

**TENDER FOR PROVIDING TEACHING STAFF FOR CB SCHOOL BIB & CB SCHOOL BAZAR
NO.1, FEROZEPUR CANTT**

1. Name of work : Providing Teaching staff at CB School BIB & CB School Bazar No.1, Ferozepur Cantt.
2. Tender Notice Number : FCB/SCH/2017/412/3 dated 27.03.2017
3. Date of start of sale/download tender documents : 20.04.2017
4. Tender submission start date : 20.04.2017
5. Tender submission closing date : 27.04.2017 upto 1200 hours
6. Technical Bid opening date : 27.04.2017 upto 1400 hours
7. Cost of tender form : Rs. 500/-
8. Earnest money : Rs.10,500/-
9. Estimate cost of work : Rs.21.00 Lac
(Appx. May be increase or decrease upto any extent)
10. Security deposit : Rs.42,000/-
11. Validation of rates of tender : upto One year from the commencement of the contract

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

**FEROZEPUR CANTONMENT BOARD
TENDER NOTICE**

For and on behalf of Cantonment Board, Ferozepur, e-tenders on double bid system are invited from the registered Self Help Groups/Societies of unemployed teachers under Societies Registration Act (XXI of 1860) for providing the teaching/non teaching faculty in CB Schools. Tenders will be uploaded on or after 03.04.2017 and technical bids will be submitted upto 1200 hours of 11.04.2017, the same will be opened on 11.04.2017 at 1400 hours. For further details contact Cantt Board office, Ferozepur and also visit us at www.cbfzr.org.

No.FCB/SCH/2017/412
Office of the Cantonment Board,
Ferozepur, (Pin-152 001), Punjab.
Dated, the 27.03.2017

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

**FEROZEPUR CANTONMENT BOARD (PUNJAB)
e-Tender Notice**

Reference: Tender Notice No.FCB/SCH/2017/412 dated 27.03.2017 for providing the teaching/non-teaching faculty in CB Schools. Tenders have been uploaded. Last date for the technical bids is upto 1200 hours of 27.04.2017 and the same will be now opened on 27.04.2017 at 1400 hours. For further details contact Cantt Board Office, Ferozepur and also visit us at www.cbfzr.org.

No. FCB/SCH/2017/501
Office of the Cantonment Board,
83, Jhoke Road,
Ferozepur Cantt. Punjab – 152001

Dated: 20th April, 2017

Sd/-
Om Pal Singh, IDES
Chief Executive Officer
Cantonment Board
Ferozepur

SCOPE OF WORK

Providing the services of following teaching staff for CB School BIB & CB School Bazar No.1:-

| Sl. No. | Staff | No of Staff required | Minimum qualification/Experience |
|---------|--|----------------------|---|
| A | V.G.E.A. (Voluntary Guest Educational Assistant) | 19 | 10 + 2 with E.T.T. or having higher qualifications. |

2. The Self Help Group/Society of unemployed teaching staff shall have to arrange above staff at his cost.

3. The Self Help Group/Society of unemployed teaching staff will quote his rate in % **above Accumulative Expenditure** as specified in BoQ.

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

INSTRUCTIONS FOR CONTRACTORS

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 top 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.eprocree.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

1. Copy of Demand Draft or RTGS/NEFT transaction receipt for tender cost as specified.
2. Copy of Demand Draft or RTGS/NEFT transaction receipt for Earnest Money Deposit amounting to 0.50% of the estimated cost.
3. Copy of Pan Card or other Income Tax documents available with the firms.
4. Experience certificate, if any, duly signed by the competent authority.
5. Registration/enrollment under Registration Act (XXI of 1860) etc.
6. Authority letter (in case documents signed by the authorized representative).
7. Undertaking by the agency (In affidavit form on non judicial stamp paper worth Rs.50.00/- only) as per Annexure (I).
8. Form of Company/Agency information as per Annexure (II).

Please Note-

- (A) In case a blank tender is submitted, reasons for submission of same should be stated.
- (B) Tenders not accompanied with above mentioned documents are liable to be rejected.

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

GENERAL INFORMATION

1. The value of tender is approximate and is liable to vary according to the work and condition of site.
2. Soft copy of both technical bid (Part-A) and financial bid (Part-B) may be viewed on the website www.eprocure.gov.in from the date and time mentioned above.
3. Online technical bid (Part-A) must be accompanied with soft copy of documents/certificates as mentioned below:-
 - a. Copy of Demand Draft or RTGS/NEFT transaction receipt for tender cost as specified.
 - b. Copy of Demand Draft or RTGS/NEFT transaction receipt for Earnest Money Deposit amounting to 0.50% of the estimated cost.
 - c. Copy of Pan Card or other Income Tax documents available with the firms.
 - d. Experience certificate duly signed by the competent authority.
 - e. Registration/enrollment under Registration Act (XXI of 1860) etc.
 - f. Authority letter (In case documents signed by the authorized representative).
 - g. Undertaking by the agency (In affidavit form on non judicial stamp paper worth Rs.50.00/-only) as per Annexure (I).
 - h. Form of Company/Agency information as per Annexure (II).

Please Note:-

- a) All the above mentioned documents should be uploaded with technical bid (Part-A) otherwise financial bid shall not be opened and will be treated as cancelled as a whole.
- b)
 - i. If Tender cost and 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 submission of e tender.

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

- ii. If Tender Cost and 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 |
| Branch | Basti Tankan Wali, Ferozpur-152001 (Punjab) |
| IFSC Code | HDFC 0002783 |

- c) All the documents/certificates should be self attested.
4. Financial bid (Part-B) will be opened only of eligible bidders who upload technical bid (Part-A) with requisite documents as mentioned in Para 3 above.
 5. E-tender may be downloaded from the website 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.cbfr.org .
 6. The Cantonment Board /CEO reserve the right to reject or accept any tender without assigning any reason thereof.
 7. Earnest money deposit of successful tender will be adjusted into security money and the balance amount shall be deposited in form of TDR. In case the full amount of the security money deposited in office in form of TDR by the contractor, the earnest money shall be refunded to contractor. Earnest money

deposit of remaining tenderers shall be refunded on request after award of work to the successful tenderer.

8. A tenderer shall be deemed to have full knowledge of all relevant documents working conditions and such other conditions which effect entire work.
9. The submission of tender by tenderer implies that he has read, understand 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.
10. The Cantonment Board do not bind themselves to accept the lowest tender or to give any explanation for not accepting the lowest tender.
11. The tender submitted by any person indebted to the Board will not be entertained.
12. 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.
13. In case of non-execution of agreement by the lowest tenderer, the earnest money deposited by the tenderer shall be forfeited.

Evaluation Criteria:-

The rates quoted by tenderer shall be accurately filled 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 has not bound to accept the lowest rates. If in the opinion of the Board, the rates are not workable, the Board has right to reject the same and the work shall be awarded to the tenderer who has quoted the workable rates.

14. The contractor should be careful in quoting the rate as once the tender is accepted representation with a view to raise the same under any circumstances will not be entertained.

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 “Ferozepur Cantonment Board” having its office at 83, jhoke road, Ferozepur cantt-152001.
- b. CEO shall mean “The Chief Executive Officer” of Cantonment Board, Ferozepur.
- 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.cbzr.org” for further details regarding filling and uploading the tender.

4. General terms and conditions

- a. Security deposit, that is 2% of the total cost of the work shall be deposited by the contractor as F.D.R. or Bank guarantee and the same shall be refunded after one year from the date of completion of the contract. The security shall be refunded only after the report of the concerned in-charge regarding satisfactory services provided by the outsourcing agency.
- b. The work order, terms and conditions and tender form shall form a part and parcel of the agreement of this contract.
- c. The contractor will have to execute an agreement on a non-judicial stamped paper of adequate value which shall be signed by one on behalf of the contractor, 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.
- d. Final payment shall be made to the contractor/agency only after the work/services has been approved by the Chief Executive Officer.
- e. In case of any dispute on any matter, the decision of the Cantonment Board shall be final and binding on both the parties.
- f. No escalation on rates will be accepted under any circumstances.
- g. Any type of withdrawal after quoting the rates, if, opened/non execution of agreement in time, will lead to forfeiture of earnest money.
- h. The liability of production of income tax, trade tax, service tax and other taxes as imposed by the Central Govt./ the State Govt. shall be of contractor.
- i. 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 be 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.
- j. All the annexure of the tender should be signed by the tenderer with seal of the firm.
- k. Original copies of documents, submitted with the application form, may be asked from successful tenderer at any time after opening of tender.
- l. 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.
- m. Any act on the part of the tenderer to influence anybody in Cantonment Board, Ferozpur is liable to rejection of his tender.

- n. Tenders must be unconditional. Each Agency/Bidder should submit only one bid. No alternate bid 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 Cantonment Board, Ferozepur shall be written in English vernacular, 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) is enclosed as Annexure-II and an undertaking to this effect be submitted as per Annexure-I.

7. Financial Bid

The Financial bid is uploaded as per Annexure-B.

8. Demand for Arbitration

- a. In the event of any dispute or difference between the parties here to 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 the arbitrator.
- 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 counter claims or set shall be referred to arbitrator 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 who shall be any officer nominated by the President, Cantonment Board, Ferozepur in his behalf.
9. The contractor will be bound by provisions of Minimum Wages Act, Industrial Dispute Act and other Laws in force.
 10. These terms and conditions shall remain in force till 12 months from the date of commencement of contract. However, the same may be extended for any period mutually agreed between both the parties to the contract.
 11. WORKMAN'S COMPENSATIONS : The contractor shall indemnify the Cantonment Board in respect of all claims, damages, compensation or expenses payable in consequence of any accident or injury sustained or any workmen or other persons whether in the employment of contractor or not while in or upon the said work or on the site/side of work, and the Board shall not be bound to defend any claim brought under Workmen Compensation Act, unless the contractor first deposits with the Board a sum sufficient to cover any liability, as will be fixed by the CEO which the Board incur by reasons of defending any such claim. The contractor shall be wholly liable for any amount or compensation required to be paid under the Workman's Compensation Act any other provision of law.

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

OTHER TERMS AND CONDITIONS

1. The Self Help Group/ Society of unemployed teaching staff/non teaching staff, shall furnish the security 2% of the estimated cost in shape of FDR covering the period of contract duly pledged in name of the Chief Executive Officer, Cantonment Board, Ferozepur.
2. The Chief Executive Officer shall have absolute rights and powers for the revocation of the security/bank guarantee in case of breach of any clause of this contract, without any prior notice to the Self Help Group/of unemployed teaching staff/ non teaching staff and no claims what-so-ever on this account shall be entertained.
3. The CEO imposes the penalty for non-commencement of work within 7 days after the issue of the allotment letter. The Chief Executive Officer (CEO) shall have the power to condone the delay, reduce or remission of the penalty so imposed to any extent, on written application of the Society. In case the authority competent to do so finds that the grounds given by the Self Help Group/ Society of unemployed teaching staff, / non teaching staff, are reasonable & satisfactory.
4. The Self Help Group/ Society of unemployed teaching staff/non teaching staff, shall call for the applications through news papers and other means from the applicants for the posts mentioned, in the Performa approved by the CEO/Board at its own expenses. The applicant minimum of 03 for each post will be interviewed by the CEO/ representative(s) of the Board or any other official. The panel of eligible teachers will be prepared, out of which staff will be provided by the Society. The Board will not be bound to place the order for provision of services of teachers as per the tender are tentative hence the number of teacher may vary.
5. The Self Help Group/ Society of unemployed teaching staff/ non teaching staff, shall deploy required personnel to provide the said services and immediately communicate the names, parentage, educational/professional qualification, residential address(es), correspondence address(es), age etc. of the person(s) as and when deployed or changed from time to time. The Self Help Group/ Society of unemployed teaching staff, / non teaching staff will get the proposed employees medically examined and to ensure that the employees are mentally and physically sound and fit. The antecedents of the persons to be provided by the Self Help Group/ Society of unemployed teaching staff, / non teaching staff, will be got certified from the appropriate authority by the Self Help Group/ Society of unemployed teaching staff/non teaching staff, at his own level.
6. The CEO or any other persons so authorized by him shall be entitled/authorized to carry regular and surprise checks on any working day or of the working of the person(s) so deployed by the Self Help Group/ Society of unemployed teaching staff/non teaching

staff, in order to ensure that the required number of persons are deployed and they are doing their duties properly.

7. On taking over the responsibility of providing said services the contractors shall formulate the mechanism and working guidelines for the staff in consultation with the Chief Executive Officer, Ferozpur or any official authorized for the purpose. The Self Help Group/Society of unemployed teaching staff/non teaching staff will keep on reviewing his arrangements from time to time and take additional measure(s) if any, required to be taken to further streamline the said arrangements. The Self Help Group/Society of unemployed teaching staff/non teaching staff, as well as the staff, deployed on duty shall however be bound to carry out the directions/instructions given to them to do any such job(s) assigned by the CEO or by any official authorized for the purpose from time to time. If it found that a particular employee of the Self Help Group/ Society of unemployed teaching staff/non teaching staff, is not working satisfactorily at a particular CB School then the CEO shall have the right to require the Self Help Group/Society of unemployed teaching staff/ non teaching staff, to deploy any of the staff of the Self Help Group/Society of unemployed teaching staff/non teaching staff, at any CB School or discontinue the services of the employee and Self Help Group/ Society of unemployed teaching staff/non teaching staff will abide by such requirement.

8. The persons deployed by the Self Help Group/Society of unemployed teaching staff/non teaching staff for the work shall be employees of the Self Help Group/Society of unemployed teaching staff/non teaching staff for all intents and purposes. There shall be no relationship of employer and employee between the Cantonment Board, Ferozpur, either implicitly or explicitly.

9. The person(s) deployed shall be under the overall control of the Self Help Group/Society of unemployed teaching staff/non teaching staff, but under the supervision of the Cantt. Board and the Self Help Group/Society of unemployed teaching staff/non teaching staff shall be liable for payment of their wages etc. and all other dues which the Self Help Group/ Society of unemployed teaching staff/non teaching staff is liable to pay under the various labour laws, rules, regulations and other statutory provisions. The Cantonment Board, Ferozpur, shall be absolved of any such liability at its own level.

10. The Self Help Group/Society of unemployed teaching staff/non teaching staff shall ensure that all the employees get wages and other benefits admissible under various prescribed labour laws/acts, if applicable.

11. The Self Help Group/Society of unemployed teaching staff/non teaching staff shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Minimum Wages Act, Payment of Wages Act, ESI Act, Bonus Act, Shops & Establishments Act, Factories Act, Industrial Disputes Act, etc., as applicable and amended from time to time. The Self Help Group/Society of unemployed teaching staff/non teaching staff shall be responsible for the deposit of employee's and

employer's share of statutory contributions to the **ESI/EPF, EDLI**, etc., if applicable at its own level and maintenance of such records as per rule. The Self Help Group/Society of unemployed teaching staff/non teaching staff shall furnish its bill to the Cantonment Board, Ferozepur, duly supported with the attendance report of the staff, deployed and duly certified by the authorized official of the Cantonment Board, Ferozepur each month by 1st Day of the succeeding month. The Self Help Group/ Society of unemployed teaching staff, / non teaching staff, shall arrange the disbursement of wages to his staff, so deployed for the duty by 7th of every month through **cheque or in cash**. The Self Help Group/ Society of unemployed teaching staff, / non teaching staff, will also furnish a certificate regarding payment of salaries/dues to the staff, deployed in the presence of representative of the Ferozepur Cantt Board and Board shall make the payment within one week of the receipt of the proper form. It is to noted that no payment will be made to the Self Help Group/ Society of unemployed teaching staff/non teaching staff, against the summer / winter vacations in School. However the CEO is authorized to get the work done through some of the deployed staff as per requirement of the School if needed, during the vacations, in that case, proportionate payment would be made.

12. The Cantonment Board, Ferozepur, shall in no case be involved in disbursement of the salaries or otherwise. The Self Help Group/ Society of unemployed teaching staff/non teaching staff shall be solely responsible for any lapse or delay for the submission of any report/return or to deposit any charge or fee etc. to the concerned authority of Labour Department, EPF, ESI or any authority etc. about the staff, engaged in this institution on contract basis, if applicable.

13. In case any of the person(s) so deployed by the Self Help Group/ Society of unemployed teaching staff, / non teaching staff, does not come upto the mark or does not perform his duty properly to the satisfaction of the CEO or his authorized supervisory official or indulges in any unlawful acts or encourage illegal activity at or necessary duty place or disorderly conduct, the Self Help Group/ Society of unemployed teaching staff, / non teaching staff, shall take suitable action against such employee or remove the person on the report of the Chief Executive Officer or any other officer/official so authorized by the competent authority for this purpose.

14. In case of any complaint/defect pointed out by the CEO, the Self Help Group/ Society of unemployed teaching staff/non teaching staff shall immediately replace the particular persons so deployed without further argument. The Self Help Group/ Society of unemployed teaching staff, / non teaching staff, shall ensure that the staff, so deployed adhere to the time schedule and leave schedule as fixed by the CEO from time to time. In case of any long absence i.e. more than 7 days the Self Help Group/ Society of unemployed teaching staff/non teaching staff shall ensure for stop gap arrangement.

15. The staff deployed by the Self Help Group/ Society of unemployed teaching staff/non teaching staff, shall be responsible for taking the stock entries of all immovable and moveable property and maintain the stock books on their charge. In case of any theft/loss of the property they shall immediately give information of the

circumstances in which the loss/theft noticed to the CEO through the Self Help Group/ Society of unemployed teaching staff/non teaching staff, and the authorized official.

16. Board shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payments to be made to the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, or out of the security deposit or any money of the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, with the Board on any account.

17. The Self Help Group/ Society of unemployed teaching staff/non teaching staff, shall be solely responsible for payment of any kind of dues to the staff deployed by him.

18. In case of any deficiency in services by the staff so deployed on contract basis or in the case of disobedience by the staff so deployed on duty, the Chief Executive Officer or any official authorized by the competent authority shall be at liberty for the imposition of penalty as may be deemed fit upto Rs.100 on such occasion after giving him/her an opportunity of being heard in person and the decision of the Chief Executive Officer shall be final and binding on the contractor. However one casual leave per month will be given to staff, deployed with prior permission of the Headmistress, of Cantt Board Schools. Further if any teaching/ non-teaching staff, does not avail the casual leave, he/she would be entitled for a monetary benefit of Rs 100/- and Rs 50/- to teaching/ non-teaching staff per month/head respectively.

19. In the event of exigencies arising due to the death, infirmity, insolvency of the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Board may further think proper in public interest or revoke the contract namely:-

- a. Legal heirs in case of sole proprietor;
- b. The next partners in case of company or firm otherwise the Chief Executive Officer, Ferozepur, shall reserve the right to settle the matter/issue according to the circumstances of the case as he may think proper.

20. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

21. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever(except as to matters, the decision of which as specifically provided in this contract) the same shall be referred to the sole arbitration of the PDDE., Western Command. The award of such arbitrator shall be final and binding on the parties thereto.

22. RESPONSIBILITY FOR PAYMENT OF WAGES

- i) The Self Help Group/ Society of unemployed teaching staff/non teaching staff 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 Self Help Group/ Society of unemployed teaching staff/non teaching staff 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 Self Help Group/ Society of unemployed teaching staff/ non teaching staff, to ensure the disbursement of wages in the presence of the authorized representative of the Board or the payment will be made to the workers through **Cheque** or **in Cash** only in the presence of the representative of the Principal Employer.
- iv) In case the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, 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 Self Help Group/ Society of unemployed teaching staff/ non teaching staff, and recover the amount so paid from the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, either by the deduction from any amount payable to the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, under any contract or any debt payable by the Contractor(s).

23. PERIOD OF THE CONTRACT

The period of this Contract is upto one year from the date of execution of an agreement. However the same is extendable by the CEO with the consultant of PCB for any period mutually agreed between both the parties to the contract.

24. WORKMAN'S COMPENSATIONS

The Self Help Group/ Society of unemployed teaching staff/ non teaching staff, shall indemnify the Cantonment Board in respect of all claims, damages, compensation or expenses payable in consequence of any accident or injury sustained or any workmen or other persons whether in the employment of Self Help Group/ Society of unemployed teaching staff/ non teaching staff, or not while in or upon the said work or on the site/side of work, and the Board shall not be bound to defend any claim brought under Workmen Compensation Act unless the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, first deposits with the Board a sum sufficient to cover any liability, as will be fixed by the CEO which the Board incur by reasons of defending any such claim. The Self Help Group/ Society of unemployed teaching staff/ non teaching staff, shall be wholly liable for any amount or compensation required to be paid under the Workman's Compensation Act any other provision of law.

25. TERMINATION OF CONTRACT

In the event of exigencies arising due to the death, infirmity, insolvency of the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Board may further think proper in public interest or revoke the contract namely:-

The contract may be terminated in any of the following contingencies:-

(a) On the expiry of the contract period..

OR

(b) a notice at any time during the currency of services, in case the services rendered by the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, are not found satisfactory and in conformity with the general norms and the standards prescribed for the services.

OR

(c) for committing breach of any of the terms and conditions of the contract by the contractor.

OR

(d) on assigning the contract or any part thereof or any benefit or interest therein or there under by the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, to any third person for subletting the whole or a part of the contract to any third person.

OR

(e) on Self Help Group/ Society of unemployed teaching staff/non teaching staff being declared insolvent by competent court of law.

OR

(f) one month notice by the Board and three months' notice by the Society.

OR

(g) During the notice period for termination of the contract in the situation contemplated above, the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Self Help Group/ Society of unemployed teaching staff/ non teaching staff, to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to the CEO/Board.

Om Pal Singh, IDES
Chief Executive Officer
Cantonment Board
Ferozepur

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 or any other Income Tax document | |
| j. | Service Tax No. | |

Authorized Signatory_____

Name_____

Date:_____

Designation_____

TECHNICAL BID

**NAME OF WORK:- TENDER FOR PROVIDING TEACHING STAFF FOR CB SCHOOL BIB & CB SCHOOL BAZAR
NO.1, FEROTEPUR CANTT**

Sir,

As per tender notice No.FCB/SCH/2017/412/3 dated 27.03.2017, I/We hereby submitting following documents as required:-

| Sr. No. | Name of documents | Annexure Nos. | Whether enclosed or not | |
|---------|---|---------------|-------------------------|----|
| | | | YES | NO |
| 1 | Copy of Demand Draft or RTGS/NEFT transaction receipt for tender cost | Annexure "01" | | |
| 2 | Copy of Demand Draft or RTGS/NEFT transaction receipt for Earnest Money Deposit | Annexure "02" | | |
| 3 | Copy of Pan Card or other Income Tax documents available with the firms | Annexure "03" | | |
| 4 | Experience certificates for the same Job along with Job orders | Annexure "04" | | |
| 5 | Registration/enrollment under Registration Act (XXI of 1860). | Annexure "05" | | |
| 6 | Authority letter (In case documents signed by the authorized representative) | Annexure "06" | | |
| 7 | Undertaking by the agency (In affidavit from on non judicial stamp paper worth Rs.50.00/- only) as per Annexure (I) | Annexure "07" | | |
| 8 | Form of Company/Agency information as per Annexure (II) | Annexure "08" | | |

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

Signature of Contractor with seal
Name and address of Contractor

Dated _____