

#### ENIT No. 01-GMA of 2025 Dated: 08.04.2025

Subject:- E- Tender for empanelment of agencies for providing manpower ( Drivers, Conductors, Security Guards and Data Entry Operators ) to JKRTC for 2025-27

For and on behalf of JKRTC e-tenders in DOUBLE COVER SYSTEM are invited through Managing Director Jammu & Kashmir Road Transport Corporation from Registered Firms/ Companies for supply of Manpower to J&K Road Transport Corporation, as detailed in the "Detailed Tender Document".

- 1. The Bidding documents consisting of qualifying information, eligibility Criteria, specification, bill of
- 2. Quantities (B.O.Q) Set of terms and conditions of Supply/contract and other details can be seen/download from the departmental website <u>www.jksrtc.co.in</u> / www.jktenders.gov.in as per schedule of dates given below:-

1.	Date of issue of Tender Notice	08/04/2025
2.	Period of downloading of bidding documents	09/04/2025 from 10:00 A.M to 30/04/2025 04:00 P.M.
3.	Bid Submission Start Date	09/04/2025 from 10:00 A.M
4.	Bid submission End Date	30/04/2025 to 04:00 P.M
5.	Last date for receiving the Hard Copy (Original DD & EMD) including all the soft copy documents uploaded on the site.	Hard copy will be received either by hand/courier/Registered post from 10/04/2025 (office hours) in the office of Managing Director JKRTC upto 26/04/2025.
6.	Pre-bid meeting	21 <sup>st</sup> April 2025 at 11:30 AM
	Date & time of opening of Bids( online)	Technical Bid will be Opened on 05/05/2025 02:00 P.M in the Office of Managing Director JKRTC. Financial Bid shall be opened on 07/05/2025 at 02:00 PM on the same venue.

- 3. Instruction of bidders regarding e-tendering process :
  - i. Bidders are advised to download bid submission manual from the "downloads" option as well as from "bidder Manual Kit" on <u>website</u> <u>www.jksrtc.co.in</u> / www.jktenders.gov.in acquaint bid submission process.
  - ii. To participate in bidding process. Bidder has to get ` digital signature Certificate (DSC). As per Information Technology Act-2000. Bidders can get digital certificate from any approved vendor.
  - iii. The bidder has to submit their bids online in electronic format with digital signature.
  - iv. Bids will be opened online as per the time schedule mentioned in Para-1 above.
  - v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid. Besides, original/photocopies of documents related to the technical

bid be submitted physically/by registered post/through courier before date specified in Para -1.

- Note:-Scan all the documents on 100 dpi with black and white option.
  4. The department will not be responsible for delay in online submission due to any reason.
  5. Bidders are advised not to make any change in BOQ (bill of quantities) contents in any case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.

Sd/-

**Managing Director** JKRTC.

**General Manager (Adm) JKRTC** 







# **JAMMU & KASHMIR ROAD TRANSPORT CORPORATION** जम्मू और कश्मीर सड़क परिवहन निगम

**REGIONAL HEADOUARTERS, M.A. ROAD SRINAGAR / RAILHEAD JAMMU** Telephone: 01942-2470983 (S) /0191-2473245 (J) email: jksrtc@gmail.com

#### E-Tender for empanelment of agencies for providing manpower to JKRTC (Driver, Conductor, Security Guard and Data Entry Operator).

- 1.1. E-tenders are invited from Registered Firms/Companies for supply of Manpower to J&K Road Transport Corporation, as detailed in the Tender. The bidder must be a legally constituted Proprietary Firm/ Partnership Firm/ Limited Company or Corporate Body Consortium who possess the required Licenses, Registrations etc., as per law for providing such Manpower Services.
- 1.2. The bids shall be submitted in two parts, viz. Technical Bid and Financial Bid along with EMD and other details given in Annexure "C".
- 1.3. The bids shall be opened in the office of Managing Director, JKRTC, Rail Head Complex, Jammu on suitable date and time after the closing of the tender date 30/04/2025.
- 1.4. Technical Bids will be opened first and Financial Bids of only technically qualified bidders shall be opened.
- 1.5. Earnest Money of the selected Contractor can be forfeited in case of non-completion/part completion/delayed completion of execution of agreement and supply of man power unless permitted in writing by J&K RTC.
- 1.6. J&K RTC reserves the right to accept or reject any or all the tenders without assigning any reason.
- 1.7. The Organization may require following categories of personnel.

S.no	Category	Numbers	Qualification & Experience
1	Driver	625	10 <sup>th</sup> Class Pass; should have valid Trans Driving
			License from Government Authority.
2	Conductor	365	12 <sup>th</sup> class pass, should be able to read and write
			Hindi/Urdu and English.
3	Security Guard	60	10 <sup>th</sup> Class Pass
4	Data Entry Operator	24	Graduate with Computer application knowledge

#### NOTE: The above is the tentative requirement. However, actual manpower to be supplied under different categories or additional category may be more or less based on requirement of J & K RTC from time to time.

#### 2. Duration

The period of award will be initially for (2) two years from the date of commencement of services/work subject to periodic quarterly appraisal and review by concerned officer of this Institute and may be extended for a period of 1 year. However, MD JKRTC reserves right to terminate the contract during its currency without assigning any reason.

> Sd/-**Managing Director** JKRTC.

**General Manager (Adm) JKRTC** 







# **JAMMU & KASHMIR ROAD TRANSPORT CORPORATION**

REGIONAL HEADQUARTERS, M.A. ROAD SRINAGAR / RAILHEAD JAMMU Telephone: 01942-2470983 (S) /0191-2473245 (J) email: <u>jksrtc@gmail.com</u>

#### Sub:-E- Tender for empanelment of agencies for providing manpower (Drivers, Conductors, Security Guards and Data Entry Operators ) to JKRTC for 2025-27

### Period of Contract: - 2 (years) 2025-26 & 2026-27

Approx. Services required under below categories: -

- 1. Drivers 625
- 2. Conductors365
- 3. Security Guards060
- 4. Data Entry Operators 024

#### **Detailed Tender Document**

#### 1. General Qualification & Eligibility Criteria

#### a. General Qualification

Every tenderer shall have to full fill the following general conditions to be eligible for submitting its bid: -

- i. The bidder must be legally constituted Propriety Firm/ Partnership Firm/ Limited Company or Corporate Body Consortium who possess the required licenses, registration etc;
- ii. The bidder should be citizen of India and not less than 18 years of age, if the bid is submitted as an individual/ proprietor;
- iii. The bidder or any of bidder's partner should not be bankrupt / insolvent;
- iv. The bidder should have experience in providing various categories of Manpower to known Government Organizations of PSUs;
- v. The bidder or any bidder's partner(s) should not have been blacklisted by any Govt-Semi Govt. or any other Govt. institution. The bidder shall have to furnish self-declaration to this effect;
- vi. The bidder or any bidder's partner(s) should not have been convicted in any criminal case by any court of law;
- vii. Tender is not transferable to any other person or persons;
- viii. Conditional bids shall be out rightly rejected;
- ix. Tender document should carefully read and understand before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Any alternation, erasures or cuts or cuttings should by duly initiated by the authorized signatory;
- x. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. the bidder shall go through the details of the tender document and shall upload all the documents specified in technical or financial bids on website <u>www.jksrtc.co.in</u> / www.jktenders.gov.in, falling if any, shall not be revised later on;

#### b. Eligibility criteria( Technical Bid):

The J&K Road Transport Corporation of has laid down certain basic eligibility criteria for the Contractors within the provisions of appropriate law or laws, regulations and required demands of Manpower so as to participation of bidder in the tendering process. To technical qualify, the bidders must fulfill the under mentioned criteria:

- i. The tenderers will submit the self-attested photocopies of the following documents:
  - a. Ownership Registration Certificate of the Contractor;

- b. Photo copy of the Registration with ESI Department;
- c. PAN Number in the name of Registered Owner/ Firm& GST certificate;
- d. Registration with Service Tax Department;
- e. Registration with EPF Department;
- f. Self-attested copies of address proof of the authorized signatory. (Aadhaar);
- g. Signed copy of Terms and Conditions;

#### ii. The tenderer must also submit/deposit the following documents:

- a. Bank A/c of the tenderer duly attested by the Bank Authority whereupon is operated;
- b. Bank conduct certificate of the firm duly issued by Bank Authority under seal & Signature;
- c. GST/ Income tax clearance certificate certificates (2023-24 or latest, if issued) from Competent concerned authorities of UT of J&K or Central Govt;
- d. Tenderer must have to fill up the precise and accurate details as per Annexure C and shall sign the undertaking in the format given at Annexure A annexed thereto with the tender document;
- e. Affidavit attested by the First Class Magistrate to the effect that the tenderer has no past or present criminal record with the police / vigilance department within and outside the UT of his domicile;
- f. Affidavit duly attested by the First Class Magistrate to the effect that the tenderer or any of the partners or representative were never black listed by any Government Department/ Corporation.
- g. EMD for Rs 20.00 lacs from RBI scheduled Bank in the shape of DD/PO/CDR only.
- h. MSME certificate holder must furnish the MSMC /Udyam Registration Certificate in case seeking exemption from bid security;
- i. The Contractors are required to submit Bid Security Declaration Form (**Annexure-B**) instead of Earnest Money Deposit (EMD) in case the firm is MSME;
- j. MSMC certificate related to tendered services be submitted in support of claiming exemption in EMD.

#### iii. <u>Experience</u>

The Contractor must have at least 3 years of experience ending last day of month previous to the one in which applications are invited, in providing various categories of Manpower to known Government Department/Corporations/ Semi Government as on last date for submission of bids. In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

#### iv. Annual Average Turnover

- a. The Contractor must have a minimum average annual turnover of Rs.1.16 Crore/- (Rupees One Crore Sixteen Lac only) for services provided during last three years (2021-22,2022-23 and 2023-24) along with relevant Certificates. (Please enclose Audited Balance-Sheet or Certificate from the Charted Accountant).
- b. The business turnover / work-done for such services during last three years should be Rs. 3.48 Crore. In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- c. The Contractor should have valid and active Registration with GST and Income Tax Dept. (Enclose GST Registration Certificate with screen shot showing that the registration is active and PAN card).

d. Undertaking stating that the Service Provider has never been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time. (Enclose filled, signed &stamped Annexure-A)

#### v. Financial Bid

2.

- a. The financial Bid of only those tenders shall be opened who are declared to be technically qualified after evaluation of bids on the parameters Technical bid;
- b. The tenderer is mandatorily required to quote their rates for each category for both the regions;
- c. The tenderer is required to quote the percentage of service charge on minimum wages + Employer share of PF & ESI and shall include GST as applicable;
- d. The service charges shall only be quoted in the BOQ (excel file) on the prescribed Financial Bid Form annexed hereto.
- e. If tenderer quotes rates as Nill charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

#### Other Conditions related to submission and evaluation of Bids:

- i. Technical Bids or Financial Bids, which are incomplete in terms of required certificates / documents etc are liable to be rejected;
- ii. The bidder must not disclose the rates / percentage of service charge in the technical bid, doing this will result in technical disqualification;
- iii. The bids will be first evaluated on the parameters indicated in QR/ Technical. Financial bibs of such agencies/ tenders, who are declared to technically qualified, shall be opened;
- iv. J&K RTC determination of Contractor's responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not substantially be made responsive by the Contractor by correction of the non-conformity. All decisions by J&K RTC on the evaluation of bids will be final and binding on the Contractors and is not subject to any scrutiny.
- v. Conditional bids shall not be considered and will be rejected out rightly at the very first instance

#### 3. Earnest Money Deposit

- a. Tenderer must deposit an EMD of Rs 20.00 lacs in the shape of DD/PO/CDR only;
- b. EMD of the successful service provider may be adjusted towards performance security;
- c. EMD is liable to be forfeited in case successful tender withdraw his offer after filling the tender or after the acceptance of the offer or fails to enter into agreement or fails to remit the performance security within the specified time apart from black listing;
- d. EMD of unsuccessful tender shall be returned / released within 30 days after finalization of the contract with the successful service provider whichever is later.
- e. No interest shall be payable on Earnest Money under any circumstances.

#### 4. Volume of Work and Splitting of service quantity:

a. Since the volume of business is huge and any delay or shortfall in supply of manpower will lead to losses to the Corporation and as such, in order to mitigate uninterrupted supply of manpower, all the participant bidders shall be empanelled with the Corporation and the lowest quoted rates / wages shall be offered to all these participant bidders for supply of manpower to the Corporation. However, major portion of the work shall be supplied to the lowest bidder and the L1 bidder shall have no objection.

#### 5. Signing of Tender: -

a. The person signing the tender or any document forming part of tender on behalf of another or firm, shall be responsible to produce a proper attorney duly executed in his favor stating that he has

authority to bind such other person or Firm, as a case may be, in all matters pertaining to the contract otherwise the tender shall be rejected and EMD paid shall be forfeited;

b. The entire tender document must also be signed on each page by the authorized person of proprietor and should be page marked and stamped before scanning and uploading on <u>www.jksrtc.co.in</u> / www.jktenders.gov.in

#### 6. Opening of Tenders : -

- a. The Technical bid shall be opened in the office chamber of Managing Director JKRTC at the fixed venue, time and date indicated in NIT. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid;
- b. The tenderer technically qualified be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bid;
- c. In case of any change in the date/time or venue for opening of bids either, the same shall be notified separately.

#### 7. Rejection / disqualification of tenders: -

- a. The Managing Director J&K Road Transport Corporation reserves the right to reject any or all tenders without assigning any reason/reasons whatsoever. The decision of the tender opening committee in this regard shall be final and binding on the tenderer and cannot be called into question;
- b. Tenders which deviate from defined terms and condition are liable to rejected;
- c. Tenders not accompanied by all the schedules/Annexure intact and duly filled and signed are liable to be rejected.

#### 8. Period of Contract: -

- a. The contract shall remain in force for the period of two years from the date of the award or such later date as may be decided by the contract committee subject to periodic quarterly review by designated/ entrusted officer of Corporation of J&KRTC;
- b. The contract may be extended for a period of another six months or for next six months after review by the Corporation;
- c. MD, JKRTC reserve right to terminate the contract during currency without any reason.

#### 9. Termination of contract: -

- a. In case, if successful tenderer failed to deposit performance security (SD) amount within the prescribed period, the contract shall be forthwith liable for termination treating I as a breach of contract by the successful service provided with all legal/financial consequences;
- b. The contract may be terminated on the circumstances indicated below:
  - i. If the contractor fails, or if neglects to render any of the said services to the satisfaction of J&K RTC or if the contractor commits any breach of any obligations hereunder executed agreement, the agreement / contract can be terminated by J&K RTC without any notice to the Contractor. J&K RTC will be free to hire any other contractor at the RISK and COST of the Contractor/ Agency. In this scenario, the security deposit of the contractor can also be forfeited; and
  - ii. If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any affairs of its properties and assets, in that case EMD be also forfeited along with SD;
  - iii. May peruse clause 10 & 11 also

#### 10. Performance Security: -

- a. The successful tenderer shall furnish performance security equivalent to 10% of contract wages or Rs \_\_\_\_\_\_ within one month after award of contract;
- b. Performance security may be furnished in the form of DD/PO/CDR;
- c. The Earnest Money Deposit (EMD) of successful bidder may be adjusted against the performance security;
- d. Performance security shall be released 6 months after successful completion of contract.

#### 11. Subletting of Contract:-

- a. The Contractor shall not sublet or assign full or any part of contract to any individual or Firm or company, or corporation whatsoever be the reasons without intimation to JKRTC designated Authorities / without written and prior approval of Managing Director J&K RTC;
- a. The service provider shall not assign, transfer, pledge or sub-contract the services;
- b. The contract should only be executed by the successful tenderer during its currency period;

#### 12. Volume of Work/ Related Conditions: -

- a. J&K RTC has tentative (initial) requirement of 625 Drivers, and 365 Conductors and 60 Security Guards and 24 Data Entry Operators. There might be increase or decrease in services (manpower) under any category or categories during the currency of contract;
- b. The requirement of Drivers, Conductors, Security Guards, Data Entry Operators is tentative, may vary according to requirement of JKRTC from time to time.
- c. In case, if, there is any increase in requirement of manpower during currency of contract, the contractor without any objection necessarily shall have to make provide additional manpower under any such category or categories as and when demand of manpower arise out during the anytime contract.
- d. Contractor shall have to send the manpower (Drivers) to J&K RTC for assessment of the manpower's suitability for the job for which no payment will be made by J&K RTC. Before sending the manpower for assessment / driver test at J&K RTC, the Contractor will be required to send their bio-data to J&K RTC and if the same is acceptable to J&K RTC, the If the same are found to be suitable then only, the contractor / contractors shall depute him/her. In case the manpower provided by the contractor/ contractors is not acceptable, the Contractor has to provide alternative within 3 days;
- e. With regard to other categories other than drivers, the contractor shall have also to send full biodata with academic qualification and experience to JKRTC authorities for verification, before sending them to JK RTC for resumption of duties. The academic qualification shall be subject to verification;
- f. The service provider shall provide the requisite manpower along with details of Aadhaar card, physical fitness certificate / medical certificate and character certificate / police verification certificate;
- g. The service provider shall not replace the drivers / conductors / security guard / data entry operator on their own and shall compulsorily seek consent from JKRTC;
- h. In case the Contractor fails to provide manpower as per the requirement and if the agency fails to provide a substitute of the manpower within 48 hours, a financial liability of per day hiring charges of that person will be entailed along with operational losses suffered;
- i. In case the hired personnel fail to work satisfactorily or refuse to take up work allocated; the hired personnel will be dismissed after being given 7 days' notice;

- j. If hired personnel, does not report on time and has recurrence of this kind three times, the personnel will be dismissed.
- k. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason.

#### 13. Legal obligation / Liability of personal): -

- a. All persons employed by the contractor shall be engaged by him as own employees in all respect and all rights and liabilities under Workman Compensation Act or Employees Provident Fund Act and other applicable enactments, in respect of all such personal shall exclusively be that of successful service provider. The Service Provided shall be bound to indemnify the Corporation JKRTC against all the claims whatsoever in respect of his personals under the workman Act 1923 or any statuary modification thereof or otherwise in respect of any damage or compensation payable in consequence or any accident or injury sustained by any workmen or other person whether in employment of the Service Provider (contractor) or not;
- b. The contractor shall also comply with all Rules and Regulations /enactments made by the UT of J&K Government or Central Government from time to time pertaining to the contractor including all Labour Laws;
- c. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized, for non compliance of any of the legal requirements, the Contractor shall be responsible for the same and deal with its own level and costs.
- d. The contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above-mentioned jobs.
- e. The contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- f. The contractor will deposit the GST/PF/ESI with concerned authority as applicable and submit the documentary proof of same to the Corporation at the end of the month and the bills for next month shall be entertained only after submission of receipts of GST/PF/ESI.
- g. The contractor shall ensure that the payment of wages to the workmen employed by him, shall be made by cheque/RTGS/NEFT/Direct Transfer only, not in Cash and bank Statement to this effect shall be submitted before the office of D.A.O, JKRTC.
- h. Corporation shall have the right to check the implementation of Labour Welfare Laws and Rules made thereafter.
- i. All the workers employed by contractor shall be considered as employees of the Contractor and they shall not make any claim in respect of employment and or other service benefits from the Corporation in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the Contractor and the employees shall be entirely the dispute between them only. The Corporation shall not in any manner be a party to it. The Contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.

#### 14. Liability of Contractor for damages / losses suffered by Corporation -

a. The contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to contractor's or his employee's negligence and unworkman like performance of any service under this contract or breach of any terms of the contract or failure to carry out the work under contract and for all damages or losses occurred to the Corporation or in particular to any property belonging to the Corporation, due to any act, whether negligence or otherwise, of the contractor or his employees. The decision of the Managing Director J&K RTC regarding such failure of the contractor and their liability for losses etc suffered by the Corporation and the certification of such losses or damages, shall be final and will be binding on the contract; (Also see 15 h-i)

b. The contractor shall strictly observe the instructions issued by the Corporation implementing the contract from time to time. The JKRTC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's of the engaged personnel.

#### 15. General Terms & Conditions

- a. All statutory requirements/obligations like licenses, state approvals, NOCs, Tax payments, etc., will be the responsibility of the contractor. The contract will be initially valid for two years, which can be extended for a further period of one year on mutual consent and on the same terms & conditions.
- b. The successful Contractor has to enter into an agreement with JKRTC on the Non-judicial Stamp Paper of Rs.100/- with fifteen days from the issue of Work Order. Any delay, may render the Work Order null and void.
- c. The Contractors, who are given the Work Order, will start their operation the date specified in the work order, consequent to signing of agreement with J&K RTC and submission of the Security Deposit.
- d. The staff employed by the contractor for rendering the services as specified in the contract/agreement will be the employees of the contractor and will be on his/her pay-roll, and shall receive instructions from the contractor for their duties to be carried out by them and for the effective discharge of aforesaid duties and for the obligation to the contract.
- e. The contractor shall provide identity cards to the staff employed by him/her, which his employees shall wear while on duty or shall be produced on demand by the authority of the Institute designated for this purpose.
- f. It is primary responsibility of the contractor to ensure compliance of all Central/State/Local Bodies Statutory requirements covered under all the relevant Acts/Regulations/Rules. He /She shall keep the J&K RTC indemnified from the provisions of these Acts and Regulations, and omission, fault, breaches and/or any claims, demands, loss, injury and expenses to which the Institute may be put or involved as a result of the contractor's failure to fulfill any of the above obligations and/or under the said Acts, enactments, rules and regulations framed there under and/or status and/or any bylaws or rules any of them, J&K RTC shall be entitled to recover, any of such losses or expenses, which it may have to suffer or incur on account of such claims, demands, losses or injury, from the contractor's monthly payment or from the security deposits without prejudice to its any other right under law.
- g. While the workers of the contractor perform their duties (Scope of Work), it is to be ensured by contractor that no damage to any immovable or movable property is inflicted. That the contractor shall be responsible for any loss or damage to the properties of J&K RTC caused by any of the contractor's employees, or staff by theft or otherwise and for that the contractor shall reimburse to J&K RTC the value of such property as recommended by in-house committee constituted by JKRTC in this regard.
- h. The worker deputed by the contractor shall not be allowed to stay inside the campus beyond specified working hours. In case they are required beyond the specified working hours, the concerned officer of the Institute will intimate the same to Contractor in advance.

- i. In case the J&K RTC is being made party to any litigation by the employee of the manpower agency for any reason whatsoever, the manpower agency shall bear/ indemnify any cost incurred by the J&K RTC.
- j. The Service provider shall maintain all statutory Registers / IC Cards under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of J&K RTC or any other authority under law.
- k. The Service Provider's personnel shall not have any right to claim any Benefit/ compensation/ absorption/regularization of services with the J&K RTC under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- 1. J&K RTC will only be responsible for release of payment to the successful Contractor within 30 days from date of submission of valid invoice with enclosures such as bank statement showing debit of wages paid to deployed manpower, ECR and challan for deposit of ESI and EFP and Challan for deposit of GST. The invoice shall contain the following components:
- m. The service provider shall have no claim for any benefit / compensation/ absorption / regularization of his / her services in JKRTC under the provisions of any act.
- n. Any person who is in Government Service or an employee of PSU should not be made a partner to the contractor / deployed to JKRTC by the service provider.
- o. The Drivers & Conductors provided shall be responsible for upkeepment / cleaning of the vehicle on day to day basis and also shall maintain daily data with regard to vehicle such as log book, fuel records etc.
- p. The service provider shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, chewing of pans, smoking, loitering without work.
- q. Ticketless travelling detected against the Conductor provided by the service provider, the fine shall be imposed as per the rules of JKRTC against the agency.
- r. If the manpower provided by the agency or found absent from duty continuously without any replacement, JKRTC shall be at liberty to recover the losses incurred due to the absence of the staff from the service provider.
- s. In case of failure by the approved contractor to meet the demand or to provide suitable substitute well in time, JKRTC reserves the right to get the work done from open market to meet the shortfall at the risk and cost of the service provider.
- t. Contractor will not ask for any enhancement of approved rates during the period of the contract and it shall be his own responsibility to pay the wages, ESI, leave benefits, bonus, medical facilities etc. as applicable (as admissible under the relevant Acts) to his employees.

#### 16. Payment Terms:-

- a. The Contractor shall prefer his monthly bill, prepared on quoted / approved wages, to the concerned Unit Officer with whom service provided is attached;
- b. No other incentives, trip money etc, shall be paid to the hired drivers / conductors in addition to the quoted / approved wages.
- c. Payment to the contractor would be strictly on certification by the officer with whom person is attached that his service was satisfactory and that his attendance is as per the bill preferred by the Contractor;

- d. No wages/remuneration will be paid to any staff for the days for absence from duty. Projection w.r.t absentee personal, if any, made in the preferred wages bills shall deducted at source from the bills;
- e. The contractor shall append all such documents which deemed necessary for record and release of wages, framed / asked by the concerned designated officer/ unit Officer with whom the contractor remain attached during the contract;
- f. The contractor will deposit GST with the concerned authority as per rates applicable from time to time. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI and GST in evidence of his having made payments to these accounts;
- g. The Contractor shall prefer his bill after paying the wages to his workmen. Contractor shall also enclose copies of the receipts of payments of EPF, ESI and GST;
- h. In case there has to be made any payment to the workmen of the Contractor by the Corporation which otherwise is the responsibility of the Contractor, the same shall be adjusted against the Manpower amount deposited with the Corporation or either deducted from the payment due to the Contractor;
- i. In case the amount to be released to workers is not as per wage bill or contractor is not able to provide undisputed documentary proof in respect of following:
  - i. Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
  - ii. In case it is found that no amount of EPF & ESI has been deducted in respect of persons engaged by them by the Contractor, in-spite of having EPF A/c. No & ESI A/c No., in such cases amount of PF &ESI as per EPF Act & ESI Act will be deducted by J&K SRTC in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.
  - iii. GST as applicable as per Statutory Act within stipulated time. The amount in such cases will not be released & the decision of Competent Authority will be final in this case.
  - iv. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Contractor;
  - v. If J&K RTC suffers any losses or damage to the vehicles or any other property / asset on account of negligence, defaults or theft on the part of the personnel of the agency, the agency shall be liable to reimburse the pecuniary value of the loss, as decided by the J&K RTC. The agency shall keep J&K RTC fully indemnified against any such loss or damage. The value of loss shall be effected from the wages bill s or otherwise as decided by the competent authority of the corporation, as case may be;
  - vi. In case the Contractor fails to provide manpower as per the requirement and if the agency fails to provide a substitute of the manpower within 48 hours, a financial liability of per day hiring charges of that person will be entailed along with operational losses suffered.

#### 17. Agreement:-

a. The successful bidders have to enter into an agreement within the fifteen dasy from the award of contract, with JKRTC for providing requisite manpower on the terms & conditions of this tender. However, Managing Director JKRTC reserves right to incorporate any additional term & condition in the agreement found in the interest of the Corporation.

#### 18. Right Reserved by the Corporation

- a. The Managing Director Reserve the right either to accept or reject any tender without assigning any reason thereto including the lowest tender(s) and shall not bound to consider the tenderer for placement of order;
- b. The Corporation reserves the right to extend the period of the contract on the same terms and conditions till finalization of next tenders or can terminate the contract at any point of time by giving 15 days' notice to the service provide

#### 19. Responsiveness :-

The bidder shall be liable to respond to each and every clarification by the Corporation and nonresponsiveness towards the clarification of the Corporation shall be considered as no performance which may leads to the termination tender/contract;

#### 20. Insolvency :-

If at any stage it is found or brought into the notice of the Corporation JKRTC that the service provider declared insolvent or bankrupt by any financial institution, the Service Provider has dealing with it, the JKRTC shall have liberty to terminate the contras with the Firm without any prior corresponding/ notice in this behalf.

#### 21. Force Majeure

- a. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- b. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely J&K RTC and the Empanelled agency.
- c. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, J&K RTC shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

#### 22. Conciliation/ Arbitration

- a. If any dispute(s) or difference(s) of any kind whatsoever arises between the Parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Managing Director, J&K RTC.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences detailed above shall be referred to and settled as per Arbitration & Conciliation Act.
- c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the empanelled agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the empanelled agency shall not be withheld during arbitration proceedings.
- d. The venue of the arbitration shall be J&K jurisdiction. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

Managing Director JKRTC.

#### Annexure-A

#### (ON LETTER HEAD OF THE CONTRACTOR)

# **UNDERTAKING**

With respect my/our bid submitted against NIT No. \_\_\_\_\_\_ dated \_\_\_\_\_, I / We \_\_\_\_\_\_ Partner / Sole Proprietor (Strike out which is not applicable) of (Name & Address of Firm) \_\_\_\_\_\_ to hereby declare and solemnly affirm: -

- a. That the individual/ firm/ Agency is /are not debarred or black-listed by any department of the Union Govt./State Government or any Autonomous Institute.
- b. That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt. or Autonomous Institute.
- c. That the terms and conditions of NITare acceptable to me/ us. I/We will abide by them in Letter and spirit.

d. That I/ We will provide Total Facility Management Services in the stipulated period. E. That no partner or shareholder, directly or indirectly is connected/related to any employee working in the J&K RTC.

I/ We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein. We understand that in case the information provided by us found to be false/ incomplete at any stage, our bid / empanelment will be liable to be cancelled / terminated and attract appropriate action.

Date: \_\_\_\_\_\_
Place: \_\_\_\_\_

STAMP & SIGNATURE OF THE CONTRACTOR

#### Annexure **B**

Bid Security Declaration Form On the letter head of the firm

To,

The Financial Advisor/Chief Accounts Officer

JKRTC, Srinagar / Jammu.

Dear Sir,

I/We, the undersigned declare that: I/We understand that bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with J&K RTC for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity:

i. fail or reuse to execute the contract, if required, or

- ii. fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Contractors.
- c. If the Contractor is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Contractor, upon the earlier of

i. the receipt of your notification of the name of the successful Contractor; or ii. Thirty days after the expiration of the validity of my/our Bid.

Date:

Place: \_\_\_\_\_

STAMP & SIGNATURE OF THE CONTRACTOR

#### Annexure "C"

# TECHNICAL BID DOCUMENT OF AGENCY FOR PROVIDING MANPOWER SERVICES TO J&K RTC

(To be filled by Contractors with supporting documents)

S.No	General Particulars of the agency	Details to be filled up by the contractor
1.	Name of the firm	
2	Whether Proprietary Firm, Partnership Firm of	
	Limited Company, Cooperative or any other (may	
	enclose copy of Memorandum/ Articles	
	of Association / Certificate of Incorporation)	
2.	Address of the head office/ Branch office of	
	Firm/tenderer (as per Aadhaar copy Tenderer to be	
	enclosed)	
	Address of the firm	
	a. House. No / Street No, if any	
	b. Village / District	
	c. State/ UT	
	d. Pin Code	
	e. Phone No- Cell No	
	f. E-mail ID Name & address of the	
	proprietor/partners/Managing Director	
4.	Name of DSC holder authorized by the firm	
5.	Contact Person's (Authorised)	
	a. Name & Designation	
	b. Tel. No. Landline	
	c. Email ID	
	d. Mobile e. Fax	
6.	Earnest Money Deposit details	
0.	a. CDR/FDR	
	b. Amount inRs	
	c. Date	
	d. Name of Bank	
7.	GST number of the Contractor	
8.	Permanent Account Number (PAN) of the	
	Contractor	
9.	Provident Fund Registration Number of the	
	Contractor	
10.	Employees State Insurance (ESI) Number of	
	the Contractor	
11.	Registration Number of the Contractor under	
-	Contract Worker (Regulation & Abolition) Act,	

	Details of Bank Account No along with name	
	of Bank/ Branch	
	Turn Over of the Firm during last three years	
	b. F.Y. 2021-22	
	c. F.y. 2022-23	
	d. F.Y. 2023-24	
	In support : Enclose audited Balance Sheet or	
	certificate from the Chartered	
	Accountant	
13.	Undertaking stating that the Contractor	
	has never been black listed by any	
	Central Government	
	Departments/State Government/Statutory	
	bodies/ Autonomous bodies/PSUs /Private	
	Sector	
15.	Bank Solvency Certificate of the firm	
16.	Last Income Tax Return Certificate issued by	
	the Income Tax Department.	
	Last GST clearance certificate from	
	commercial Department	

## STAMP & SIGNATURE OF THE CONTRACTOR



NIT No. Dated :- .....

#### FINANCIAL BID

(This is sample Financial Bid. For quoting rate Financial Bid/ BoQ in Excel file format has been provided separately. Please use excel sheet to upload and Contractors must NOT disclose rates in Technical Bid. Disclosing rate along with technical bid will result in cancellation of the tender)

S.no	Description	Rate
1.	Wages	Driver: Rs/m Conductor: Rs/m Security Guard: Rs/m DEO Rs/m
2.	EPF Employer Share (Rate as per govt. norms)	Rs
3.	ESI Employer Share (Rate as per govt. norms)	Rs
4.	Total (1+2+3)	Rs
5.	GST as applicable extra on total of Sr. 4.	%

Dated: \_\_\_\_/2025Signature with Stamp

Full Name:.....

Address:....

