

## **OFFICE OF THE CANTONMENT BOARD FEROREPUR**

1. Name of work : Providing Manpower for conservancy / other services in Cantt Board Ferozepur
2. Tender Notice Number : FCB/ADM/2017/172 dated 18.07.2017
3. Date of start of sale/download tender documents : 19.07.2017
4. Tender submission start date : 19.07.2017
5. Tender submission closing date : 02.08.2017 upto 1800 hours
6. Technical Bid opening date : 04.08.2017 at 1000 hours
7. Cost of tender form : Nil
8. Estimate cost of work : Rs. 3.00 Crore  
(Appx. May be increase or decrease upto any extent)
9. Earnest money : Rs 6.00 Lac
10. Security deposit : Rs.15.00 Lac
11. Validation of rates of tender : One Year from the date of commencement of the contract

**Om Pal Singh, IDES**  
Chief Executive Officer  
Cantonment Board  
Ferozepur

FEROZEPUR CANTONMENT BOARD(PUNJAB)

e-TENDER NOTICE

For and on behalf of Cantonment Board, Ferozpur, e- tenders on double bid system are invited from the reputed firms/ contractors/ registered firms of appropriate category regd. with any govt. department for Providing Manpower for conservancy / other services in Cantt Board, Ferozpur. Estimated cost – Rs 3.00 Crore , EMD = Rs 6.00 Lac. Tenders will be uploaded on 19.7.2017 and technical bids will be submitted upto 1800 hours on 02.08.2017, the same will be opened on 04.8.2017 at 1000 hours. For further details contact Cantt Board office, Ferozpur and also visit us at [www.cbzr.org](http://www.cbzr.org). or [www.eprocure.gov.in](http://www.eprocure.gov.in)

No.FCB/ADM/2017/172  
Office of the Cantonment Board,  
Ferozpur,(Pin-152 001), Punjab.  
Dated,the 18. 07.2017

Sd/-  
Chief Executive Officer  
Ferozpur  
**(Om Pal Singh, IDES)**

## **SCOPE OF WORK**

### **A. Scope of Services of 225 Numbers of Conservancy Staff**

The above staff will be deployed for Sweeping/Cleaning of Roads, drains and door to door collection in Cantonment Area of Ferozepur. Works to be carried out as per this contract are:-

Working Hours (8 Hours) 0600 hours to 1100 hours & 1400 hours to 1700 hours or as directed by the Chief Executive Officer, Cantonment Board, Ferozepur.

- a. **Lane & Road Sweeping:-** In the entire Wards (i.e. Ward No.1, 2, 3, 4, 5, 6, 7 & 8), all private Ahattas, Bazars & ground in Ferozepur Cantonment Area and in all other related Areas such as Roads, By-lanes, open vacant places daily, on all Seven Days;
- b. **Drains:-** Cleaning of all drains daily and to ensure that no drain/nallah is found in clogged/choked condition any time during the contract;
- c. **Garbage:-** Collect all garbage (Biodegradable & Non-Biodegradable separately) from individual Houses, Lanes, Roads and open places to the designated points/dustbins daily at least once or more times as per requirement as per the norms of Municipal Solid Waste Management and Handling Rule, 2016;
- d. **Group Latrines/Urinals:-** Cleaning/Scrubbing of all group latrines in the subject area at least twice a day or more times as per requirements. Inside seats to be cleaned daily, watch and ward of all assets inside the Group Latrines ;
- e. **Door to Door rubbish collection:-** Work place: Ward No.1, 2, 3, 4, 5, 6, 7 & 8 and All private Ahattas, Bazars & ground in Ferozepur Cantonment Area and in all other related Areas such as Roads, By-lanes, open vacant places;

### **B. Scope of Services of 6 Numbers of other staff**

The above staff will be deployed in engineering section as skilled/ unskilled worker to work as Street Light Supervisor , Electrician , Carpenter, Plumber, Assistants and Labour etc.

*Note:- CEO/ Board may increase or decrease the numbers of staff for above noted jobs/ works according to the requisition.*

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### **Other conditions:-**

- i) If large number of complaints are received in the Office of the Cantonment Board, Ferozepur, the Chief Executive Officer, Cantonment Board, Ferozepur may at its discretion withhold payment and impose penalty at the rate of Rs.10,000/- per day;
- ii) The contractor will have to maintain a daily record showing deployment of his staff ;
- iii) The contractor has to forward attendance of labours/workers engaged in the prescribed register/form of Labour Commissioner;

- iv) New approved residences or other units - Any new residential or other units or areas may be added to the collection programme. The Board will supply contractor in writing with specific address of new residence, units or areas to be added for the collection of garbage;
- v) Daily attendance sheet of Labour/Workers engaged and their scanning's A/c numbers;
- vi) ESIC & EPF details with account numbers of Labour/Workers engaged as well as details of contributions every month be provided to the Office;
- vii) All payments of wages to Labour/Workers/Staff by the contractor shall be made into their bank accounts only and payment to the contractor shall be released only after he provides proof of the same;
- viii) The contractor shall ensure that staff deployed shall do proper segregation of waste as per direction of CB Officials
- ix) The contractor shall have to establish one office in Ferozpur to manage/monitor the overall work at his own cost.

**Description of work for conservancy staff deputed in Ward No. 1, 2, 3, 4, 5, 6, 7 & 8**

The contractor shall ensure that staff deployed for conservancy services shall do

- a. Cleaning of Roads, drains, private Ahattas (Colony), vacant lands, twice daily and keep the drains clean. To clean nallahs, drains falling in the area including silt, cow dung and other waste and put them in prescribed dustbins and collection point duly segregated into biodegradable and non-biodegradable;
- b. Cleaning of public toilets twice daily and spraying of disinfectants;
- c. Door to door collection of house hold waste duly segregated, in red and green containers for non-biodegradable and biodegradable waste respectively.

**Description of work for other skilled/unskilled staff deputed in Engineering Section**

- d. The contractor shall ensure that other skilled/unskilled staff deputed in Engineering Section staff shall do the engineering work as per directions of SDE/JE.

**Om Pal Singh, IDES**  
Chief Executive Officer  
Cantonment Board  
Ferozpur

**1. Eligibility criteria for Bidder/Tenderer:-**

Following conditions must be fulfilled by the bidder/tenderer. The required details and supporting documents in this regard should be submitted along with the form for Technical bid (Tender Form– ‘A’). All the documents should be numbered and enclosed as annexure with the technical bid.

- i) The applicant Contractor/Agency should have requisite experience, Average Annual Turnover, solvency or Financially soundness and working capital as per details given below in the table ;

Sl. No.	Tender Amt	Past experience of completed Providing Man Power works in last 5 years	Financial soundness
1	3.00 Crore	a. Three works each costing not less than Rs.1.20 Crores. or Two works each costing not less than Rs.1.50 Crores. or One work costing not less than Rs.2.40 Crores. and b. Average annual turnover for last two consecutive financial years shall not be less than Rs.3.00 Crores.	a. Solvent upto Rs.1.00 Crore. or Financially sound for engagement upto Rs.3.00 Crores. and b. Working capital not less than Rs.60 Lacs.

***Note: The contracting agency must have an experience for Providing Man Power work for conservancy services or sanitation services or other services of unskilled manpower duly signed by the competent authority***

- ii) The agency should possess / have the following documents ;

S No.	Documents
a.	working experience of related work as specified above
b.	EPF & ESIC registration
c.	Valid Labour Licence
d.	Demand Draft or RTGS/NEFT transaction receipt or Cantt Fund receipt for Earnest Money Deposit amounting to 2% of the estimated cost
e.	Pan Card
f.	Registration/enrollment certificate with C.P.W.D., P.W.D., M.E.S., Railway, Municipal Council or any of the Govt. department (Central/Province) etc.`
g	Registration of GST.
h	Copy of ISO certificate of the agency/ firm

i	Registration with Commissioner, Employees Provident Fund, ESI Corporation and Valid Labour License if applicable/required as per rules
j	Authority letter (In case documents signed by the authorized representative).
k.	Undertaking by the agency (In affidavit from on non judicial stamp paper worth Rs.50.00/- only) as per Annexure (III).
l.	Form of Company/Agency information as per Annexure (IV )
m	Registration under the contract Act ( Regulation & abolition ) Act 1970 if applicable/required.

*Note: The Cantonment Board, Ferozepur reserves the right to relax all or any of the aforementioned conditions for healthy participations/competition in the bidding process in the interest of Organization, if adequate numbers of bids*

**Om Pal Singh, IDES**  
Chief Executive Officer  
Cantonment Board  
Ferozepur

## **INSTRUCTIONS FOR BIDDER**

1. Please download this document and read carefully.
2. Sign all the annexure at the space provided for signature.
3. After signing all the pages, scan them with the sequence as per page number given at below right corner.
4. Also scan all the supporting documents.
5. All the supporting documents should be self attested.
6. Create a pdf file of scanned pages.
7. Login to [www.eprocure.gov.in](http://www.eprocure.gov.in).
8. Open the tender.
9. All figures should be mentioned in words also.
10. Upload the pdf file properly signed by the bidder or his authorized representative.

## **DOCUMENTS TO BE SUBMITTED WITH THE TENDER FORM**

S No.	Documents
a.	working experience of related work as specified above
b.	EPF & ESIC registration
c.	Valid Labour Licence
d.	Demand Draft or RTGS/NEFT transaction receipt or Cantt Fund receipt for Earnest Money Deposit amounting to 2% of the estimated cost
e.	Pan Card
f.	Registration/enrollment certificate with C.P.W.D., P.W.D., M.E.S., Railway, Municipal Council or any of the Govt. department (Central/Province) etc.`
g	Registration of GST.
h	Copy of ISO certificate of the agency/ firm
i	Registration with Commissioner, Employees Provident Fund, ESI Corporation and Valid Labour License if applicable/required as per rules
j	Authority letter (In case documents signed by the authorized representative).
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**Please Note**

(A) Technical bid not accompanied with above mentioned documents are liable to be rejected.

**GENERAL INFORMATION**

- k. The Estimated cost of tender is approximate and is liable to vary.
- l. The Tender is of two bid system. Soft copy of both technical bid (Part-A) and financial bid (Part-B) may be viewed on the website [www.eprocure.gov.in](http://www.eprocure.gov.in) from the date and time mentioned above.
- m. Online bid must be accompanied with soft copy of documents/certificates as mentioned below:-
  - a. Copy of Demand Draft or RTGS/NEFT transaction receipt or Cantt Fund receipt for Earnest Money Deposit amounting to 2% of the estimated cost.
  - b. Copy of Pan Card.
  - c. Income Tax Return for last three years.
  - d. Experience certificate for Providing Man Power work for conservancy services or sanitation services or other services of unskilled manpower duly signed by the competent authority as per requirement mentioned in Annexure (I).
  - e. Bank Solvency or Financial Soundness as per Format mentioned at Annexure (II) for financial limits/requirement mentioned in Annexure (I).
  - f. Registration/enrollment certificate with C.P.W.D., P.W.D., M.E.S., Railway, Municipal Council or any of the Govt. department (Central/Province) etc.
  - g. Registration of GST.
  - h. Copy of ISO certificate of the agency/ firm.
  - i. Registration with Commissioner, Employees Provident Fund, ESI Corporation and Valid Labour License if applicable/required as per rules.
  - j. Authority letter (In case documents signed by the authorized representative).
  - k. Undertaking by the agency (In affidavit from on non judicial stamp paper worth Rs.50.00/-only) as per Annexure (III).
  - l. Form of Company/Agency information as per Annexure (IV).
  - m. Registration under the contract Act (Regulation & abolition) Act 1970 if applicable/required.

*Note: The Cantonment Board, Ferozpur reserves the right to relax all or any of the aforementioned conditions for healthy participations/competition in the bidding process in the interest of Organization, if adequate numbers of bids are not received.*

**Please Note:-**

- a) All the above mentioned documents should be uploaded with bid otherwise bid shall not be opened and will be treated as cancelled as a whole.
- b) If Earnest Money is deposited through Demand Draft-

Both the demand drafts in original in respect of EMD and Cost of Tender Form as mentioned above should reach this office on following address on or before time and date mentioned for opening of Technical Bids.



**“Office of the Cantonment Board,  
83, jhoke road,  
Ferozpur Cantt- 152001”**

- c) If Earnest Money is deposited through RTGS/NEFT-  
The payment through RTGS/NEFT should be credited in the account of this office at mentioned Account No. else the tender shall be treated as rejected. The details of RTGS/NEFT is given below-

Name	Chief Executive Officer
Account Number	50100072220869
Bank	HDFC
Brach	Basti Tankan Wali, Ferozpur-152001 (Punjab)
IFSC Code	HDFC 0002783

- d) All the documents/certificates should be self attested.
- l. The Cantonment Board/CEO reserve the right to reject or accept any tender without assigning any reason thereof.
- m. Financial bid (Part-B) will be opened only of eligible bidders who upload technical bid (Part-A) with requisite documents as mentioned above.
- n. E-tender may be downloaded from the website [www.eprocure.gov.in](http://www.eprocure.gov.in) from the date and time mentioned above. Online bid may be submitted from the date and time mentioned above. Technical evaluation of e-tenders shall be started on the date and time mentioned above and financial bid of those bidders who found eligible shall be opened thereafter or will be communicated to all the stakeholder/ contractor/firm who desires to participate in e-tender are advised to electronically register themselves on the said website from which they would require to obtain class-III digital certificate (if already not obtained) from the certified agencies, authorized under Government of India and get conversant with the process of online submission of tender well in time so as to submit the tender by the due dead line. No request for extension of the due date of tender opening on the above ground will be entertained. The process of participating in the online tender may also be seen at our website [www.cbfzr.org](http://www.cbfzr.org).
- o. A tenderer shall be deemed to have full knowledge of all relevant documents working conditions and such other conditions which effect entire work.
- p. The submission of tender by tenderer implies that he has read, understood and agreed to abide by all the conditions stipulated in the tender documents which will form Part and parcel of contract agreement to be executed between the Cantonment Board, Ferozpur and successful tenderer.
- q. For submission of e-tender bidder/tenderers are requested to get themselves registered with [www.eprocure.gov.in](http://www.eprocure.gov.in) website alongwith class III Digital signature certificate (DSC) issued by as authorized CA under IT Act, 2003.
- r. The Cantonment Board do not bind themselves to accept the lowest tender or to give any explanation for not accepting the lowest tender.

- s. The tender submitted by any person indebted to the Board will not be entertained.
- t. In the event of submission of tender by a firm, it must be signed separately by each member or in the event of absence of any partner, it must be signed on his behalf by a person holding Power of Attorney authorizing him to do so.
- u. In case of non-execution of agreement by the lowest tenderer, the earnest money deposited by the tenderer shall be forfeited.
- v. Any change/modification in the tender enquiry will be intimated & updated throughout official website i.e. [www.cbfzr.org](http://www.cbfzr.org) only. Bidders/tenderers are therefore instructed to visit our website regularly to keep themselves updated.
- w. No conditional tenders will be accepted
- x. The bidder/tenderer is bound by all rules and regulations and terms and conditions fixed by the Cantonment Board/ CEO and any violation may invite forfeiture of his Earnest Money.

**Evaluation Criteria:-**

The contractor shall quote %age rates as Service charges (inclusive all the taxes i.e. GST, Income Tax etc.) on accumulative expenditure, the contractor shall quote the rate accurately in figures and words, so that there is no discrepancy. If any discrepancy is found in the rates quoted in figures and words, the rates quoted by the tenderer in words shall be taken as correct.

**Please Note:-**

Board is not bound to accept the lowest rates. If in the opinion of the Board, the rates are not acceptable, the Board has right to reject the same.

- y. The Bidder should be careful in quoting the rate as once the tender is accepted representation with a view to raising the same under any circumstances will not be entertained.

**Om Pal Singh, IDES,**  
Chief Executive Officer,  
Cantonment Board,  
Ferozepur.

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**PRICE BID**

The price bid should be submitted in the form given in Tender Form– B in BoQ. Following points should be taken into consideration while making price bid.

- I) All the rates must be quoted in BoQ at the given space.
- II) The rates quoted should be exclusive of all the taxes including GST, Govt. duties etc. as applicable or enforced from time to time. The detail BoQ is given as under;

BoQ					
Sr. No.	Particulars	Qty.	Unit	Rate per Unit Per Month (in Rs)	Amount (in Rs)
1	Conservancy Section Staff (unskilled workers)	225	No	xxxxxx *	xxxxxx
2	Engineering Section Staff A. Highly Skilled = 2 Nos B. Skilled Staff = 1 No C. Unskilled staff = 3 Nos	6	No	xxxxxx *	xxxxxx
Denotes that the wages will be revised as per DC rates/Minimum wages rates or rate approved by the Board from time to time.					
Total expenditure per month					xxxxxx
<b>Expenses per year</b>					<b>xxxxxx</b>
Add EPF @ 13.36%					xxxxxx
<b>Grand Total (Total accumulative expenses)</b>					<b>xxxxxx</b>

Note: The EPF i.e. 13.36% shall be borne by the Board & no profit will be given on EPF amount. The Contracting agency shall quote the rates as service charges (inclusive of all the taxes i.e. GST, Income Tax etc.) on accumulative expenditure.

**Om Pal Singh, IDES**  
Chief Executive Officer  
Cantonment Board  
Ferozpur

## **GENERAL TERMS AND CONDITIONS OF THE TENDER**

### **1. Definition of Terms**

- a. FCB shall mean “Ferozpur Cantonment Board” having its office at 83, jhoke road, Ferozpur cantt-152001.
- b. CEO shall mean “The Chief Executive Officer” of Cantonment Board, Ferozpur.
- c. Contractor/Agency/Firm means the Bidder whose bid will be accepted by FCB and shall include such successful Bidder, its legal representatives, successors and permitted assigns.
- d. EMD shall mean “Earnest Money Deposit”.
- e. Security Deposit shall mean Security Deposit against Contract awarded.
- f. Contractor/Bidder shall mean any applicant who is submitting the tender in reference to this document.

### **2. Receipt and opening of Tenders**

- a. Tenders duly filled in, should be uploaded upto the time and date fixed for submission of tender and opened on the prescribed date and time. The bidders or their authorized representatives may, if they so desire be present at the time of opening of tenders.
- b. The due date of opening of tenders happens to be a holiday(s), the tenders would be opened on the next working day but the time of opening will be remains the same.
- c. FCB/CEO reserve the right to postpone and/or extend the date of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the FCB.

### **3. Preparation of Tender**

- a. The Bidders/contractors are required to upload the completed tender documents only after satisfying each and every condition laid down in the tender documents.
- b. Tenderer may visit our website “[www.cbfzr.org](http://www.cbfzr.org)” for further details regarding filling and uploading the tender.

### **4. General terms and conditions**

- a. Security deposit, that is 5% of the estimated cost shall be deposited by the bidder as F.D.R. and the same shall be refunded after expiry of contract. The security shall be refunded only after a report is submitted by the THE CONCERNED STAFF that no defects after one year have been found in the works executed.
- b. The bidder shall have to bear the responsibility for any discrepancy during contract tenure. If the bidder fails to remove the defect pointed out him, the same shall be got removed by the Board from its own sources and the payment shall be deducted from the security amount.
- c. No transportation will be supplied to bidder.

- d. The Bidder will have to execute on agreement on a non judicial stamp paper of requisite value which shall be signed by one on behalf of the bidder, one member of the Cantonment Board and the President/Vice President of the Cantonment Board. The same will be countersigned by the Chief Executive Officer of the Cantonment Board, Ferozpur. Extension if any shall be granted by the CEO on the basis of report submitted by THE CONCERNED STAFF.
- e. Final payment shall be made to the contractor only after the work has been approved by the Overall Supervisor namely Sanitary Supdt or other official authorized by the CEO.
- f. The CEO reserve the right to change the specification of the articles if it is absolutely and urgently required from the THE CONCERNED STAFF point of view and the bidder will be paid accordingly.
- g. In case of any dispute on any matter, the decision of the Cantonment Board shall be final and binding on both parties.
- h. No escalation on quoted rates as service charges will be accepted under any circumstances.
- i. Bidder is required to provide the services as per terms and conditions.
- j. Any type of withdrawal after quoting the rates if opened/non execution of agreement in time, will lead to forfeiture of earnest money.
- k. ***The liability of income tax, trade tax, all types of Government taxes including GST and other taxes imposed by Central Govt./State Govt. will be of Bidder.***
- l. The tender form should be downloaded and clearly filled in by ink pen legibly or typed and signed each and every page. The tenderer is required to scan and prepare a soft copy of completed tender form preferably in pdf format and uploaded to the website well in time. The tender form should be signed by the tenderer or his authorized representative. The authorization letter should be enclosed, if signed by the authorized representative.
- m. Original copies of documents, submitted with the application form, may be asked from successful tenderer at any time after opening of tender.
- n. On successful completion of the services as per work order and Contract Agreement. Thereafter the payment will be processed.
- o. The contractor/company/agency submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
- p. Any act on the part of the tenderer to influence anybody in FCB is liable to rejection of his tender.
- q. Tenders must be unconditional. Each Agency/Bidder should submit only one bid. No alternate bids from the same bidder will be considered. In such a case all the bids of the Agency/Bidder will be rejected out rightly.

## **5. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid. Exchanged by the Bidders and FCB, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent paras/pages. Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.

6. The company/agency information (to be filled in by bidder) and an undertaking is to be submitted as per formats.

## **7. Demand for Arbitration**

- a. In the event of any dispute or difference between the parties hereto as to the interpretation or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, any of the parties may demand in writing that the dispute or difference be referred to arbitration.
- b. The demand for arbitration shall specify the matters which are in question or subject of the dispute of difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counterclaims or set or shall be referred to arbitration and other matters shall not be included in the reference.
- c.
  - i. The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand from arbitration is received by Cantonment.
  - ii. The claimant shall submit his claim stating that the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
  - iii. The other party shall submit its Defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- d. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or Defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- e. The Arbitral Tribunal shall consist of a Sole Arbitrator i.e. The PDDE/ Director, Defence Estates, Western Command , Chandigarh.

## 8. Other Terms and conditions

1. The contractor shall have to provide uninterrupted contractual services of Conservancy Safaiwalas and other staff as per scope of the work. The Numbers of staff may increase or decrease as the discretion of the Board/CEO.

2. The Tenderer shall have to quote his rate of profit in %age as per Accumulative Expenditure in BoQ. **The profit shall not be given on the EPF** if any. The EPF @13.36% will be borne by the Board. The rate quoted by the tenderer in the tender which will be accepted by the Cantonment Board and the Board has the right either to accept or reject any of the tender(s) without assigning any reason;

3. The lowest tenderer will have to pay GST applicable from time to time as per rules. Income tax would be deductible form his payments. The insurance, road tax and all other taxes will have to be paid by the contractor himself as per rules.

4. The contracting agency shall enclose the following documents with technical bid;

- a. Copy of Demand Draft or RTGS/NEFT transaction receipt or Cantt Fund receipt for Earnest Money Deposit amounting to 2% of the estimated cost.
  - b. Copy of Pan Card.
  - c. Income Tax Return for last three years.
  - d. Experience certificate for Providing Man Power work for conservancy services or sanitation services or other services of unskilled manpower work duly signed by the competent authority as per requirement mentioned in Annexure (I).
  - e. Bank Solvency or Financial Soundness as per Format mentioned at Annexure (II) for financial limits/requirement mentioned in Annexure (I).
  - f. Registration/enrollment certificate with C.P.W.D., P.W.D., M.E.S., Railway, Municipal Council or any of the Govt. department (Central/Province) etc.
  - g. Registration of GST.
  - h. Copy of ISO certificate of the agency/ firm.
  - i. Registration with Commissioner, Employees Provident Fund, ESI Corporation and Valid Labour License if applicable/required as per rules.
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8. The conditions will also form part and parcel of the agreement to be executed with the successful tenderers. With mutual consent between the Cantt Board and the Contractor any other point can be included in the agreement at the time of its execution.
9. The contractor will supply the list of worker(s) with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.
10. The contractor will provide the conservancy staff for conservancy services and other staff for other services as per direction of CEO or his representative according to requirement in Cantt area.
11. Every individual / staff have to report for duty daily at a given time and place to the authorized representative of the Board/ CEO and to perform given duty to the entire satisfaction of the CEO or his authorized representatives for full working day;
12. Any contract labour who is found missing from the place of duty or leave the place of duty at any time or does not perform his duty, or refuses to perform given duty to the satisfaction of the Supervisor will be treated absent from the duty for full day, intimation of the event will be given to the contractor and recovery will be made from the contractor as per terms and conditions. In the special/emergent circumstances half day leave may be given by the authorized representative of the CEO under intimation to the contractor who will prefer the bill accordingly after making necessary deductions;
13. The contractor may be required to increase/decrease man power at agreed rate and terms and conditions as and when required by the CEO / Board.
14. The monthly payment will be paid to the contracting agency on the basis of actual presence of staff provided by the agency after satisfactory services as per the agreement subject to deduction/reduction/withholding for non-performance.
16. In case of any deficiency found in the number or services of the workers and equipment provided by the Contractor to the satisfaction to the CEO or his authorized representative a penalty of Rs.200/- per head in case of individual each day shall be imposed by the Chief Executive Officer (CEO) and the same will be deducted from the monthly payment to be made to the Contractor.
17. If any dispute or difference between the Contractor and the Board arises out of this Contractor, the same shall be referred to the Principal Director, Defence Estates, Western Command and whose decision shall be final and binding upon both the parties;
18. The men deployed by the Contractor will work under the supervision of Supervisory Staff of the Cantonment Board. The Roll Call of the said persons will be taken by the representative of the Board in the presence of the contractor if he/she wishes to be present or his authorized representative acceptable to the CEO and presence/absence of the contractor's manpower will be marked by the officials of the Cantonment Board. The deployment of any agency's staff will not confirm any right to him for employment in Cantonment Board or in any other Government Office, irrespective of number of days of deployment.



19. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, GST Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and employer's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. The contractor shall arrange the disbursement of wages to his staff so deployed for duty on fixed day of every month. The contractor will also furnish a certificate to the CEO regarding payment of salaries/dues to the staff deployed. The contractor shall be solely responsible to get himself registered with Cantt Board, Ferozepur if he is found to be lowest and his rates are also approved by the Board..

20. The terms of N.I.T. and conditions other than mentioned in this agreement shall form part of this agreement.

21. The Identity Card and a badge disclosing identity of the person deployed on work to be issued by the Contractor at his own cost as prescribed by the Board.

22. In case the Contractor does not provide satisfactory services to the satisfaction of the Board/CEO or his authorized representative then the contract shall be terminated by the Board and the Security deposit of Contractor shall be forfeited.

23. In case of any emergency the Contractor may be required to undertake conservancy services by deploying the same workers elsewhere.

24. It is the responsibility of the contractor to provide gumboot, gloves and other necessary protective accessory/instruments.

25. The contractor will be liable to maintain all labour record as per the provisions of labour act.

26. The Contract may be extended for the period of further one year if agreeable by both the parties and CEO, Cantt Board, Ferozepur will be authorized to extend the contract for another one year.

27. **RESPONSIBILITY FOR PAYMENT OF WAGES**

- i) The Contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of prescribed period.
- ii) The Board shall nominate a representative duly authorized by it to be present at the time of disbursement of wages by the Contractor and it shall be the duty of such representative to certify the amount paid as wages in such manner as may be prescribed.

- iii) It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the authorized representative of the Board or payment will be made to the workers through **Cheque/ RTGS/ NEFT**.
- iv) In case the Contractor fails to make payment of wages within the prescribed period or makes short payment, then the Board, shall be liable to make payment of wages in full or the unpaid balance, as the case may be, to the contract labour employed by the Contractor and recover the amount so paid from the Contractor either by the deduction from any amount payable to the Contractor under any contract or any debt payable by the Contractors.
- v) The contractor will have to pay the prevailing rates as and when revised by the Govt from time to time. In case of non compliance the arrears will have to be paid by the contractor to the labour.

**Om Pal Singh, IDES,**  
Chief Executive Officer,  
Cantonment Board  
Ferozepur.

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### **Payment Terms**

It will be mandatory for the Bidders to indicate their bank account numbers and other relevant document details and will submit to board office so that payments could be made. The payment will be made as per the following terms, on production of the requisite documents:

(a) The contract rates shall be based on existing Minimum Wages promulgated by the Labour Department, Govt. of India/state, and will be subject to revision on revision of Minimum Wages by Department of Labour, Govt. of India/state for which intimation letter shall be submitted by the Contractor along with copy of Govt. order to this effect. The payment to the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority;

(b) The Contractor shall submit a consolidated monthly bill due for the services rendered during the preceding one-month by the 7<sup>th</sup> of the month verified by the representative of the Agency. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor.

### **Compliance with Laws and Regulations**

Contractor will comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any with respect to the work and service(s) described herein.

### **Contractor Personnel**

(a) The contractor shall assign a qualified person or persons to be in charge of operations in the Board and shall give the name or names to the Board;

(b) The Contractor employees shall wear a clean uniform with eye card bearing the Contractor's name and conduct themselves in a professional manner at all times and adhere to the contractor Rules & Regulations;

(c) The Board may order the dismissal of any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties.

In case the tender date is declared as holiday by government, the tender will be received and opened on next day.

**Om Pal Singh, IDES**  
Chief Executive Officer  
Cantonment Board  
Ferozepur

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### **FRAUD AND CORRUPT PRACTICES**

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of Tender document, Cantonment Board shall reject a Tender without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

**Om Pal Singh, IDES**  
Chief Executive Officer  
Cantonment Board  
Ferozepur

**CERTIFICATE**

I/We hereby certify that I/We have studied and understood the documents and carefully studied the scope of the work before the submission of this offer is/are conversant with the site conditions, terms, conditions and specifications of the Tender.

Specification of the Tenderer  
Authorized to sign the Tender

DATE

SEAL OF FIRM

## ELIGIBILITY CRITERIA

Sl. No.	Tender Amt	Past experience of completed Providing Man Power works in last 5 years	Financial soundness
1	3.00 Crore	<p>c. Three works each costing not less than Rs.1.20 Crores.</p> <p style="text-align: center;">or</p> <p>Two works each costing not less than Rs.1.50 Crores.</p> <p style="text-align: center;">or</p> <p>One work costing not less than Rs.2.40 Crores.</p> <p style="text-align: center;">and</p> <p>d. Average annual turnover for last two consecutive financial years shall not be less than Rs.3.00 Crores.</p>	<p>c. Solvent upto Rs.1.00 Crore.</p> <p style="text-align: center;">or</p> <p>Financially sound for engagement upto Rs.3.00 Crores.</p> <p style="text-align: center;">and</p> <p>d. Working capital not less than Rs.60 Lacs.</p>

**Note: The contracting agency must have an experience for Providing Man Power work for conservancy services or sanitation services or other services of unskilled manpower duly signed by the competent authority**

**Annexure (II)**

**FORM OF SOVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is certified that to the best of our knowledge and information M/s/Shri/Smt.\_\_\_\_\_ having address \_\_\_\_\_ a customer of our bank are/is respectable and can be considered solvent/financially sound for any engagement upto Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
Name, No, Seal of Bank

Note: In case of partnership firm, certificate to include names of all partners as recorded with the bank.

**FORM OF WORKING CAPITAL CERTIFICATE FROM A SCHEDULED BANK**

This is certified that M/s/Shri/Smt.\_\_\_\_\_ having address \_\_\_\_\_ has/have been maintaining a saving bank account/current account/fixed deposit account with this branch of bank since \_\_\_\_\_ and an amount not less than Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ ) has been available to the credit in his/her/their account No(s)\_\_\_\_\_ for the last three months. The firm is enjoying overdraft/credit facility upto limit of Rs.\_\_\_\_\_.

(Signature)  
Name, No, Seal of Bank

**UNDERTAKING BY THE FIRM/AGENCY**

Before:-

The Chief Executive Officer,  
Cantonment Board,  
Ferozepur.

I, \_\_\_\_\_  
on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby  
declare that there is no legal suit/criminal case pending or contemplated or legal notice  
having been served to this effect against the Proprietor of the Agency or any of its Directors  
(in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the  
laws in force.

I, \_\_\_\_\_ on  
behalf of \_\_\_\_\_  
(Name of the firm/agency) hereby declare that our organization or the staff to be provided  
has no business or direct family relationship with FCB employees or persons positioned in or  
on the Board of this organization by whatever process.

I, \_\_\_\_\_ on  
behalf of \_\_\_\_\_  
(Name of the firm/agency) hereby undertake that all relevant statutory requirements will be  
complied with.

I, \_\_\_\_\_ on  
behalf of \_\_\_\_\_  
(Name of the firm/agency) understand that if the above declaration is found incorrect, the  
present engagement would be terminated and  
\_\_\_\_\_ (name of the  
firm/agency) would be debarred from any further engagement by FCB ever.

**Authorized****Signatory** \_\_\_\_\_**Name** \_\_\_\_\_**Date:** \_\_\_\_\_**Designation** \_\_\_\_\_

**Note:- Contractor is required to type this Performa on Non Judicial stamp paper worth  
Rs.50.00/- only in form of affidavit.**

## COMPANY/AGENCY INFORMATION/PROFILE

The Bidder/Contractor should furnish the following information:-

- a. Name of the Company/Agency/Firm
- b. Name(s) of the proprietary/Directors
- c. Registered address of the firm  
Telephone No.  
Fax No.
- d. E-mail address
- e. Name of the Contact Person  
Telephone/Mobile No.
- f. Name of the Bank (with full address)
- g. Bank Account No.
- h. TIN No./Sales Tax No.
- i. Pan Card No.
- j. Service Tax No.

**Authorized**

**Signatory**\_\_\_\_\_

**Name**\_\_\_\_\_

**Date:**\_\_\_\_\_

**Designation**\_\_\_\_\_