Bidding documents can be downloaded from the website www.jktenders.gov.in from on **25 /06/2024** to **15/07/2024 (upto 4 pm)**.
3. a. The Bids shall be deposited in electronic format on the website www.jktenders.gov.in from **25 /06/2024** to **15 /07/2024 (upto 4 pm)**. The Technical bids received will be opened at **3 PM** on **16/07/2024** online **at the Office of Managing Director, J&K Agro Industries Development Corporation Ltd, Gole Pully, Talab Tillo, Jammu** and the Financial bids received will be opened after evaluation of Technical Bid at **the Office of Managing Director, J&K Agro Industries Development Corporation Ltd, Gole Pully, Talab Tillo, Jammu**
- b. **The technical bids (cover 1)** must be accompanied with Scanned Copy of Tender fee against payment of tender document, Scanned copy saving receipt of tender fees submitted , EMD in

the shape of CDR, Bidders general information Annexure “1” alongwith documentary proof, No deviation confirmation as Annexure “ 2” , Letter of Authority for attending the technical and financial bids., Declaration on the Company letter Head stating acceptance of the terms and conditions mentioned in the tender document etc etc.

Financial/price bid (Cover 2): Financial offer should be submitted online in the boq on percentage basis.

4. Bid documents can be seen at and downloaded from the website www.jktenders.gov.in Bid documents containing qualifying criteria for bidders, Number of manpower prescribed for various categories on outsourcing basis ,terms and conditions and other details.
5. Bids must be accompanied by bid security in the shape of CDR/FDR payable at Jammu pledged in favour of **Managing Director J&K Agro Industries Development Corporation Ltd.** CDR/ FDR and shall have to be valid for one year or more after last date of receipt of Bid.
 - a. The original instruments in respect of EMD Self Attested Copies of Registration Card renewed for the year 2024-25, PAN, GST, Residence Proof must be delivered to the **J&K Agro Industries Development Corporation Limited, Talab Tillo, Jammu** or before **15/07/2024 upto 2 pm** through Speed Post / Registered Post or Courier, if the office happens to be closed on the date of receipt as specified, the EMD documents fee will be received on the next working day at the same time and venue.
6. **Instructions to bidders regarding e-tendering process**
 - a. The interested bidder can download the NIT/ Bidding Documents from the website www.jktenders.gov.in
 - b. To participate in bidding process, bidders have to get (DSC) “**Digital Signature Certificate**” as per Information Technology Act-2000, to participate in online bidding This certificate will be required for digitally signing the bid. Bidders can get above-mentioned Digital Certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
 - c. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature No proposal will be accepted in physical form.
 - d. Bids will be opened online as per time schedule mentioned in Para 3(a & b).
 - e. Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
 - f. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.

- g. All the required information for bid must be filled and submitted online.
 - h. Bidders should get ready with the scanned copies of EMD as specified in the tender documents. The original instruments in respect EMD and relevant documents be submitted to the **Tender Opening Authority** by Registered post/ Courier as per time schedule specified.
 - i. The EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
 - j. Bidders can contact on official mail md@jkagro.com for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
7. The guidelines for submission of bid online can be downloaded from the website www.jktenders.gov.in
 8. All other terms and conditions shall remain same as already advertised for similar nature of supplies in e-tendering system.
 9. The CDR shall be released after 6 months of successful completion of the contract.
 10. The subletting of the order shall not be allowed.

-Sd-
Divisional Manager (P&S)
Member Secretary,
J&K Agro Ind. Dev. Corpn.Ltd.
Procurement & Sales Division, Jammu

Copy to.

1. Managing Director, JKAIDCL, Jammu for Kind information please.
2. Director Finance JKAIDCL, Jammu for Kind information please.
3. General Manager CFP, Baribrahmana for kind information please.
4. Divisional Manager, P&S, Kashmir for kind information.
5. Office File.

**QUALITY AND NUMBER OF MANPOWER PRESCRIBED FOR VARIOUS CATEGORIES ON OUTSOURCING
BASIS AS PER SRO- 513 DATED 12.10.2022**

Categories	No. of employees
<u>Unskilled:</u>	Ten to Fifteen numbers
<u>Skilled :</u>	Fifteen to Twenty Numbers
<u>Highly Skilled:</u>	Fifteen to Twenty Numbers

BIDDER'S ELIGIBILITY CRITERIA:

1. The bidder should be approved/recognized/registered by Govt. of India/state Govt. for providing Manpower services. Copy of relevant certificate should be attached. Service Provides should have a valid license from competent license authority under the provision of contract Labour Act.1970 and contract Labour Central Rules, 1971 and **submit proofs thereof.**
2. The bidder must comply with the statutory requirement , such as registration with ESI, EPF,PAN & GST etc and **submit proofs thereof.**
3. The bidder must have been in existence for the last five year. **(Attach copy of relevant certificates, registration details etc.**
4. The Agency/Contractor should not have been blacklisted by any Govt. Semi Govt. Deptt. or any other Organization. **An affidavit in original (on non –judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.**
5. The Agency must have registered/branch/Local office at Jammu **Proof should be submitted.**
6. Each **Agency/Contractor** shall submit only one Tender for the entire scope of work **Agency/Contractor** who submits more than one tender or part tender will be treated as non responsive & rejected.
7. **Qualification conditions for Bidding:**
 - a. **Technical Eligibility:**

Tenderer should have minimum experience of 07 year for providing the outsourced staff to various Govt Organization/PSUs. The experience certificates duly signed from the parties are attached with tender documents. The criteria is given below:

<p>Experience with respect to similar nature of work</p>	<p>1. Experience of having successful completed similar works during last 07 years ending last day March 2024 should be either of the following:-</p> <p style="padding-left: 40px;">a. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">b. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">One similar completed work costing not less than the amount equal to 80 % of the estimated cost.</p>
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	2. Tenderer to submit required details & documents in support.
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c. Financial Eligibility:-

Financial Eligibility Criteria Annual Turnover	The average annual total turnover / revenue from operations for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) should be of value not less than 30% of estimated cost. The information shall be supported by CA certificate
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INSTRUCTION TO BIDDER:

1. The tenderer must go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
2. The tenders will be received online through portal www.jktenders.gov.in. In the technical bids, the bidders are required to upload all the documents in pdf format. All quotation **(both Technical and Financial should be submitted in the e- procurement portal)**.

INSTRUCTION FOR PREPARATION AND SUBMISSION OF BIDS:

1. Technical & Financial Bids should be submitted in PDF format.
2. In case of financial bids, a standard BOQ format has been provided in PDF format Bidders are required to download the BOQ PDF file and fill their financial offer on the same BOQ format. After filling the same, submit it online in PDF format, without changing the financial template format. If the BOQ format file is found to be modified by the bidder, the bid will be rejected.
3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
6. The technical and financial bids should be submitted online through portal www.jktenders.gov.in in original.

7. **Tender Cost:** The bidder should submit a demand draft of **Rs. 1,180/- (Rupees one thousand one hundred and eighty only)** towards non-refundable **Tender fee** , in f/o **J&K Agro Industries Development Corp. Ltd** bearing **J&K Bank Acc No CD-0097010100000962, IFSC Code- JAKA0TNHALL** on or before last date and time of submission of bids. In the absence of tender cost, the tender will not be accepted.
8. Bidder should furnish an EMD of an amount of **Rs.1,00,000/- (Rupees One Lakh only)** in the shape of **CDR/FDR Pledged in favour of Managing Director J&K Agro Industries Development Corporation Limited.**

The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. **Failure to deposit Earnest Money will lead to rejection of tender.** In the event of the awardee bidder backing out, EMD of that bidder will be forfeited. **EMD of successful bidder will remain with the Corporation. It will be refunded only after two months of expiry of contract duration. No interest will be paid on this EMD.**

9. The earnest money of unsuccessful bidders will returned to them without any interest within 15 working days after awarding the contract.
10. **EMD Exemption:** The Corporation accept bids without EMD from those bidders who are registered with the MSME/National Small Industries Corporation (NSIC) Certificate must be enclosed with technical bid for EMD exemption.
11. The rates to be paid to the contractor should not be less than minimum wages Act. other rules and regulations are applicable when notified from time to time in the official gazette/Govt of Jammu and Kashmir.
12. The contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI if applicable at his own level and maintenance of such records as per rule.

TERMS AND CONDITIONS:

1.RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS: J&K State Agro Industries Development Corporation Limited reserves the right to accept / reject any or all the bids without assigning any reason whatsoever. BID's not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

2.CONTRACT SECURITY DEPOSIT: An amount of Rs. 1.50 lacs shall be deposited by the successful Agency/Contractor at the time of signing of the contract or within 15 days after signing of the contract. The EMD amount can be adjusted against the security deposit. The EMD submitted shall be released.

3.TERMINATION: Notwithstanding anything contained hereinbefore to the contrary, the J&K State Agro Industries Development Corporation Limited shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the Agency/Contractor wants to rescind the contract, he/she are required to give at least 90 days notice for withdrawal of services.

4.PENALTY: In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactory J&K State Agro Industries Development Corporation Limited shall make alternate arrangement to do it and the difference of cost incurred by J&K State Agro Industries Development Corporation Limited from the Agency/Contractor's unpaid bills and security deposit. Besides penalty of 0.05% of estimate cost as decided by J&K State Agro Industries Development Corporation Limited shall also be levied and recovered.

5 . REVISION OF RATE: Effect of revision of minimum wage as per UTGovt notification will be considered with its pro- rata effect subject to submission of application alongwith notification by the Agency/ Contractor.

6 .TAXES, DUTIES AND LEVIES: All taxes , duties, levies etc imposed by the State , Central Government and local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Agency/Contractor.

7. PERIOD OF CONTRACT: The contract shall be for a period of 1 (One) year from the date of signing agreement which may be renewed on the basis of satisfactory performance up to 1 year.

8. The selected Agency/Contractor will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.

9. The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address etc before the commencement of the Agreement.

10. The Contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the J&K State Agro Industries Development Corporation Limited.

11.The Contractor shall be responsible for the timely deposit of employee's and employer's share of statutory contributions to the ESI/EPF. EDLI, if applicable at his own level and maintenance of such records as per the rule. The contractor should be responsible for linking of UAN's and transfer if any. Any delay in depositing of statutory contribution shall invite penalties.

12. The Agency/Contractor shall employ adult Staff as per the criteria decided by J&K State Agro Industry dev. Corporation Ltd. and shall not be more than 65 years of age.

13. The Agency / Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.

14. The Agency/ Contractor staff shall not be treated as the staff of J&K State Agro Industry Dev. Corporation Ltd. for any purpose whatsoever. The Agency / Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job.

15. The agency /contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above mentioned rules and regulations and J&K State Agro Industries Development Corporation Limited or his authorized representative shall be entitled to inspect all such records at any time.

16. The Agency/ Contractor shall disburse the wages to the workers through Cheque/ Bank transfer and Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract and blacklisting of the firm or any other decision deemed fit by the competent Authority. The Agency/ Contractor will also be liable to pay the disputed outstanding amount. The J&K State Agro Industry Dev. Corporation Ltd. shall not be directly responsible for the payment of wages to the employees. It will be responsibility of the Agency / Contractor to make regular payment to the workers engaged by him as per the minimum wages applicable to the J&K Govt.

17. The agency must provide I-Cards, Appointment/ experience Letters to each employee. Contractor should issue salary slip every month to each worker deployed by them with a copy to the office of General Manager J&K Agro Industries development Corporation Limited Cattle Feed Plant Bari Brahmana for reference and record.

18. The Company as an employer should comply with all the statutory requirements such as cost of Uniform (Security Guards) and identity cards of manpower deployed by the agency. besides all other statutory liabilities like minimum wages , ESI, EPF contribution , GST, & service charges of contractor as per labour Act should be clearly stated by the agency to avoid panel action imposed by the concerned department in near future on the principle employer.

19. The manpower providing Agency shall release the wages of manpower provided by him in 1st week of every month through any nationalised bank in the individual accounts of workers deployed by him. The payment shall be released on monthly basis subject to receipt of detailed documents of ESI/EPF /EDLI deposited in the name of each manpower deployed in any office of the Corporation alongwith wage bill after receipt of attendance from the concerned officer on 1st day of every month.

20. All statutory deductions viz-a – viz TDS/ Service Tax and other taxes whichever applicable should be deducted at source from the payment of the Contractor.

21. Rates quoted should be for duty of 12 hours for security guards and 8 hours for other manpower.

22 . The Company shall have to provide 24 x 7 security services.

23 . After selection of the agency, the agency shall provide the required manpower immediately after allotment of contract and shall execute an agreement on stamp paper duly authenticated by the notary within 20 days from the date of issuance of order of contract by the corporation.

24 . J&K State Agro Industries Development Corporation Limited reserves its right to reject, accept or cancel the process of selection without assigning any reason thereof.

25. In case the outsourcing agency has provided the services earlier to this corporation shall have to provide the month wise details of ESI/EPF and other statutory liabilities cleared in the name of the

outsourced employees placed at the different offices of the corporation both at Jammu and Kashmir Division before submitting their fresh offers otherwise the offers shall be rejected.

26. The contractor will responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI/EDLI etc. of each employee every month along with bill.

27. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.

28. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the J&K State Agro Industry Dev. Corporation Ltd.

29. The Contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated violation of this shall attract a warning at first instance and may lead to termination or recurring instances.

30. The contractor shall raise the bill to the corporation after disbursement of three month salaries and there after the bills will be cleared by the corporation on monthly basis from 4th month.

30. The Agency shall not sub-contract the services of personnel sponsored by them.

31. J&K State Agro Industry Dev. Corporation reserves the rights to award the contract/ work in full or in parts to any Agency and also terminate the contract/ work at any stage if the performance of the Agency is found to be unsatisfactory.

32. J&K State Agro Industry Dev. Corporation Ltd. is not bound to accept the lowest quotation and / or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award to contract. If the committee is not convinced with the details and proofs submitted by the vendors.

33. In case of any loss , theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the J&K State Agro Industry Dev. Corporation Ltd. shall have the right to claim the damages from the Agency.

34. The Corporation shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the contractor out of the security deposits of the contractor.

35. In case of any deficiency in services by staff so deployed on contract basis , provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty , the Managing Director J&K State Agro Industry Dev. Corporation Ltd. Or any other officer shall be at liberty to impose penalty as may be deemed fit up to Rs.5000/- (Rupees Five Thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the Managing Director J&K State Agro Industry Dev. Corporation Ltd shall be final and binding on the contractor.

36. In case the contractor is not interested to continue the contract the contractor shall give to a minimum three months notice. If found otherwise the security deposit shall be forfeited by J&K State Agro Industry Dev. Corporation Ltd .

37. Salary break up of three categories may be given as per the rates submitted and as asked for by the J&K Agro Industries Development Corporation Limited.

38. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g purchase of non –Judicial Stamp Paper etc for furtherance of agreement with J&K State Agro Industries Development Corporation Limited.

39. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Corporation for information.

40. That the rates to be paid to the contractor should not be less than minimum wages Act. other rules and regulations are applicable when notified from time to time in the official gazette/Govt of U.T of Jammu and Kashmir.

41. That J&K State Agro Industry Dev. Corporation Ltd.shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.

42. An attendance register shall be maintained by the contractor for all the personnel deputed by him , who shall mark attendance daily at beginning and at the end of completion of the duties in the J&K State Agro Industry Dev. Corporation Ltd. Office and the payment , shall be made to the contractor on the basis of attendance register.

43. It is further agreed that the personnel so employed by the contractor and deputed in the office of J&K State Agro Industry Dev. Corporation Ltd shall have no right to employment against any post of the Corporation. It is further agreed that their services are being taken on a purely contractual basis and J&K State Agro Industry Dev. Corporation Ltd reserves the right to do away with the agreement as and when so required without assigning any reason.

44. The contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.

45. In case the outsourcing agency is registered with MSME/RCM the valid documentary proof / certification issued by the competent authority as on date shall have to be submitted alongwith the offer by the agency.

46. Conditional bids/offers will not be accepted in any case.

47. To safe guard the interest of the Corporation reserves the right to include any other terms and conditions as may be deemed fit in the agreement at the time of execution of agreement.

48. The security guards provided by the contractor shall have responsibilities: Checking that all doors, windows ventilators in the case of the office building are properly closed after office hours. Locking of main door at night, checking of electrical lights, air conditioners and electrical gadgets that these are properly switched off, wherever necessary. Any damage caused to the corporation property assets etc

due to negligence of the staff deputed by the agency shall be made good by the manpower providing agency.

49. Observing any instructions/orders as would be given from time to time by the authorized persons oral or written.

50. The dispute arising out of the contract shall be settled through arbitration and Managing Director J&K State Agro Industries Development Corporation Limited shall be the sole arbitrator.

Annexure-1

BIDDER'S GENERAL INFORMATION

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

1. Name of Firm / Agency / Contractor :
2. Number of Years in Operation :
3. Registered Address :
4. Operational Address if different from above :
5. Telephone No. :
6. Mobile No. :
7. Official Email Address :
8. Name & Address of Branch, if any :
9. Type of Organization :
(Whether Private limited / LLP / Partnership / Sole Proprietorship) as per attached proof.
10. Name of Proprietor / Partners/ Designated partners/ Directors of Organization / Firm:
11. Local / Registered Office at Jammu: Yes/ No
12. Bank Detail of the Firm/Agency/Contractor:
13. Blank Cancelled Cheque:

(SIGNATURE OF BIDDER WITH SEAL)

Annexure-1

**Affidavit on correctness of information furnished with the
Bid**

(On an affidavit worth Rs. 10/-)

Name of Work: - _____

1/ I/We, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2/ The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work on National Highways in India /any other work of state Government or central Govt. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3/ That my/our firm has not been black listed or debarred in any state or central Govt. Department Neither my/our firm has any history of litigations.

4/ In case the contract for the work is awarded in my/our favour I/we shall invest a minimum cash up to 25% of value of the contract during the implementation of work.

5/ I/We authorize the department to seek references from our bankers

Name of bank is _____ Branch _____ Account No. _____

6/ The undersigned hereby authorize (s) and request (s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

7/ The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

8/ The undersigned is submitting the bid after conducting site visit assessing site condition as per NIT, the leads & carriages, the weather condition & by accepting all the condition of tender documents

9/ That undersigned declare that neither I am nor any other partner of my firm is PRI member (**Chairperson, DDC, BDC, Sarpanch, Panch etc.**).

I/We solemnly affirm that the information given in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed.

Note: Affidavit to be notarized.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date:.....

Valid Email-ID.....

Whatsapp No.....

Mobile No..... -