

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
(OFFICE OF THE CENTRAL PROJECT COORDINATOR)

Short Term Tender Notice for Manpower for e-Sewa Kendra

Tender No: HC/JK/08/2024

Dated: 13.12.2024

On behalf of the Registrar General, High Court of J&K and Ladakh, sealed tenders are invited from any registered firm/company/entity for providing 29 number of persons, with the minimum qualification detailed below, for running e-Sewa Kendra's in various districts of UTs of J&K and Ladakh for a period of 12 months from January 2025 to December 2025 or as may be extended or revoked as per the terms and stipulations detailed below. Tentative cost of the contract is **52,20,000/** (Fifty-two lakh and Twenty Thousand). Tenders can be submitted online on official email: **cpc-jk.lhc@aij.gov.in** and the hard copy of the same along with EMD of Rs.1,04,400/ (One Lakh Four Thousand and Four Hundred) shall be submitted in the office of Central Project Co-ordinator (CPC, eCourts), at Srinagar/Jammu through registered post/speed post by or before 23-12-2024. The tender shall close on **23-12-2024 at 11am**. Technical bid will be opened on **24th December, 2024 at 11:30am** sharp.

Complete tender document can be downloaded from the official website i.e <http://jkhighcourt.nic.in>. Tender fee of Rs.1000/ must be paid through Demand Draft in favour of *Registrar General, High Court of J&K and Ladakh* payable at Jammu/Srinagar and the draft must be enclosed with the tender document which shall be non-refundable.

A. GENERAL TERMS AND CONDITIONS:

The terms and conditions must be satisfied by the bidder for the manpower to be provided for running e-Sewa Kendras:

1. The firm/company must ensure that each person to be provided has the minimum qualification of 12th pass and possesses proper working knowledge of computer (*6 months Computer Course Certificate*) and must not be below the age of 18 years, or unfit for public sector undertaking, or previously convicted of any offence involving moral turpitude.
2. The firm/ company shall ensure that the staff provided performs the duties properly to the satisfaction of the procurer/court in e-Sewa Kendras.
3. The firm/company in whose favour tender is allotted shall be responsible for the regulation of the conduct and behaviour of the staff to be provided

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and there shall be no direct contract between such person provided by the bidder and the Intending Department except to monitor the discharge of assigned duties as per prevalent norms and requirement of the office.

4. That the outsourced firm/company/entity shall be responsible to pay the legitimate contractual amount to the staff/manpower so provided and no such person can claim any direct right for salary/honorarium/consolidated sum from the Intending Department.
5. That the bidder company/firm/entity can negotiate regarding the monthly contractual amount to be paid for each of the persons subject to the maximum limit as authorised by norms applicable to the instant contract which sum shall be inclusive of all taxes, or other charges.
6. That the bidder can before submitting the bids approach the office of CPC, eCourts at Srinagar/Jammu for any clarification. The bidder shall clearly quote (both in words and numbers) the legitimate monthly wages per staff offered to be provided including all charges, taxes etc.
7. That there shall be no contractual relationship between the Intending Department and the persons/staff provided through the outsourced company nor the same shall be treated as employees of the Intending Department or lay any claim for any service benefits including for continuation of the contract beyond the period of its expiry, revocation or withdrawal, or cancellation.
8. That the outsourced company shall obtain an attendance from the competent authority of the concerned District Courts of UTs of J&K and Ladakh where staff is deployed to ensure that the staff deployed attends the duties regularly as per norms.
9. That the staff shall observe punctuality, discipline and conduct like public servants and deal with all the stakeholders and other staff members in a civilised manner to promote cordial and amiable culture at the work place.
10. That the outsourced company shall ensure that the staff provided attend their duties properly and don't remain absent except against proper leave admissible as per norms applicable. Should there be any continuous dereliction in the duties of a particular staff provided, the outsourced agency shall provide its substitute within one week's time on receiving request from the concerned competent authority.
11. That the contractual period can be unilaterally either revoked or shortened or extended by the intending department on the same or modified terms

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and conditions and the company/firm cannot claim any right of continuation or extension of contract or raise objection as to its earlier termination. However, the termination of the contract shall be done after 15 days prior notice.

12. Should there be any deficiency in the working of the manpower/persons provided by the outsourced company/firm or there is any loss due to such persons, the liability shall be fixed and loss, if any, shall be recovered from the outsourced company.
13. The contract shall be for a period up to ending 31-12-2025, which may be either extended or revoked before that date or cancelled per the terms and conditions stated above. Should there be any malpractice on the part of such person engaged including indulging in illegal or corrupt practices, such person shall be forthwith removed and the outsourced company shall replace the same immediately to avoid any inconvenience in the office. Further, if any staff member is not found fit by the Intending department/court, the outsourced agency shall be responsible to replace him/her forthwith latest by 15 days' time.
14. That the working hours of the office shall be normally from 9:00 am to 5:30PM (8 ½ hrs) with half an hour break or there may be some change in timing from time to time.
15. That the outsourcing agency must provide staff having clean and clear antecedents and should not have been involved in any subversive or anti national activity and for this purpose, the outsourced agency must maintain character roll of the staff.
16. That the outsourced agency shall ensure that no damage is caused to any public property placed in charge of such staff member or existing in the premises of such establishment.
17. That on the expiry of the contract, the outsourced agency shall withdraw its manpower and pay off the dues to the staff as well as penalty, if any, due from the agency.
18. The details of the locations/e-Sewa Kendra for which the manpower is required, is furnished in **Annexure-III** to this document.

B. EARNEST MONEY DEPOSIT

An Earnest Money Deposit (EMD) should be submitted in the Technical Bid of the tender, without which the tender shall be invalid. The amount of EMD

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will be Rs.1,04,400.00 (One Lakh Four Thousand Four Hundred), payable in the form of Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of "**Registrar General, High Court of J&K and Ladakh**" payable at High Court of J&K and Ladakh.

In case of unsuccessful bidder, the EMD will be refunded to them against written application without any interest accrued thereon at the earliest and after the acceptance of the contract by the successful bidder.

In case of successful bidder, after acceptance of the work order, the EMD shall be refunded on receipt of the Performance Bank Guarantee (PBG) of the amount 5% of the total contract value (2,61,000.00) from any nationalized / scheduled commercial bank, drawn in favour of "Registrar General, High Court of J&K and Ladakh" enforceable at Jammu / Srinagar for safeguarding the interest in all respects.

The PBG shall remain valid for the period of the contract (i.e. 12 months from January 2025 to December 2025) with additional 30 days for claim lodgement. The PBG will be forfeited in case of non-fulfilment of any of the terms & conditions of the contract and for compensating any loss suffered.

C. TYPES OF BIDS TO BE SUBMITTED:

The bidders are required to submit two types of sealed bids on the letter head of the bidder/s in the prescribed formats (**Annexure-I**), annexed with this document, along with necessary and supportive documents such as:

1. The first Sealed bid superscripted with "**TECHNICAL BID**" which should contain the following along with their list: -

- a. Tender documents fee of Rs.1000/.
- b. Earnest Money Deposit (EMD) of Rs.1,04,400/.
- c. Mandatory Documents such as:
 - i) Registration certificate of the firm/company/entity;
 - ii) Trade Licence;
 - iii) Annual turnover Certificate of last or last to last financial year of the firm/entity/company duly certified by Chartered accountant;
 - iv) Not blacklisted certificate in the form of affidavit;
 - v) Service Tax registration number;
 - vi) Labour Licence issued by competent authority;
 - vii) Experience Certificate;
 - viii) Proof of office address (Electricity / Telephone Bill)

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ix) Details of bank account of the firm/Company. A cancelled cheque of the account to be enclosed.

2. The second sealed bid should be superscripted with "FINANCIAL BID" quoting the monthly wages/charges per staff member provided inclusive of all taxes. The format of Financial Bid to be submitted on the letterhead of the bidder is given as at **ANNEXURE-II**.

The Technical and Financial bids should be placed in a large sealed envelope which should be superscripted with "Tender for Providing Manpower Services on Outsourcing Basis at all the District Court Complexes of UTs of J&K and Ladakh" and should be addressed to CPC eCourts, High Court of J&K and Ladakh (Jammu/Srinagar).

D. BID OPENING AND EVALUATION

All the bids will be opened and evaluated as per standard procedure and time, date and place as mentioned above by a committee constituted/ to be constituted by the competent authority of High Court of J&K and Ladakh in the presence of the participating bidders, if any. Only one authorized representative from each bidder will be allowed to attend the bid opening and evaluation process on submission of the authorization letter.

In case the date fixed for opening of bids is subsequently declared as holiday by the government or the office remains closed on that day for any other reason, the bids will be opened on next working day, the time and venue remaining unaltered. The committee will open and evaluate the 'Technical Bids' of the bidders.

The 'Financial Bids' of only those bidders who qualify in the 'Technical Bids' shall be opened. In case of a tie in the Financial Bid, the lowest bidder will be selected on the basis of the following conditions in sequence: -

- a. Numbers of years of experience;
- b. Annual turnover during the last financial year or last to last financial year;
- c. Number of manpower outsourced at present.

The competent authority of High Court of J&K and Ladakh reserves the right to disqualify any or all the bids without assigning any reasons thereof.

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E. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a contract with the High Court of J&K and Ladakh within 7(seven) days of the award of the contract or within such extended time period as may be specified. The contract will be for a period of 12 (Twelve) months which will be initially in force w. e. f. 01-01-2025 to 31-12-2025. The contract may be extended for further period depending upon the requirement and performance of the agency/service provider and same will be purely on discretion of the competent authority of High Court of J&K and Ladakh.

F. PENALTY FOR NON-PERFORMANCE OF THE CONTRACT

There will be a levy of an appropriate penalty upon the agency/service provider for non-performance of the contract and violation of any terms & conditions of the contract. The extent and amount of penalty will be decided by the competent authority of High Court of J&K and Ladakh which will be binding upon the bidder.

G. PAYMENT TERMS

Once the work is allotted to any successful bidder, the entire amount equivalent to the value of the contract as finalised shall be paid to the successful bidder subject to furnishing of Bank Guarantee of the equivalent amount in the name of *Registrar General, High Court of J&K and Ladakh* and if the contract is cancelled or revoked before the expiry of the same, after the release of such amount, the bidder shall be duty-bound to pay back the released payment amount forthwith to the Intending Department or else the Intending Department will get a vested right to encash the Bank Guarantee for the sum remaining due against the bidder.

H. AMENDMENTS AND WITHDRAWAL OF TENDER DOCUMENTS

The competent authority of High Court of J&K and Ladakh reserves all the rights for the amendment & withdrawal of the tender documents. The amendment & withdrawal of the tender documents may be done by issuing

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corrigendum/addendum. Any corrigendum/addendum issued in this regard will be intimated through proper notice by email or otherwise.

S. No	Position	Rates to be furnished	Minimum qualification from recognised institute/university	Experience	Duties and responsibilities
1	Operator e-Sewa Kendra	Per person	10+2 with 6-month basic Computer Course Certificate.	Should be well conversant with Urdu/Hindi and one local language and must have experience of 6 months in operating computer.	To work as operator in E-Sewa Kendra and discharge all duties as may be assigned from time to time including e-filing, video-conferencing, furnishing information to litigants, lawyers etc. Such staff may also discharge such duties which may be assigned by the competent authority from time to time.

Fayaz Ahmad Qureshi

Fayaz Ahmad Qureshi
Central Project Coordinator, eCourts
High Court of J&K and Ladakh

ANNEXURE-I (FORMAT OF TECHNICAL BID)
(To be submitted on letterhead of the firm)

To:

Registrar General,
High Court of J&K and Ladakh,
Jammu/Srinagar.

Sub: Submission of Technical Bid for providing manpower services on outsourcing basis.

Ref: Your Tender No. HC/JK/08/2024, dated:11.12.2024

Sir,

With response to your tender mentioned above, the technical bid of our firm to provide manpower service on outsourcing basis in **all the District Court Complexes of UT of J&K and UT of Ladakh**, is submitted herewith along with the following mandatory documents as mentioned in the tender documents:

SL NO.	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (Tick YES/NO)		Ref. Page No.	RELEVANT DETAILS	REMARKS
		YES	NO			
01	Tender Document fee	YES	NO		DD No: Date: Bank Name: Amount: Rs 1,000/- In Favour of: Registrar General, High Court of J&K and Ladakh- Main A/C Payable at: High Court of J&K and Ladakh (Jammu/Srinagar)	
02	Earnest Money Deposit (EMD)	YES	NO		DD No: Date: Bank Name: Amount: Rs 1,04,400/- In Favour of: Registrar General, High Court of J&K and Ladakh- Main A/C Payable at: High Court of J&K and Ladakh (Jammu/Srinagar)	
03	Experience certificate of similar work done.	YES	NO			
04	Registration certificate of the firm/company/entity	YES	NO			
05	Proof of office address (telephone bill, electricity bill etc.)	YES	NO			
06	Trade license.	YES	NO			

07	Labour license.	YES	NO			
08	Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.	YES	NO			
09	PAN Card	YES	NO			
10	Service Tax Registration Number.	YES	NO			
11	Annual turnover certificate of last or last to last financial year duly certified by the Chartered Accountants	YES	NO			
12	Not blacklisted certificate in the form of affidavit.	YES	NO			

Thanking you,

Yours faithfully,

Name and Signature of authorized signatory

Date:-

(Seal of the firm)

ANNEXURE-II (FORMAT OF FINANCIAL BID)
(To be submitted on letterhead of the firm)

To:

Registrar General,
High Court of J&K and Ladakh,
Jammu/Srinagar.

Sub: Submission of Financial Bid for providing manpower services on outsourcing basis.

Ref: Your Tender No. HC/JK/08/2024, dated:11.12.2024

Sir,

With response to your tender mentioned above, our firm will be pleased to provide the manpower service on outsourcing basis in **all the District Court Complexes of UT of J&K and UT of Ladakh**. Our quote for wages for per staff/employee (inclusive of all taxes) as under:

Wages per staff/ employee (in both figure and words)	Remarks

Thanking You,

Yours faithfully,

Name and Signature of authorized

Signatory Date: -

(Seal of the firm)

ANNEXURE-III (LOCATIONS OF eSEWA KENDRA)

S.No.	Locations of eSewa Kendra	No. of persons engaged
1	Srinagar wing of the High Court	1
2	Jammu wing of the High Court	1
3	District Court Complex Srinagar	3
4	District Court Complex Budgam	1
5	District Court Complex Ganderbal	1
6	District Court Complex Baramulla	1
7	Taluka Court Complex Handwara	1
8	District Court Complex Kupwara	1
9	District Court Complex Bandipora	1
10	District Court Complex Anantnag	1
11	District Court Complex Kulgam	1
12	District Court Complex Pulwama	1
13	District Court Complex Shopian	1
14	District Court Complex Jammu	3
15	District Court Complex Udhampur	1
16	District Court Complex Samba	1
17	District Court Complex Kathua	1
18	District Court Complex Rajouri	1
19	District Court Complex Poonch	1
20	District Court Complex Bhandarwah	1
21	District Court Complex Ramban	1
22	District Court Complex Kishtwar	1
23	District Court Complex Reasi	1
24	District Court Complex Leh	1
25	District Court Complex Kargil	1

Handwritten signature and date:
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