

**CANTONMENT BOARD, DALHOUSIE**  
**Tel. No. 01899-240603. Fax No. 01899-242771.**  
**Website Address: [www.cbdalhousie.org](http://www.cbdalhousie.org)**

No: CBD-2/2/Contract.

Dated 16.03.2016

**NAME OF THE TENDER:** PROVISION FOR CONTRACTUAL SERVICE OF SKILLED/UNSKILLED/CLERICAL MANPOWER FOR VARIOUS SERVICES TO THE CANTONMENT BOARD, DALHOUSIE.

E-Tenders are invited through electronic tendering system for the PROVISION FOR CONTRACTUAL SERVICE OF SKILLED/ UNSKILLED CLERICAL MENPOWER FOR VARIOUS SERVICES TO THE CANTONMENT BOARD DALHOUSIE from interested parties/contractors who are technically and financially capable as per the terms and conditions given below

Sr. No.	Name of Tender	Earnest money	Security Deposit	Tender Fee	Period of Contract
1.	PROVISION FOR CONTRACTUAL SERVICE OF SKILLED/ UNSKILLED CLERICAL MENPOWER FOR VARIOUS SERVICES TO THE CANTONMENT BOARD DALHOUSIE.	2% of the Total Contract Value (approx).	10% of the Total Contract Value (approx).	1000/-	Up to 31.03.2017

**CRITICAL DATES**

1.	Publishing Date and time of tender documents through E-procurement <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>	16.03.2016 1500 Hrs
2.	Start Date and Time for downloading of tender documents	16.03.2016 1500 Hrs
3.	Last Date and Time for downloading of tender documents	05.04.2016 1300 Hrs
4.	Start date and time of Bid Submission (Technical Bid & Financial Bid)	17.03.2016 1000 Hrs
5.	Last date and time for Bid Submission (Technical Bid & Financial Bid)	05.04.2016 1500 Hrs
6.	Date and time for opening of Technical and Financial bid	06.04.2016 1100 Hrs

## **CHECKLIST**

- The bidders will have to submit Technical and Financial bids.
- The technical bid submitted must have scanned copies of the following documents:
  1. PAN Card
  2. Aadhar Card
  3. Scanned copy of the Demand Draft for Earnest Money Deposit (EMD).
  4. EPF Number
  5. ESI Number
  6. Service Tax Number
  7. Tender Fee transaction statement (Rs.1000/-)(non- refundable)
  8. Licence copy from concerned licensing cum labor officer (labor license)
  9. Solvency certificate
- The financial bid submitted must be a scanned copy of the BOQ document (single page). The amount (percentage) must be mentioned in both numeric and words.
- All the details mentioned or documents attached, must be legible and clear. Ambiguous/unclear documents will not be accepted, and the bid is liable to be rejected.

## **TERMS AND CONDITIONS**

1. Cost of tender fee as per mentioned above for respective service shall be non-refundable. In case of re-tender, the bidder may use the same transaction statement; they need not pay twice in case of re-tenders.
2. Please note that cover No. 2 (Financial bid/tender) will be opened only in respect of qualified and eligible contractors who fulfill the eligibility/criteria according to their submitted (Application) in Cover No. 1 (Technical Bid).
3. Uploading of bid/tender does not constitute any guarantee for opening of financial bid. Opening of Financial bid (Cover No. 2) of tender will be decided by the CEO based on inter-alia, past tract record, financial position & experience by the applicant/contractor.
4. No Conditional tenders will be accepted.
5. Manual Bids will not be accepted.
6. The Bidder/contractor is bound by all rules and regulations, terms, and conditions fixed by the Cantonment Board and any violation may invite forfeiture of his earnest money.
7. The bidder may download the "Tender Document" and other terms and conditions as available on the web site of <http://eprocure.gov.in/eprocure/app>.
8. The interested tenderers shall register with the e-tendering portal of Government and submit their bids on line after logging in to their accounts at themselves registered with website <http://eprocure.gov.in/cppp>.
9. The interested bidders may also visit the website of Cantonment Board Dalhousie ([www.cbdalhousie.org](http://www.cbdalhousie.org)) for further details. Prospective bidders are requested to browse through these two web sites regularly as any further amendments will be published in these websites only.
10. The tender fees of Rs.1000/- (not refundable) must be deposited as per the details are given below:

<b>In favor of:</b>	Dalhousie Cantt Fund
<b>A/C No.</b>	11321778724
<b>IFSC Code:</b>	SBIN0000729
<b>Bank:</b>	SBI Dalhousie

The statement of transaction must be attached along with other Technical Bid documents.

11. The EMD @ 2% of the total contract value must be attached along with other Technical Bid documents. The EMD must be in the form of Demand Draft, of any Nationalized Bank in favor of Chief Executive Officer, Dalhousie Cantt.
12. The **total contract value is Rs. 14,00,000/- (Rupees Fourteen Lakhs)** approximately. This value may change (increase/decrease) depending different circumstances; the value mentioned doesn't bind the Cantonment Board in any way.
13. The actual number of employees/category of employees demanded by the Board may change depending on various factors, including delay/non-availability/refusal of sanction of competent authority. Contractor will have no claim whatsoever in this regard. The demand being made through this tender is tentative only.
14. The contractor shall have to provide uninterrupted contractual services of below mentioned staff. The Numbers of staff may increase or decrease at the discretion of the Board/CEO, as explained above.

Clerk	01
Pipe Fitter	01
Special Educator/Teacher (for disabled Children's School)	01
Ayah (for disabled Children's School)	01
Ayah (for Hospital)	01
Safaiwala's (01 for Board Consy and 08 for Mily Consy)	09
Bhisty (01 for Board Consy and 01 for Mily Consy)	02
Radiographer (X-Ray technician)	01

15. The educational qualifications and age limit of each of the above category of staff must be as per the State government norms. In case of any ambiguity, or non-availability of the minimum qualifications as per the State Government, the decision of the Board will be final. Board may put more conditions, in addition to State Government norms, depending of the needs and requirements.
16. The wages of the staff will be governed as per the State government norms for the contractual staff. Also, the other benefits such as EPF, ESI, Service Taxes, etc will be governed as per State Government rules.

17. The bidder shall have to quote his rate of profit in % age. This profit is also termed as the Service Charges.
18. The rate quoted by the bidder 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.
19. The lowest bidder will have to pay sales tax/income tax/service tax as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the agency, otherwise it shall be deductible from his payments.
20. The contract will be valid for one year from the date of approval of the board.
21. The list of documents mentioned in the Checklist is required for technical evaluation. If required, the bidders may be asked to submit more documents at any stage.
22. The lowest bidder shall have to produce all the important documents before the execution of agreement. The Contracting agency shall have to complete above formalities/documents within the prescribed time, failing which the lowest offer shall be terminated and EMD shall be forfeited and the agency may be barred/blacklisted from participating in any tender process in Cantt. Board.
23. The conditions mentioned in this document will form part and parcel of the agreement to be executed with the successful bidder. 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.
24. The contractor will supply the list of worker(s) with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.
25. Any contract labor 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. Moreover, these employees will be entitled to avail only weekly rest after performing continuous 6 working days. 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;

26. The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the CEO.
27. The payment will be made to contractor as per actual bills submitted with deduction, if any, applicable.
28. The penalty @10% of the monthly value of the contract shall be imposed for non-commencement of work within 7 days after the issue of the allotment letter subject to the condition that in no case it shall exceed the value of the total contract cost. 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 Contractor. In case the authority competent to do so finds that the grounds given by the Contractor are reasonable & satisfactory.
29. The contractor shall call for the applications through news papers and other means from the applicants for the posts mentioned and as per prescribed qualification, in the Performa approved by the CEO at his/her own expenses. The panel of eligible candidates will be prepared, out of which staff will be provided by the contractor. The Board will not be bound to place the order for provision of services of manpower as per the tender as the same is tentative hence the number may vary. The CEO/representative is authorized to verify the credentials/skills of the staff engaged by the contractor.
30. The contractor shall deploy required personnel to provide the said services and immediately communicate the names, parentage, educational/professional qualification, residential address, correspondence address, age etc. of the person(s) as and when deployed or changed from time to time. The contractor 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 contractor will be got certified from the appropriate authority by the contractor at his own level.
31. Any candidate selected for engagement shall not leave the job until he/she serves one month notice of his/her intention to the contractor who shall intimate the Cantonment Board about this same.
32. The persons deployed by the contractor for the work shall be employees of the contractor for all intents and purposes. The contractor will ensure that employees are medically fit. The antecedents of the persons to be provided by the contractor

will be got certified from the appropriate authority by the contractor at his own level.

33. The Cantonment Board, Dalhousie, shall in no case be involved in disbursement of the salaries or otherwise. The contractor 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 Labor Department, EPF, ESI or any authority etc. about the staff engaged.
34. The staff deployed by the contractor shall be responsible for taking the stock entries of all immovable and movable 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 contractor and the authorized official. 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 contractor or out of the security deposit or any money of the contractor with the Board on any account including losses. He will be liable for criminal breach of trust in case any employee has been so found involved.
35. **An amount equal to 10% of the annual contract value** shall be deposited by the second party with the first party as security deposit out of which 5% will be deposited before signing of the agreement and remaining 5% will be deducted from first monthly bill of conservancy charges and the same shall be refunded to the second party by the first party after three month of successful completion of the contract period;
36. 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.150/- per head per 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.
37. 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;
38. The staff/ work force deployed by contractor will work under the supervision of supervisory staff of the Office, Hospital, School and Sanitation Branch 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 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.

39. 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, 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 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 in first week of every ensuing month. The contractor will also furnish a certificate to the CEO regarding payment of salaries/dues to the staff deployed and deposit of EPF & EDLI etc. to the EPF authorities. The contractor shall be solely responsible to get himself registered with labour/EPF authorities or any lapse or delay for the submission of any reports/returns to the concerned authority of Labour Department, EPF, ESI etc. about the staff engaged in Board in under this contract.
40. The terms of N.I.T. and conditions other than mentioned in this agreement shall form part of this agreement.
41. The Identity Card, uniform 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.
42. In case the contractor does not provide satisfactory services to the satisfaction of the Cantt. Board/CEO then the contract shall be terminated by the Board and the Security deposit of Contractor shall be forfeited.
43. In case of any emergency the contractor may be required to undertake conservancy services by deploying the same workers elsewhere.
44. The contractor will be liable to maintain all labor record as per the provisions of Labor Act.
45. The contract may be extended for a further period if mutually agreed by both the parties.



46. RESPONSIBILITY FOR PAYMENT OF WAGE

- a. The contractor shall be responsible for payment of wages to each worker employed by him as contract labor and such wages shall be paid before the expiry of prescribed period i.e. 1<sup>st</sup> week of every ensuing month.
- b. The CEO may 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.
- c. 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** only.
- d. 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 labor 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.
- e. 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 arrear will have to be paid by the contractor to the labor.

47. 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 reason 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.

48. TERMINATION OF CONTRACT.

In the event of exigencies arising due to the death, infirmity, insolvency of the contractor 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 contractor are not found satisfactory by the CEO/ Cantt. Board 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 contractor to any third person for subletting the whole or a part of the contract to any third person OR,
- e. On contractor being declared insolvent by competent court of law OR.
- f. During the notice period for termination of contract in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor 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.

IN WITNESS WHEREOF the said parties have here to respectively subscribe their names at the places and on the dates hereinafter in each satisfaction.

Dated 16.03.2016

Chief Executive Officer  
Dalhousie Cantt