

No: CBB-21-8/MP

Dated 27.06.2019

**RE-TENDER NOTICE 2019-20 (COVER NO. 1)**

PROVISION FOR CONTRACTUAL SERVICE OF SKILLED/UNSKILLED/CLERICAL MANPOWER FOR VARIOUS SERVICES TO THE CANTONMENT BOARD, BAKLOH.

RE-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 BAKLOH from interested parties/contractors who are technically and financially capable as per the terms and conditions given below.

Sr No	Name of maintenance/repair work	Estimated cost*	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 BAKLOH	16,00,000/-	3% of the Total Contract Value (approx).	06% of the Total Contract Value (approx).	1000/-	For the period of one year w.e.f. 01.06.2019 or till the joining of regular incumbents, whichever is earlier.

(\* The amount may increase or decrease subject to the sanction of the budget estimates (Revised) and availability of funds.)

**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> .	27.06.2019 1500 Hrs
2.	Start Date and Time for downloading of tender documents	27.06.2019 1500 Hrs
3.	Last Date and Time for downloading of tender documents	04.07.2019 1800 Hrs
4.	Start date and time of Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	27.06.2019 1500 Hrs
5.	Last date and time for Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	04.07.2019 1800 Hrs

6.	Last date and time for earnest money deposit in the form of Demand Draft from any scheduled/ Nationalized Bank in favor of Chief Executive Officer, BAKLOH Cantonment Board, in the office of Cantonment Board, BAKLOH ( in original). Copy shall be uploaded online and original to be submitted offline as per due dates. A separate draft for tender fee/cost may be attached with earnest money draft amounting to Rs. 1000/- only.	04.07.2019 1800 Hrs
7.	Date and time for opening of Technical bids (Cover 1)	06.07.2019 1100 Hrs
8.	Date and time for opening of Financial bids (Cover 2)	08.07.2019 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. License copy from concerned licensing cum labor officer (labor license)

9. Solvency certificate

**10. Annual turnover on the basis of ITR for last three years**

**11. Total Experience certificates of the same services.**

- 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.
- In case the applicant does not EPF/ESI number, he shall get the same within 30 days of award of contract, failing which contract will be cancelled and security deposit will be forfeited without any further notice.

- *As per the Ministry of Micro, Small and Medium Enterprises Office Order dated 23 Mar, 2012, with regard to Public Procurement Policy for MSEs, Para 10, “To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money, adopting e-procurement to bring in transparency in tendering process and setting up a Grievance Cell in the Ministry of Micro, Small and Medium Enterprises”*

*Additionally, as per Para 1:*

*“the Public Procurement Policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises”*

*The qualifying firms need not submit the tender fees and EMD. However, they must submit a scanned copy of registration certificate, in lieu of the two documents (tender fee and EMD proofs).*

**Note:- READ CAREFULLY SPECIAL INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THIS EPROCUREMENT PORTAL OF PAGE No. 10 IN POINT NUMBER 6, 7, 8, AND 9.**

**Note2: READ CAREFULLY SPECIAL INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR EMD/TENDER FEE OF PAGES NUMBER 03**

Sd/xxx  
CHIEF EXECUTIVE OFFICER,  
BAKLOH CANTONMENT

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

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 on the basis of technical evaluation of 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> and [www.cbbakloh.org.in](http://www.cbbakloh.org.in)
8. The interested tenders 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 BAKLOH ([www.cbbakloh.org.in](http://www.cbbakloh.org.in)) 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. Cost of tender is Rs. 1000/- (Rupees One Thousand only) which is to be deposited in the account No.0562000100022954 (Punjab National Bank, BAKLOH) of Cantonment Board through digital payment. Demand draft also be accepted which should accompany with the earnest money. Copy of Demand Draft of Rs. 1000/- may be attached with earnest money.
11. The EMD @ 3% 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, BAKLOH Cantt.
12. The **total contract value is Rs. 16,00,000/- (Rupees Sixteen 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
Plumber	01
Special Teacher	01
TGT (Biology)	01
Shastri	01
JBT	02
TGT	05
Cutting & Tailoring	01
Language Teacher	01
Drawing Teacher	01
Ayah	02

15. The educational qualifications and age limit of each of the above category of staff must be as per the State/ Central government norms. In case of any ambiguity, or non-availability of the minimum qualifications as per the State/ Central 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/ Central government norms (whichever is higher) for the contractual staff. Also, the other benefits such as EPF, ESI, Service Taxes, etc will be governed as per the concerned 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 or till the joining of regular incumbent, whichever is earlier 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, BAKLOH, 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 06% of the annual contract value** shall be deposited by the second party with the first party as security deposit 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 Lablur 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. 1st 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.

#### **SPECIAL INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THIS EPROCUREMENT PORTAL**

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline /SafeScrpt/TCS.
1. Bidder then logs into the portal giving user id / password chosen during enrollment.
2. The e-token that is registered should be used by the bidder and should not be misused by others.
3. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
6. **The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and percentage of total minimum wages for the month and percentage in words only.**
7. **Bidder has to enter the Bidder Name and percentage of total minimum wages for the month and percentage in words only in BOQ template of the tender, no one column of the BOQ template should be blank then tender will be rejected.**
8. **If Bidder quoted rates of financial bid BOQ template columns i.e percentage of total minimum wages for the month and percentage in words are different then tender will be rejected.**
9. **If the rates of bidders in financial bid are same then firstly consider the highest annual turnover on the basis of ITR for last three years of Bidder if the turnover of the bidder will be same then secondly consider the total highest experience of Bidder in same services.**
10. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app.or> [www.cbbakloh.org.in](http://www.cbbakloh.org.in).
11. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
12. Bidder should arrange for the EMD and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
13. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
14. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
15. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16. **It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids, Which are not Frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
17. The Contract provides for Offline payments, the details of the Earnest Money Deposit (EMD) in the form of Demand Draft from the Scheduled bank drawn in favour of Chief Executive Officer, BAKLOH Cantonment Board, tender fee in the form of Cash Deposit Receipt (Cantt.

4-B) of firm with Cantt. Board be **submitted physically** to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.

18. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
19. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
20. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
21. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
22. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
23. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
24. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
26. The BAKLOH Cantonment Board reserves the right to cancel the process/ contract at any time without assigning any reason whatsoever.

Sd/xxx

CHIEF EXECUTIVE OFFICER,  
BAKLOH CANTONMENT

Aforementioned conditions are acceptable to me.  
Signature of Contractor.