

**SHORT TERM E-TENDER
DOCUMENT
FOR**

**Providing
Skilled/Semiskilled/Unskilled Manpower**

**Issued By
Cantonment Board Jutogh**

**O/O Chief Executive Officer
Cantonment Board Jutogh
Under Ministry of Defence, Govt. Of India
Shimla-171008
Phone No. 0177-2837598
Fax No. 0177-2837598
Email-id:- cbjutogh@dggest.org
Website :www.cbjutogh.org**

INDEX

Sr. No	CONTENTS	CONTENTS PAGE No.
1.	INDEX	2
2.	NOTICE INVITING TENDERS	3
3.	BIDDER'S ELIGIBILITY CRITERIA (BEC) AND GENERAL TERM AND CONDITONS	4-16
4.	HOW TO REGISTER FIRM WITH CANTONMENT BOARD BEFORE APPLYING FOR E-TENDER AND FORM F-1	17-19
5.	COVER 1 (TECHNICAL BID FORM S F-2 TO F-5	20-24
6..	COVER 2 (FINANCIAL BID) AND FORM F-5	25-26

CANTONMENT BOARD, JUTOGH
Tel. No. 0177-2837598. Fax No. 0177-2837598.
Website Address: www.cbjutogh.org

No: CBJ/81-E/SKILLED-UNSKILLED/VOL-IV/564

Dated 10 /01/2018.

SHORT TERM E-TENDER NOTICE

E - Tenders are invited through electronic tendering system under two-bid system <http://eprocure.gov.in/eprocure/app> from highly reputed, well established & professional Supporting Staff agencies, capable of providing skilled/unskilled manpower according to terms and conditions given in tender document. Agencies have to register their firms in Cantonment Board, Jutogh before applying for E-tender.

Sr. No.	Name of Work	Estimated Cost (In Rs.)	Earnest Money Deposit @ 2% (In Rs.)	Security Deposit	Tender form fee (In Rs.)	Registration Fee (In Rs.)
1.	Providing skilled/Semiskilled/Unskilled manpower	2949504/-	59000/-	An amount equal to 10% of the annual contract value	1500	5000

Critical Dates:

1.	Publishing Date and time of tender documents through E-procurement http://eprocure.gov.in/eprocure/app .	10/01/2018 at 1700 hours
2.	Start Date and Time for downloading of tender documents	10/01/2018 at 1700 hours
3.	Last Date and Time for downloading of tender documents	18/01/2018 at 1200 hours
4.	Start date and time of Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	11/01/2018 at 1000 hours
5.	Last date and time for Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	18/01/2018 at 1700 hours
6.	Date and time slot for submission of original application, tender fee in the form of DD and earnest money deposit in the form of FDR from any scheduled/ Nationalized Bank in favour of Chief Executive Officer, Jutogh Cantonment Board, in the office of Cantonment Board, Jutogh (in original). Copy shall be uploaded online and original to be submitted offline as per due dates.	20/01/2018 upto 1100 hrs
7.	Date and time for opening of Technical bids (Cover 1)	20/01/2018 at 1130 hours
8.	Date and time for opening of Financial bids (Cover 2)	20/01/2018 at 1430 hours

The Firm/suppliers has to register themselves with Cantonment Board, Jutogh by submitting a fee of Rs 1500 in the form of DD/Cash .

A. BIDDER'S ELIGIBILITY CRITERIA (BEC):

1. The Agency/Contractor should be approved/recognized/registered by Govt. of India/State Govt. for providing similar services.
2. The Agency/Contractor must comply with the statutory requirement, such as registration with ESI, EPF, PAN, GST, P. Tax & Service Tax etc. along with proofs and copies of latest three months challans.
3. The Agency/Contractor (its holding or subsidiary) must have three years experience in executing similar services to Govt. Cantt. Boards/offices and reputed public/private sector Organizations.
4. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Deptt., or any other organization and Agency/Contractor should not have any litigation in any of the Labour Court(s). An affidavit to that effect on Non-Judicial stamp paper of Rs. 10/- duly notarized should be enclosed with the Technical Bid. Also to note that the applicant is /has not formed/part of any cartel at any time for processing any contract including the present tender.
5. Each **Agency/Contractor** shall submit only one Tender for the entire scope of work. A **Agency/Contractor** who submits more than one tender or part tender, his tender will be treated as non-responsive & rejected.
6. The **Agency/Contractor** should have registered office in Himachal Pradesh (Proof to be attached).
7. *The Agency/Contractor have to register their firms with Cantonment Board, Jutogh before applying for E-tender.*

B. MODE OF SUBMISSION OF TENDER

The Agency/Contractor has to submit online bids through procurement web portal <http://eprocure.gov.in/eprocure/app>. viz. Technical bid (Cover 1) and financial bid (Cover 2).

No Manual Bid will be accepted.

The technical bid (Cover 1) must be accompanied with the following documents:-

1. **(Cover 1) TECHNICAL BID, UPLOAD THE FOLLOWING DOCUMENTS IN THE TECHNICAL BID :-**
 - a) Scanned copy of receipt Cantt 4-B or Demand Draft in favour of Chief Executive Officer, Cantonment Board Jutogh, Payable at Totu (to be paid in office or online in the office account, not refundable) against payment of Tender Document downloaded from the CPP portal. As per **F-2**.

- b) Scanned copy of DD/FDR/ on account of Earnest Money Deposit (EMD) as per **F-2**
- c) Scanned copy of Demand Draft against payment of registration fee for registration of the firm with Cantonment Board Jutogh (Not refundable). As per **F-2**.
- d) Bidder's Eligibility Criteria **F-3** along with the documentary proof.
- e) No Deviation Confirmation as per **F-4**.
- f) Undertaking –cum affidavit duly notarized as per **Form F-6**.
- g) Details of providing Skilled/Unskilled manpower rendered in the past with documentary proof.
- h) Company/Agency/Contractor profile.
- i) Documents related to Trade License and ITR, PAN, Professional Tax Registration, Service Tax Registration, EPF & ESI Registrations etc.
- j) Duly signed and stamped all the [ages of this tender document
- k) Additional documents, if any.

Note: Submit the documents uploaded with Technical Bid (cover 1) in original in the office of Cantonment Board Jutogh on or before 20/01/2018 upto 1100 hours.

II. (COVER 2) FINANCIAL / PRICE BID

- a) BID Form **F-2** accepting all terms and conditions.
- b) Schedule of Financial/Prince bid in the form of BOQ.pdf .Do not tamper / change the BOQ sheet otherwise bid will be rejected. Only mention the % age rates in Blank columns as asked therein.

C. OFFILINE SUBMISSION OF ORIGINAL DOCUMENTS UPLOADED AT CPP PORTAL IN THE OFFICE OF CANTONEMNT BOARD JUTOGH:

1. Last Date and time for submission of original documents (Form F-I to F-6) including all the related documents in original as mentioned/Uploaded with Technical Bid (Cover 1) is **20/01/2018 upto 1100 hours**.
2. The cover 1 must be sealed and addressed to the Chief Executive Officer, Jutogh Cantt.
3. The envelope must contain the name, address and contact details of business of the person or persons submitting the BID and must be **signed and sealed by the Bidder with his signature on every page of the BID**.
4. BID by a partnership firm/consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other

authorized representatives. The copy of partnership deed/consortium agreement should also be furnished.

5. The Bidder's name stated in the BID shall be exact legal name of the firm/company/ corporation etc. as registered or incorporated.
6. All changes/alteration/corrections in the BID shall be signed with date in full by the person or persons signing the bid.
7. **No erasing and/or overwriting are allowed.**
8. **(Cover 2) Financial Bid document need not be sent offline.**

D. SELECTION CRITERIA

- I. Technical bid (Cover 1):** Technical bid submitted online will be opened in the Office of the Cantonment Board, Jutogh in the presence of Chief Executive Officer/tender opening committee (Bid openers). Technical bid will be opened online first to verify its contents as per requirements. If the various documents contained do not meet the requirements of the Cantonment Board Jutogh Cantt, the contractor's financial bid will not be considered for further action.
- II. Financial bid (Cover 2):** Financial bid of only those Agency/Contractors who qualified in the technical bid (Cover 1) and original documents submitted in the office , will be opened on the date and time declared in tender notice. If the financial bid i.e. BOQ could not be opened due to "Document Decryption Failed" reason and if minimum three financial bids i.e. BOQ opened successfully then the tender will succeed for further action. The failed bid/bids shall be considered to be rejected.

Cantonment Board, Jutogh is not responsible for any postal delay or delay due to link failure/internet problem etc. in respect of submission/receipt of any documents or in submission of e-bid. It is the responsibility of the Bidder to make sure that the required documents/ e-bid shall be submitted in time.

Tender Opening committee constituted by the **Cantonment Board Jutogh** will examine the entire proposal on the basis of technical Bid and the financial Bid of only those **Bidder/Agencies** will be opened who qualifies in the technical bid evaluation.

E. INSTRUCTIONS TO BIDDER

1. Technical bid and financial/price bid will be submitted concurrently, duly digitally signed in the website portal www.eprocure.gov.in/cppp . The tender document may be downloaded from website & submission of technical bid / financial bid as per Tender time schedule.
2. Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender inviting Authority form an integral part of contract & Agency/Contractors are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within stipulated date and time as given in the Tender Notice

3. The Agency/Contractor shall carefully go through the documents and prepare the required documents, and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated location of Technical Bid. He needs to fill up the % age rates, downloaded for the financial Bid in the designated cell and upload the same in designated location of financial bid.
4. The documents uploaded must be virus scanned and digitally signed using the Digital Signature Certificate (DSC) by the authorized signatory.
5. For submission of e-tender, bidders are requested to get themselves registered with www.eprocure.gov.in website alongwith class-II/III Digital Signature Certificate (DSC) issued by authorized issuing authority under IT Act 2003.
6. For complete details, refer website www.eprocure.gov.in at CPP portal.
7. The Cantt. Board may issue amendment / errata to the tender documents before due date of submission of tender. The Agency/Contractors are required to read the tender documents in conjunction with amendments, if any, issued by the Cantt. Board The Agency/Contractor is not supposed to incorporate any amendment / errata in the body of tender documents either in ink or pencil. In case the Agency/Contractor on the body of tender incorporates amendments/errata issued, they shall not be considered and the amendment / errata issued by the Cantt. Board shall only hold good. The amendments/errata issued to these documents if any would be uploaded on web site of <http://eprocure.gov.in/eprocure/app>. and will also be uploaded on Cantonment Board web site www.cbJutogh.org.The contractors shall visit these sites from time to time to see these amendments/errata's.
8. The bidders are required to upload the completed documents only after satisfying each and every condition laid down in the tender documents.
9. Cantonment Board Jutogh / CEO reserves the right to postpone and / or extend the date of receipt of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from the Cantonment Board.
10. Transfer of Tender document purchased by one Bidder to another is not permissible. Similarly, transfer of BID submitted by one Bidder to another is also not permissible. No Alteration in the essence of BID, once submitted shall be permissible. In case the Bidder transfers the BID or modifies/withdraws during the period of validity, his EMD shall be forfeited.

F. 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 /SafeScript/TCS**.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.

3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. 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.
6. 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.
7. 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 Values only.
8. 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.cbjutogh.org>.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
10. 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.
11. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids
12. 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.
13. 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.
14. 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.**
15. The Contract provides for Offline payments, the details of the Earnest Money Deposit (EMD) in the form of Demand Draft/FDR from the Scheduled bank drawn in favour of Chief Executive Officer, Jutogh Cantonment Board, tender fee in the form of Cash Deposit Receipt (Cantt. 4-B) and Registration fee of firm with Cantt. Board in the form of Cash Deposit Receipt (Cantt. 4-B)

be submitted physically to the Cantt. Board and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

16. 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.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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**).

G. GENERAL TERMS & CONDITIONS

1. Agencies have to register their firms with Cantonment Board, Jutogh before applying for E-tender by depositing registration fee of Rs. 5000/- in the form of Demand Draft in favour of Chief Executive Officer, Cantonment Board Jutogh payable at PNB, Totu in the office alongwith the documents required for registration of the firm.
2. Tender Form Fee of Rs. 1500/- in the form of Demand Draft in favour of Chief Executive Officer, Cantonment Board Jutogh payable at PNB, Totu, is to be submitted physically in the office of Cantonment Board Jutogh on account of Tender form downloaded from the CPP portal along with Cover 1 and the proof of the same is to be uploaded on CPP portal while bidding.

3. Each BID must accompany EMD in the form of Demand Draft /FDR duly pledged of **Rs. 59000/-** issued by any scheduled/ Nationalized Bank in favour of Chief Executive Officer, Jutogh Cantonment Board,
4. Receipt of Registration Fee, Receipt of Tender form Fee and EMD shall be submitted with the **Part I- Technical BID. BID submitted without these three type of fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.**
5. Financial bid of only those bidders will be opened who qualifies in technical bid evaluation.
6. The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.
7. The EMD of successful Bidder will be discharged upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security. No interest shall be paid on the EMD.
8. Bid submitted by Bidder shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the Cantt. Board.
9. The contractor shall have to provide uninterrupted contractual services of below mentioned staff. The Numbers of staff and designations required may increase or decrease at the discretion of the Board/CEO.

S. No.	Designation	Requirement
1.	Clerk	1
2.	Peon	2
3.	Cook-cum-attendant for guest house	1
4.	Data Entry Operator	2
5.	Mali	1
6.	Safai karamchari	8
7.	Mazdoor	4
8.	Bhisti	1
9.	Driver	1
10.	Jr. Engineer (Civil)	1
11.	Pharmacist/Compounder	1
12.	NTT (Nursery Teacher)	2
13.	Drafts Man	1
14.	Aya/Caretaker	1
15.	Sr. Lab Technician	1
16.	Music Teacher	1
17.	Yoga Instructor	1
18.	Plumber	1
19.	Chowkidar	1

20.	Gym Instructor	1
21.	Computer teacher	1
22.	Drawing teacher	1
23.	Draughtsman	1

10. The tenderer shall have to quote his rate of profit in % age as per Accumulative Expenditure in Appendix – A. The profit shall not be allowed on L.S. expenses and EPF etc. 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;
- 10(A) The tender will be considered only on the basis of profit % age quoted above accumulative expenditure. The separate rate for ESI,EPF,Service Tax etc needs not required to be quoted in the tender form other than profit in % age of Accumulative expdt. as EPF,ESI, Service Tax etc. have to be deposited as per the rules. IF ESI is not applicable Workmen Compassion is to be paid and proof to be submitted in the office along with the monthly bills,
11. The lowest tenderer (Contractor) will have to pay sales tax/income tax/service tax on contract amount as applicable. If any additional rates/taxes/income tax have to be paid, that shall be borne by the agency, otherwise it shall be deductible from his payments.
- 11(A) The contracting agency will have to provide the separate account to each contract employees in which the amount of deduction on account of EPF,ESI etc. is to be deposited by the agency in his/her account from the salary of the individual concerned.
12. The contract will be valid for one year from the date of commencement;
13. The lowest tenderer shall have to fulfill the following formalities before the execution of agreement;
- Registration under the contract Act (Regulation & Abolition) Act 1970.
 - Possession of EPF Code number, STC Code number as per rules.
The Contracting agency shall have to complete above formalities within one month from the date of receipt of acceptance letter 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.
14. The conditions will also form part and parcel of the agreement to be executed with the successful tenderers.
15. 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.
16. The contractor will supply the list of worker(s) with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.

17. The contractor is to provide services of conservancy safaiwalas, for desalting drains/underground drains, of roads, streets side berms or any other land under the management of the Board, for collection, loading/unloading and removal of filth, rubbish and any type of municipal solid waste. Conservancy safaiwalas will also be required for cleaning of group toilets and public urinals etc.
18. Every individual safaiwala has to report for duty daily at a given time and place, to the authorized representative of the Board i.e. Sanitary Inspector/Sanitary Supervisor and to perform given duty to the entire satisfaction of the CEO or his authorized representatives for full working hours.
19. 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;
20. The contractor maybe required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the CEO.
21. The contract amount will be paid to the first party in 12 equal monthly installments on providing satisfactory services as per the agreement subject to deduction/reduction/withholding for non-performance and extra payment for extra services provided;
22. 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.
23. 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 applicants minimum of 05 for each post will be interviewed by the CEO/ representative(s) of the Board or any other authorize official. 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 menpower as per the tender as the same is tentative hence the number may vary.
24. The contractor 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 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.

25. Any candidate selected for engagement shall not leave the job until he/she serves one month notice of his/her intention otherwise he/she shall be liable to pay an amount equal to one month wages in lieu of notice and monetary benefit will be allowed according to length of service as decided by the board.
26. The persons deployed by the contractor for the work shall be employees of the contractor for all intents and purposes. There shall be no relationship of employer and employee between the Cantonment Board, Jutogh, either implicitly or explicitly. 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.
27. The Cantonment Board, Jutogh, 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 Labour Department, EPF, ESI or any authority etc. about the staff engaged.
28. 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.
29. 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 have been so found involved.
30. **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 submitted by the Contractor/firm. The security shall be refunded to the second party by the first party on completion of the contract period.
31. 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 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;

32. 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;
33. The staff/ work force deployed by contractor will work under the supervision of supervisory staff of the Sanitary 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.
34. 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.

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** only.

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 State Govt. from time to time. In case of non compliance the arrear will have to be paid by the contractor to the labour.

39. **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.

40. **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.

41. The terms of N.I.T and conditions other than mentioned in this agreement shall form part of this agreement.
42. The Identity card and badge disclosing identity of the person deployed on work to be issued by the contractor at his own cost as prescribed by the Board.
43. 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.
44. In case of any emergency the contractor may be required to undertake conservancy services by deploying the same workers elsewhere.
45. The contractor will be liable to maintain all labour records as per the provisions of labour Act.
46. The contract may be extended only for the period of further one year if mutually agreed by both the parties.
47. The contractor shall give the affidavit cum-undertaking duly notarized, on format given below in form f-6 that they will only work upon profit percentage which is given by Cantt. Board/CEO. They will not charge any commission and any hidden charges from the employees deployed by the Contractor.

Sd/xxx

CHIEF EXECUTIVE OFFICER, JUTOGH
(TANU JAIN)

Aforementioned conditions are acceptable to me.

Signature of Contractor

HOW TO REGISTER FIRM WITH CANTONMENT BOARD BEFORE APPLYING FOR E-TENDER

Before applying for E-tender, the **Agency/Contractor's must register themselves** in the office of Cantonment Board Jutogh by paying a Registration fee of **Rs. 5000/- (Rupees Five Thousand only) in the form of Demand Draft** in favour of Chief Executive Officer, Cantonment Board Jutogh payable at PNB, Totu . **Following documents must be submitted in the office while applying for registration of firm with Cantonment Board:-**

1. Agency/Contractor's General Information **F-1** along with the documentary proof and application for registration of firm.
2. Details of providing Skilled/Unskilled manpower rendered in the past with documentary proof.
3. Documents related to the statutory requirement, such as registration with ESI, EPF, PAN/TIN/GST, P. Tax & Service Tax etc. along with proofs.
4. An affidavit to the effect that the Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Deptt., or any other organization and Agency/Contractor should not have any litigation in any of the Labour Court(s) on Non-Judicial stamp paper of Rs. 10/- duly notarized.
5. The Agency/Contractor should be approved/recognized/registered by Govt. of India/State Govt. for providing similar services.
6. Additional documents, if any.

Note: The applicant should submit signed copy of all the above mentioned documents in office.

F-1

BIDDER'S GENERAL INFORMATION

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency/Contractor :
2. Number of Years in Operation :
3. Registered address :
1. Operational Address if different from above:
2. Telephone No. (Landline) :
3. Tele fax No. :
4. GST No.
5. EPF No.
6. PAN No.
7. Mobile No. :
8. Email Address :
9. Name & Address of Branch, if any :

13. Type of Organization (whether private limited/LLP/ partnership/sole proprietorship) as per attached proof:
14. Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm:
15. ISO Certification, if any {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)

COVER I
(TECHNICAL BID FORM F-2 TO F-5)

F-2

DETAILS OF REG. FEE/TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT

Tender form Fee Name of The Bank Demand Draft No.: Amount: Dated:	:	
Registration Fee Name of The Bank Demand Draft No.: Amount: Dated:	:	
3.Earnest Money Deposit i) Name of The Bank ii) Demand Draft No.: or FDR No: iii) Dated: iv) Amount:	: : : : : : : :	

Dated:-

**Signature of the Bidder or
His /Her authorized signatory
With Seal of the Agency/Contractor**

Note: - Scanned signed copies must be uploaded online and original to be sent offline in (Cover 1) Technical Bid by due date.

F-3
BIDDER'S ELIGIBILITY CRITERIA

S. No.	Description	Confirmation (Yes/ No)	Proof attached at Page No
1	Does your Agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/GST and Service Tax Registration authorities and license to execute such contracts?		
2	Do you possess required 03 years of experience in providing Skilled/Unskilled manpower in Govt. Cantt. Boards/ offices or reputed public/ private sector organizations.		
3	Do you have any experience of providing similar services in Municipalities/Cantonment Boards/Govt. Organizations etc.?		
4	Have you attached a list of contracts awarded during last 3 years (Name of the organizations)?		
5	Whether the Earnest Money in the form of Bankers Demand Draft/ FDR are enclosed?		
6	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
7	Do you have a registered office in Himachal Pradesh?		
8	Have you registered yourself with Cantonment Board Jutogh before applying for e-tender?		
9	Whether Form F2 to F5 duly filled enclosed?		

Date:

Signature and Seal of Bidder

Note: - Enclose copies of the relevant documents.

F-4

NO DEVIATION CONFIRMATION

To

THE CHIEF EXECUTIVE OFFICER,
CANTONEMNT BOARD JUTOGH,
DISTT. SHIMLA, HP 171008

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

F-5

UNDERTAKING

‘I/We_____ do hereby undertake that, I/We will not charge any kind of recruitment charges or any other hidden charges from any of the employee being supplied to your department reference your tender and if found so, the security deposit will be forfeit and the firm be blacklisted from your department for any future tender.’”

(SEAL AND SIGNATURE OF BIDDER)

COVER 2

FINANCE BID DOCUMENTS

(BID FORM F-6 AND SCHEDULE OF RATES

APPENDIX-‘A’)

F-6

BID Form

To

THE CHIEF EXECUTIVE OFFICER,
CANTONEMNT BOARD JUTOGH,
DISTT. SHIMLA, HP 171008.

SUBJECT: BID FOR PROVIDING SKILLED/SEMISKILLED/UNSKILLED MENPOWER

- 1) Having carefully examined all the BID Documents attached to your invitation to Tender ref No. CBJ/- dated _____, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Rs. _____ /- (Rupees _____) as Earnest Money Deposit in form of Demand Draft /FDR No. _____ dated _____ issued by _____ in favour of **CHIEF EXECUTIVE OFFICER, CANTONEMNT BOARD JUTOGH.**
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Tender document and having understood the same we confirm our acceptance in it without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninety) days from the date of opening of the BID/Tender and the period shall remain binding.
- 5) We hereby submit our offer and upload “**Schedule of Rates**” for **Financial Bid in cover 2.**

Witnesses:

For and behalf of:

(Signature) (Signature and Seal)

Name _____

Address in full _____

FINANCIAL BID (Cover 2)

APPENDIX-'A'

<u>SR. NO.</u>	<u>DESIGNATION</u>	<u>REQUIREMENT</u>	<u>MONTHLY PAYMENT</u>	<u>AMOUNT</u>
01.	Clerk	01	7810.00	7810.00
02.	Peon	02	6200.00	12400.00
03.	Cook-cum-attendant for guest house	01	6384.00	6384.00
04.	Data Entry Operator	02	7660.00	15320.00
05.	Mali	01	6200.00	6200.00
06.	Safai Karamchari	08	6200.00	49600.00
07.	Mazdoor	04	6200.00	24800.00
08.	Bhisti	01	6200.00	6200.00
09.	Driver	01	8240.00	8240.00
10.	Jr. Engineer (Civil)	01	14590.00	14590.00
11.	Pharmacist/Compounder	01	11470.00	11470.00
14.	Aya/Caretaker	01	6200.00	6200.00
15.	Sr. Lab Technician	01	13500.00	13500.00
17.	Yoga Instructor	01	11856.00	11856.00
18.	Plumber	01	7810.00	7810.00
19.	Chowkidar	01	6200.00	6200.00
20.	Gym Instructor	01	11856.00	11856.00
21.	Computer teacher	01	11856.00	11856.00
22.	Drawing Master	01	13500.00	13500.00
TOTAL ONE MONTH				245792.00

Grand Total for one year (245792 x 12) = Rs. 2949504 /-

Agency/Contractor's rate of profit in %age on the accumulative expenditure in Appendix A =

(SEAL AND SIGNATURE OF BIDDER/CONTRACTOR)