

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), UNION TERRITORY OF
JAMMU & KASHMIR SRINAGAR**

BID DOCUMENT

Calling of tenders for providing of manpower for Multi-Tasking Staff and Data Entry Operations

Tender No.	01/MTS/DEO/2022-23												
Requirement Outsourced Staff	<table border="0"> <thead> <tr> <th align="left">Category</th> <th align="center"><u>Srinagar</u></th> <th align="center"><u>Jammu</u></th> <th align="center"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>a) Multi-Tasking Staff =</td> <td align="center">19</td> <td align="center">13</td> <td align="center">32</td> </tr> <tr> <td>b) DEO =</td> <td align="center">05</td> <td align="center">03</td> <td align="center">08</td> </tr> </tbody> </table>	Category	<u>Srinagar</u>	<u>Jammu</u>	<u>Total</u>	a) Multi-Tasking Staff =	19	13	32	b) DEO =	05	03	08
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a) Multi-Tasking Staff =	19	13	32										
b) DEO =	05	03	08										
Bidding System	<p>Two Tier Bidding System</p> <p>a) Technical Bid:</p> <p>b) Financial Bid:</p>												
Last date for submission of Bids	Till 12:00 Hours on 18-04-2022												
Date of opening of Technical Bid	At 16:00 Hours on 18-04-2022												
Date of opening of Financial Bids	At 16:00 Hours on 19-04-2022												
EMD	Rs. 50,000/- (Rupees Fifty Thousand only) in the form of crossed Pay and Accounts Officer, Office of the Principal Accountant General (A&E) J&K, Srinagar.												
Validity of Bids	90 days from the date of closing date for receipt of bids.												
Address and Venue of Submission of Bids	Sr. Accounts Officer, (Admn.) Office of the Principal Accountant General (A&E), Jammu and Kashmir, Srinagar												
Tender Notice contains													
Total No. of Pages	31 pages												

NOTICE INVITING TENDER

Office of the Principal Accountant General (A&E), Jammu & Kashmir, Srinagar invites sealed bids under two bid systems from registered agencies for hiring of agency for delivering staff for MTS related services and Data Entry operations located at Srinagar and Jammu office. The validity of the contract is for one year i.e. wef 01/04/2022 to 31/03/2023

Sealed bid documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Senior Accounts Officer (Admn.), Office of the Principal Accountant General (A&E,) Jammu & Kashmir, Srinagar-190001 and must reach latest by 15:00 hours on 18.04.2022. The sealed bid documents should be placed in the Tender Box placed in Administration Section-III of this office by the stipulated date and time. The tender documents can also be downloaded from this office website <https://agjk.nic.in>. The Technical Bids will be opened in the room of Sr.Dy. Accountant General (A), office of the Principal Accountant General (A&E), Jammu & Kashmir on 18.04.2022 at 16:00 hours by the Committee authorized by the competent authority of this office in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bid is accepted, shall be opened by the Committee authorized for the purpose on 19.04.2022 at 15.00 hrs. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Office of the Principal Accountant General (A&E), Jammu & Kashmir, Srinagar shall be final and binding.

Sd/-
(Ranjeet Singh)
Sr. Deputy Accountant General (Admn)

ANNEXURE -A

Scope of Work for Multi Tasking Staff:

1. General Cleanliness and upkeep of Section /Unit
2. Sanitation work of building /office
3. Cleaning of rooms
4. Cleaning of building and fixtures etc
5. Watch and Ward duties
6. Opening and Closing of rooms
7. Up keeping of Parks, Lawns, Potted Pots and etc.,
8. Dusting of Furniture etc.,
9. Carrying of files and other papers within the building/office.
10. Delivering of Dak (Inside and outside the building).
11. Physical maintenance of records of the section.
12. Stitching and binding of records /files/registers of the section/unit.
13. Photocopying and sending of FAX etc.,
14. Other non clerical work in the section/unit.
15. Assisting in routine office work like dairy, dispatch including Computer etc.
16. Maintenance of Office equipments /fixtures and fittings and provide necessary assistance for running of such equipments
17. Driving of Vehicles, if in possession of valid Driving License
18. Any other work assigned by superior authority under which the person deployed.

INSTRUCTIONS TO THE BIDDERS

1) GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, Office of the Principal Accountant General(A&E), Jammu & Kashmir, Srinagar 190001 shall be referred to as Client and the Bidder / Successful Bidder shall be referred to as Contractor and / or Bidder or interchangeably.

1.2 The Bidders are advised to inspect the building / site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

1.3 The sealed bidding documents should be delivered in the Tender Box placed in the Administration-III Section of this office by the stipulated date and time in the Office of the Principal Accountant General (A&E), Jammu & Kashmir, Srinagar 190001 .

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.5 Each page of the Tender documents must be stamped and signed by the person or persons authorized for submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.7 The parties to the Bid shall be the Bidders (from whom the bids have been called for) and the Office of the Principal Accountant General (A&E), Jammu & Kashmir Srinagar.

a. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Principal Accountant General (A&E), Jammu & Kashmir Srinagar. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

1.8 **Terms relating to Manpower: –**

The service provider shall provide a dedicated team (hereinafter referred to as Team) comprising of such number of its adequately trained and experienced employees including but not limited to only above function but also such function which the first party felt necessary by it from time to time. – The service provider shall ensure that all Team Members provided by it under this Agreement shall:

- ♣ Be fully trained and adequately experienced in carrying out the jobs assigned to them under this agreement.
- ♣ Be currently residing within the state.
- ♣ Not be accused and/or involved in any criminal case and shall be verified by the respective Police Stations where they resides
- ♣ Service provider should provide the case details of each at the police station of which he/she is a permanent and temporary resident.
- ♣ Be between the age group of 19 to 40 years.
- ♣ At all times while on duty pursuant to this Agreement, be properly and neatly dressed in proper uniform of the service provider.
- ♣ Have had the basic education.
- ♣ Be on duty in a day for Eight (8) hours.

2. **ELIGIBILITY CRITERIA (TECHNICAL BID)**

The following shall be the minimum eligibility criteria for technical selection of bidders.

Legal Valid Entity: The Bidder shall necessarily be a valid legal entity. A proof for supporting the legal validity of the Bidder shall be submitted.

Registration: The Bidder should be registered under all Applicable laws such as with the Income Tax, Goods and Service Tax(GST) and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.

Clearance: The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

Experience: The Bidder should have (i) at least 3 years' experience for providing Manpower Services in Ministries / Departments under Government of India, State Govt /PSU work costing not less than Rs.1.50 Crore (Rupees One Crore and Fifty Lakhs Only) for entire contract in the last 2 years.

Turnover: The Bidder should have minimum gross turnover of Rs 2,40,00,000/- (Rupees Two Crore and Forty lakh only) each in the last three financial years.

Manpower: The bidder should have its own trained manpower minimum 150 personnel on roll with documentary proof of latest EPF/ECR.

A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per Minimum Wages Act and Rules of GOI in force and observe all statutory requirements with respect to ESI, EPF etc., with reference to those workers.

13 3. EARNEST MONEY DEPOSIT:

3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of Pay and Accounts Officer, Office of the Principal Accountant General (A&E), Jammu & Kashmir, Srinagar payable at Srinagar.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The bids without Earnest Money shall be summarily rejected.

3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.6 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

5.1 Language: Bids and all accompanying documents shall be in English.

5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid :

- a. Bid Submission Form duly signed and printed on the letterhead of firm
- b. Bidder's profile with undertaking Signed and Stamped on each page of the tender document.
- c. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs.50,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.-

14 The Technical Bid should then be kept in a separate sealed envelope, superscribed as Technical Bid for MTS /DEO in Office of the Principal Accountant General (A&E), Jammu & Kashmir, Srinagar, 190001 with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

6.1 The bidder has to submit bids for all item

6.2 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of

- (i) Technical Bid and
- (ii) Financial Bid

clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed.

6.3 The Bid shall be submitted not later than 15:00 hours of 18.04.2022 addressed to Sr.Accounts officer Admn, Office of the Principal Accountant General (A&E), Jammu & Kashmir Srinagar.

6.4 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.5 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Principal Accountant General(A&E), Jammu & Kashmir Srinagar reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.6 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned in unopened form to the bidder.

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened by the committee in the room of Sr. Dy. Accountant General (A), Office of the Principal Accountant General (A&E), Jammu & Kashmir Srinagar on 18.04.2022 at 16:00 hours by the Committee authorized by the competent authority of the office of the Principal Accountant General (A&E), Jammu & Kashmir Srinagar in the presence of such bidders who may wish to be present or their representatives.

7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose on 19.04.2022 at 15.00 hrs.

7.3 A letter of authorization shall be submitted by the Bidder s representative before opening of the technical Bids and financial bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.

7.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

7.7 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.8 The date fixed for opening of bids, if subsequently declared as holiday by the Government, shall be notified . However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client s request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client s request for clarification, its bid may be rejected. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

9. **TECHNICAL BID EVALUATION :**

9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

9.2 The technical bid evaluation shall be done based on the following criteria:

(i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

10. **FINANCIAL BID OPENING PROCEDURE AND DETERMINATION OF THE SUCCESSFUL BIDDER**

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

11. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

12. **RIGHT OF ACCEPTANCE:**

12.1 The Office of the Principal Accountant General (A&E), Jammu & Kashmir, Srinagar reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the office of the Principal Accountant General(A&E), Jammu & Kashmir Srinagar in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder s bids liable for rejection.

12.3 The competent authority of the office of the Principal Accountant General(A&E), Jammu & Kashmir Srinagar reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the office of Principal Accountant General(A&E),Jammu & Kashmir Srinagar reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

12.5 The office of the Principal Accountant General(A&E),Jammu & Kashmir Srinagar may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13. NOTIFICATION OF AWARD BY ISSUANCE OF LETTER OF ACCEPTANCE

13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LOA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

14.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

14.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within thirty days, on award of contract to the Successful bidder.

15. The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

16. CONFIDENTIALITY

16.1)The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client s information.

17. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

17.1)The successful bidder within fifteen days of the acceptance of the LOA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favor of Pay and Accounts officer ,Office of the Principal Accountant General(A&E) Jammu & Kashmir, Srinagar. The Performance Bank Guarantee shall remain in force beyond 60 days of expiry of Contract period.

17.2)Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.

17.3)The Bank Guarantee can be forfeited by order of the competent authority of the Office of the PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU & KASHMIR, SRINAGAR in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU & KASHMIR SRINAGAR sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm s bill has been received and examined.

17.4) If the contractor is called upon by the competent authority of the office of the PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU & KASHMIR SRINAGAR to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU & KASHMIR shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

17.5) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest.

18. NOTICE TO PROCEED

After the acceptance of the LOA and securing Performance Bank Guarantee from the successful bidder, Client shall issue Notice to proceed, to the contractor authorizing him to provide manpower for MTS related work and Data Entry Operations in the Office at the specified locations.

19. SIGNING OF CONTRACT AGREEMENT

19.1The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

19.2Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

19.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

19.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

20. SERVICES REQUIRED BY THE CLIENT

20.1 The Contractor shall be providing manpower services for MTS related work and Data Entry Operations in Clients premises as per the details given in the tender document, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

20.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

20.3 The Contractor shall provide manpower services for MTS related work and Data Entry Operations in the Client s premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor s obligations.

21. COMMENCEMENT OF SERVICES The Contractor shall commence manpower services for MTS related work and Data Entry Operations in Clients premises within 15 days from the date of receipt of Notice to Proceed.

22. CONTRACTOR S OBLIGATIONS

22.1 The Contractor shall provide manpower services for MTS related work and Data Entry Operations at Client s premises as per Schedule of MTS related work and Data Entry Operations which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

22.2 The Contractor shall provide manpower services for MTS related work and Data Entry Operations through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

22.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month.

22.4 The Contractor shall produce to the client the details of payments of benefits like bonus, leave, relief, ESI, employer's contribution towards EPF etc. its personnel every month.

22.5 The Client shall have the right, to reject the services of any personnel who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.

22.6 The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

22.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of MTS related work and Data Entry Operations in accordance with Schedule of Requirements.

22.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

22.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

22.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

22.11 The Contractor shall provide minimum of two sets of uniform to its personnel at its own cost.

22.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.

22.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

22.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

22.15 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

23. Contractor s Personnel

23.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

23.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

23.3 The Contractor shall arrange to provide uniform to its personnel engaged and they shall be dressed in neat and clean uniform (including proper name badges).

24. CONTRACTOR S LIABILITY

24.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the MTS related work and Data Entry Operations to the Client or for any act or omission in contravention of any law rule or regulations that the Contractor is duly bound to adhere to.

24.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of MTS related work and Data Entry Operations to the Client.

24.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

25. CLIENTS OBLIGATIONS

25.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the Services are to be provided to enable Contractor s employees to carry out the Services.

25.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor s employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

25.3 The Client shall nominate a designated person for the purposes of coordination and assistance, if any.

25.4 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer s relationship with any of the workers of the Contractor.

26. VALIDITY OF CONTRACT

The contract, if awarded, shall be for a period of one year from the date of signing of Contract Agreement, i.e wef 01/04/2022 to 31/03/2023. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the

discretion of the competent authority of the office of the Client. The initial period of contract is further extendable at the sole discretion of the office of the Client subject to satisfactory services of the Contractor.

27. PAYMENTS

27.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for providing manpower for MTS related work/Data Entry Operations.

27.2 The prices in the Price Schedule shall show separately applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

27.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all efforts to make payment within 15 days from the date of the receipt of the invoice to the Contractor.

27.4 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

27.5 After expiry of the initial period of the Contract if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

27.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client as agreed to between the Parties, which are not specified in the Price Schedule.

27.7 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for providing manpower for MTS related work and Data Entry Operations.

27.8 The prices in the Price Schedule shall show separately applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

27.9 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all efforts to make payment within 15 days from the date of the receipt of the invoice to the Contractor.

27.10 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

27.11 After expiry of the initial period of the Contract if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

27.12 In addition to the Contract payments, the Client shall pay for any additional services required by the Client as agreed to between the Parties, which are not specified in the Price Schedule.

27.13 All payments shall be made in Indian Currency by means of an Account Payee Cheque E-payment. Bank account details should be accompanied with the monthly bill.

27.14 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

28. PENALTIES :

- i) The Contractor shall disburse wages to its deployed staff inclusive of DA, if any, latest by 5th of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the MTS related work and Data Entry Operations at the risk and cost of the Contractor.
- ii) Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractors
- iii) Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- iv) The Contractor has to maintain adequate number of MTS /DEO staff as per this contract and also arrange a pool of standby MTS/DEO's. If the required number of workers are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- v) In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- vi) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of MTS related work and Data Entry Operations in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.
- vii) The deduction shall also be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the Contractor by the Client in writing.
- viii) Not properly carrying out the jobs as defined for 'Daily'

- Penalty:

- 10% of Monthly Total Value (each exception)
- Not properly carrying out the jobs as defined for 'Weekly'

- ♣ Penalty:

- 10% of Monthly Total Value (each exception).
- However, if the exceptions become general practice, action will be initiated as deemed fit.

29. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES —

Force Majeure shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill, care and good industry practices.

30. INSOLVENCY

30.1 The competent authority of the office of the PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU & KASHMIR SRINAGAR may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:- If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be Appointed or circumstances shall have arisen which entitled the court or debenture holders to Appoint a receiver or Manager. If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

31. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

31.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be Appointed by the Client in 24 accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be at Srinagar and the decision of the arbitrator shall be final and binding on the parties.

31.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Srinagar. The special conditions of Contract shall supplement the Instructions to the Bidders as set forth in General Conditions of the Contract (GCC)

32. **INDEMNIFICATION:** The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/Application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts

including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

33. LABOUR LAW COMPLIANCES

33.1 The engagement and employment of labour and payment of wages to them as preexisting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor. All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed. It is mandatory that the employees must be paid through bank/cheques only.

33.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

33.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws the Client in no manner shall be responsible.

33.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be Applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past or may arise during the course of performance of contract. The Contractor shall submit periodical returns as may be specified by the Client from time to time.

34. OFFICIAL RECORDS:

34.1 The Contractor shall maintain complete official records of disbursement of wages showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client s office.

34.2 The Contractor shall maintain a personal file in respect of all the staff deployed in Client s office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) AADHAAR number and all grievances recorded by the staff vis-à-vis action taken etc.

34.3. The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.

34.4 Each monthly bill must accompany the: List of employees with their date of engagement .The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.) Copies of authenticated documents of payments of such contributions to EPFO/ESIC Declaration of the Contractor regarding compliance of EPF / ESIC / Bonus and other laws as Applicable from time to time.

34.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees. In the Schedule of Requirements, the details of manpower for MTS related work and Data Entry Operations to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor s employees posted at the Clients site and all such other aspect of the Contracts are to be mentioned.

35. **VALIDITY OF CONTRACT:** The contract, if awarded, shall be for a period of one year from the date of signing of Contract Agreement, In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of contract is further extendable on year to year basis at the sole discretion of the office of the Client subject to satisfactory services of the Contractor.

ANNEXURE – I**General Information of the Firm:**

Sl.	No Particulars	To be filled by bidder
1.	Name of the firm	
2.	Name of the authorized person submitting the bid Shri/Smt	
3.	Designation of the authorized person submitting the Bid	
4.	Name, Designation, address and Mobile Number of alternate person	
5.	Address of the firm	
6.	Tel. No. with STD code	
7.	Mobile No. of the person submitting the Bid	
8.	E-mail of the person submitting the Bid	
9.	Organization's email ID	
10.	Website Address	
11.	Registration & incorporation particulars of the firm	
12.	Private Limited Public Limited Any other – Please specify	
13.	Name of Director(s)	
14.	Email ID of Director (s)	
15.	Mobile Number of Director (s)	
16.	Bidder's bank, its address and current account number	
17.	Permanent Income Tax number, Income Tax circle (Please attach copies of income tax return for last three years)	
18.	GST Number	
19.	Please attach copies of GST Registration Number	
20.	TIN Number	
21.	EPF Registration Number	
22.	ESIC Registration Number	
23.	Particulars of EMD: Demand Draft / Bank Guarantee No Date Name of Bank Address of Bank Validity of BG/DD Authorised Signatory of the firm	

ANNEXURE-II**TECHNICAL BID**

Sl.	No Particulars	To be filled by bidder
1	Details of Bid Security deposit (i) Amount (i) Draft No. and Date and issuing Bank	
2	List of Attested copies of latest (i) Audited accounts (ii) IT Returns filed and (iii) IT clearance Certificate (iv) List of attested copies of (i) ESIC Registration with Code No. (ii) EPF Registration No. (iii) PAN/TAN Card No. (iv) GST Registration No	
3	A Notarized Affidavit and undertaking that the firm is having (i) Atleast three years' experience for providing MTS /DEO services in Ministries / Departments under Government of India ,State/PSU working cost Rs.1.50 Crore for entire contract in the last 2 years. The company should have its own trained manpower on their rolls minimum 150 personnels. (ii) A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of India and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers. The proof of company carrying out at least one similar work costing not less than Rs.1.50 Crore for entire contract in last two years. (iii) Undertaking that the company should abide with General Terms and conditions of this office. (iv) A notarized affidavit on a stamp paper of Appropriate value to the effect that they have not been blacklisted or their business dealing with the Government Ministries / Departments have not been banned. Date For and on behalf of the Tendered Authorized Signatory	

ANNEXURE-III

DEFINITIONS In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement” The word “Agreement” and “Contract” has been used interchangeably. "Contractor" The word "Contractor" and the "Successful Bidder" has been used Interchangeably. The work "Client" shall mean the Office of the Principal Accountant Client General(A&E), Union Territory of Jammu & Kashmir. The word “party” means the Successful Bidder to whom the work of Party providing MTS related work and Data Entry Operations has been awarded and the Client. MTS/DEO Shall mean hiring of manpower for MTS/DEO work. Services Letter of Shall mean the intent of the Client to engage the successful bidder for Acceptance providing MTS/DEO services in its premises Shall mean the date at which the MTS/DEO are to Notice commence in Proceed Client’s premises shall mean all information that is not generally known and which is ‘Confidential obtained / received during the tenure of the contract and relates directly to the Information’ business / assets of Client including the information having the commercial value. Shall mean the date specified in the notice of Termination given by Termination Either Party to the other Party, from which the Contract shall stand Date” terminated. Shall mean the notice of Termination given by either Party to the other Termination Party Notice Shall mean the successful bidder to whom the work of providing Contractor Manpower for MTS/DEO services in Client’ premises has been awarded.

Annexure-IV**CHECK LIST ON PREPARATION OF BIDS**

Sl.	No Particulars	Yes/No
1	Have you filled in and signed Bidder Profile?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3	Have you enclosed the EMD of Rs.50,000/- in the Technical Bid ?	
4	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5	Have you attached proof of having met the following minimum eligibility criteria?	
	5.1 Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies?	
	5.2 Financial Capacity : Have you attached Audited Balance Sheets, Audit Reports?	
	5.3 Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate?	
	5.4 Experience : Have you attached the attested experience certificates issued by the Organizations / Government Deptts as required in the tender?	
6	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANCIAL BID		
8	Have your financial Bid proposal is duly filled, sealed and signed on all pages?	
9	Have you quoted prices against each of the category?	
10	Have your financial bid been packed as per Tender?	

Annexure: V

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender I _____, S/O _____, R/O _____ hereby certify that none of my relative(s) as defined in any of the Indian Audit and Accounts Department offices located in Jammu & Kashmir. In case at any stage, it is found that the information given by me is false/incorrect, PAG(A&E),J&K shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

(Signed) For and on behalf of the Bidder Name (caps) _____

Position _____

Date _____

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR,
SRINAGAR**

Did Document No. _____

Dated: _____

Annexure-VI

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)

- i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property of causing a threat to public health as part of execution of a public procurement contract.
- iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in Principal Accountant General (A&E) J&K, Srinagar as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect Principal Accountant General (A&E) J&K, Srinagar office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Date Signature of Bidder alongwith Stamp _____

Name of the Bidder _____

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR,
SRINAGAR**

Bid Document No. _____

Dated: _____

Annexure-VII

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No. _____ dated _____ and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the office of the Principal Accountant General (A&E) J&K, Srinagar to forfeit the Earnest Money/Security Money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Principal Accountant General (A&E) J&K, Srinagar to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to accept the work order and /or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent Authority of the Office of the Principal Accountant General (A&E) J&K, Srinagar to forfeit the Earnest Money Deposit and intimate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the bid document/contract agreement/letter of acceptance.
6. That I/We also declare the Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Date Signature of Bidder alongwith Stamp _____

Name of the Bidder _____

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR,
SRINAGAR**

Bid Document No. _____

Dated: _____

Annexure-VIII

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)

- i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No. _____ dated _____.
- ii) That my agency M/s _____ has atleast three years experience for providing manpower services in Ministries/Departments under Government of India.
- iii) That my agency M/s _____ has experience in providing manpower services _____. The details of work experience and work completion certificates have been enclosed.
- iv) That my agency also has carried out atleast one similar work of providing hired manpower services costing not less than Rs. _____ crore for entire one contract in the last three years in Government Department _____.

Place:

Date:

Date Signature of Bidder alongwith Stamp _____
Name of the Bidder _____

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR,
SRINAGAR**

Bid Document No. _____

Dated: _____

Annexure-IX

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)

- i) That I, the undersigned undertake that my agency M/s _____ have its own trained manpower on our rolls to provide requisite services in accordance with the Bid Document No. _____ dated _____.
- ii) I also undertake that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of J&K and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

Place:

Date:

Date Signature of Bidder alongwith Stamp _____

Name of the Bidder _____

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR,
SRINAGAR**

Bid Document No. _____

Dated: _____

Annexure-X

CONTRACT AGREEMENT No. _____

Dated _____

THIS AGREEMENT is made on _____ between Sr. Dy. Accountant General (A), office of the Principal Accountant General (A&E) J&K, Srinagar (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is opposite Civil Secretariat, M.Y.Rather, Avenue, Srinagar.

AND

M/s _____ having its registered Office at _____ (Hereinafter referred to as “the Contractor” which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the client invited bids vide notice inviting for “**hiring of manpower services at its office** under Bid Document No. _____ dated _____.
- II. **AND WHEREAS** the Contractor submitted his bid vide _____ in accordance with the procedure mentioned alongwith the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the client.
- III. **AND WHEREAS** the Client has selected M/s _____ as the successful bidder (“The Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.** _____ to the Contractor on _____ for a total sum of _____ (Rupees only).
- IV. **AND WHEREAS** the Client desires that the manpower services (as defined in the Bidding Documents) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors/parties for the manpower services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the bid Documents and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

- VII. **AND WHEREAS** the Contract has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.
- IX. **AND WHEREAS** the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance (LoA) issued by the Client.
 - b) Notice to proceed (NTP) issued by the Client.
 - c) The Complete Bid, as submitted by the Contractor.
 - d) The Addenda, if any, issued by the Client.
 - e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee/Demand Draft).
 - f) Charges- Schedule annexed to this Article of Agreement.
 - g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each party hereby submits to the jurisdiction as set out in the Dispute Resolution procedure in the conditions of Contract.
- X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the contractor

**Signed on Behalf of
Office of the Principal Accountant General
(A&E), J&K, Srinagar.**

(Authorized Signatory)

(Authorized Signatory)

Annexure-XI**FORM-I****Experience detailed Description:**

Please furnish the details of similar of MTS/Data Entry Operation Services executed during the last two years (please furnish copies of completion certificate from the Government Department/Organization).

Actual Value of Work order/Executed	Name of Government/Department /Organization	Start Date	Finish Date	Document Evidence at Page No.

FORM-II**Form For Financial Capacity**

Description	2020-21	2021-22
Annual Turnover		
Net Worth		
Current Assets		
Current Liabilities		
Total Revenues		
Profit Before Taxes		
Profit After Taxes		

Signature of the Authorized Person of the Bidder