

CANTONMENT BOARD ALLAHABAD
2, ASHOKA ROAD, NEW CANTT. ALLAHABAD

NOTICE INVITING E-TENDER (NIT)

Sr. No.	Name of work.	Tender document fee	Estimated cost (Rs.)	Earnest money (Rs.)	Last date & Time for submission of EMD, tender cost	Last date & time of submission on line bids	Time and date of opening of on line technical bids	Time and date of opening of on line Financial bids
1.	Providing Manpower for Conservancy Services for Sweeping, Cleaning of Roads, Streets, Cleaning of Nalas, Drains, Public Group Latrines etc and all Common areas in Allahabad Cantonment Military Area	3,000/-	2,10,00,000/-	4,20,000/-	24 hours before the opening of technical bids	20.09.2017 (up to 1700 hrs)	22.09.2017 (1200 hrs)	Will be intimated after technical evaluation of bids

1. 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](http://eprocure.gov.in/cppp) (organization Dir. Gen.Defence Estate, HQ.)

2. The interested bidders may also visit the website of Cantonment Board Allahabad (www.canttboardalld.org.in) for further details.

3. Prospective bidders are requested to browse through these web sites regularly as any further amendments / corrigenda will be published in these web site only.

(DINESH KUMAR REDDY)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

No. Adv. No. 01 /SW /2017-2018/
Office of the Cantonment Board
Allahabad.

Dated 28 August, 2017.

**COMPOSITION PAGE
CANTONMENT BOARD, ALLAHABAD**

NAME OF WORK : PROVIDING MANPOWER FOR CONSERVANCY SERVICES FOR SWEEPING, CLEANING OF ROADS, STREETS, CLEANING OF NALAS, DRAINS, PUBLIC GROUP LATRINES ETC AND ALL COMMON AREAS IN ALLAHABAD CANTONMENT MILITARY AREA

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Signature of Contractor

Dated:-.....

**(Dinesh Kumar Reddy)
Chief Executive Officer
Cantonment Board, Allahabad**

**NOTICE INVITING E-TENDER
CANTONMENT BOARD, ALLAHABAD**

NAME OF WORK : PROVIDING MANPOWER FOR CONSERVANCY SERVICES FOR SWEEPING, CLEANING OF ROADS, STREETS, CLEANING OF NALAS, DRAINS, PUBLIC GROUP LATRINES ETC AND ALL COMMON AREAS IN ALLAHABAD CANTONMENT MILITARY AREA

APPENDIX 'A' TO NOTICE INVITING e-TENDER

1.	Name of Work	Providing Manpower for Conservancy Services for Sweeping, Cleaning of Roads, Streets, Cleaning of Nalas, Drains, Public Group Latrines etc and all Common areas in Allahabad Cantonment Military area
2.	E-Tender Reference No.	CA NO CEO/ALD/ SW /MANPOWER/2017-2018
3.	Estimated cost of work	Rs. 2,10,00,000/-
4.	Cost of tender documents	Rs. 3,000/- (Non-refundable) in the shape of Demand Draft from any Scheduled / Nationalized Bank in favour of Chief Executive Officer, Cantonment Board, Allahabad. Note: Scanned copy shall be uploaded online and original to be submitted in Cantt. Board office before due date.
5.	Period of contract	Annual Contract for 12 months
6.	Amount of earnest money for contractor not enlisted with Cantt. Board	Rs. 4,20,000/- in the shape of Deposit receipt / DD/FDR from any scheduled/ nationalized Bank in favour of Chief Executive Officer, Cantt. Board, Allahabad. Note: Scanned copy to be uploaded online and original to be submitted offline to Cantt. Board office before due date .
8.	Last date of receipt of online bid/application	Refer critical dates shown below
9.	Date of opening of bid	Refer critical dates shown below
10.	Eligibility Criteria	<u>A.Tenderers fulfilling following minimum criteria shall only be considered eligible for tendering :-</u> (i) Successfully completed works of similar nature of work during last 7 years in government organization / Semi Government Organization / Autonomous Bodies / PSUs ending last day of months previous to the one in which NIT published:- (I) Three similar completed work each costing not less than Rs 84.00/- Lakh Or (I) Two similar completed works each costing not less than Rs 1.26/- Crore Or (III) One similar completed work costing not Less than Rs 1.68/- Crore <u>Note:</u> Contractor should upload scanned copy of valid enlistment letter of concerned department and certificates of above works from concerned department regarding satisfactory completion of work on line before due date.

		<p>Tenderer should also meet the following criteria</p> <p>(a) Solvency : Rs. 84.00/- Lakh</p> <p>(b) Average annual turnover for two consecutive years not less than 63.00/- Lakh</p> <p>(c) No Recovery is outstanding in Govt. Department.</p> <p>(d) Attested copies of police verification/Character Certificate from police authority of proprietor/each partner/each Director be submitted.</p> <p>(e) Documents required in Technical Bid.</p> <p>(f) Valid license issued by Govt. of India, Min. of Labour & Employment</p> <p>Note: Scanned copies of supporting documents to be uploaded online before due date.</p>
CRITICAL DATES		
11.	Last date and time of submission of On Line Bids	20.09.2017 (up to 1700 hrs)
	Date and time of opening of ON LINE TECHNICAL BIDS	22.09.2017 (1200hrs)
	Date and time of opening of On Line Financial Bids	Will be intimated on line while up loading technical evaluation report
12.	Type of contract	Rate contract.
13.	Security Money	5% of Tendered Amount
14.	Validity of tender	90 days

Notes:

A. The contractor shall note that the demand draft / Call deposit receipt shall be in favour of **Chief Executive Officer, Cantonment Board, Allahabad**. Cost of tender documents shall be non-refundable. However EMD shall be returned to the applicant whose Financial Bid (Cover No 2) is not opened. Please note that Financial Bid will be opened only in respect of qualified and eligible contractors who fulfill the eligibility/criteria according to their technical bid submitted in cover No. 1 (Technical bid).

B. Uploading of bid does not constitute any guarantee for opening of financial bid of tenderer. Opening of Financial-bid (cover No. 2) of tender will be decided by the competent authority based on interalia, past track record, financial position & experience of similar works executed by the applicant/contractor, fulfilling eligibility criteria. The Cantonment Board / CEO shall receive bids (Technical Bid -cover No.1 & Financial bid- cover No. 2) up to the last date & time of bid submission/extended date of bid submission as applicable. The firm / contractor should upload TDS certificate of last two years.

C. The decision of the Cantonment Board/ CEO shall be final and binding regarding opening of Financial Bids. No contractor shall be entitled for any type of claim whatsoever for non-opening and opening of any Financial Bid.

D. For submission of e-tender, bidders are requested to get themselves registered with Government e-procurement portal [http://eprocure .gov.in/cppp/](http://eprocure.gov.in/cppp/) along with digital Signature Certificate (DSC) issued by authorized CA under IT Act 2003.

E. For complete details refer Government e-procurement portal [http://eprocure .gov.in/cppp/](http://eprocure.gov.in/cppp/) and Cantt. Board office website www.canttboardald.org.in.

F. Any change/modification in the tender will be intimated through above mentioned website only Bidders are therefore requested to visit these websites regularly to keep themselves updated.

G. Financial bids received without EMD in original and cost of tender documents in original will not be opened.

H. GST as per Govt. Rules and regulations amended / updated from time to time.

Signature of Contractor

Dated:

(Dinesh Kumar Reddy)
Chief Executive Officer
Cantonment Board, Allahabad

ONLINE TENDER

Tele: (0532) 2422121

Cantonment Board
2, Ashoka Road, New Cantt,
Allahabad – 211001
Dated .2017M/S _____

_____**NAME OF WORK : PROVIDING MANPOWER FOR CONSERVANCY SERVICES FOR SWEEPING, CLEANING OF ROADS, STREETS, CLEANING OF NALAS, DRAINS, PUBLIC GROUP LATRINES ETC AND ALL COMMON AREAS IN ALLAHABAD CANTONMENT MILITARY AREA**

1. The complete tender documents for the work mentioned above are available online only in two cover system (Technical bids & Financial bids) on Government e-procurement portal <http://eprocure.gov.in/cppp/> to enable you to quote for the same.

2. The quoted tender will be received online only by the Chief Executive Officer, Cantonment Board ,Allahabad through website <http://eprocure.gov.in/cppp/> .

3. For any details and clarification you may contact to Office Superintendent, Cantt. Board, Allahabad on any working day in this office or through office Tele phone No (0532) 2422121.

4. First technical bids will be opened on due date. Financial bids only of qualified and eligible tenderers will be opened who fulfills the eligibility /criteria according to their technical bid submitted in cover No 1(Technical bid).

4. The tender must be accompanied by a certified true copy of the power of attorney in favour of signatory of the tenders, which should interalia empowered him to bind the firm to Arbitration clause in case of partnership firm . In case of proprietorship concern, the signatory of the tender documents shall enclosed a certified true copy of an affidavit stating that he is sole proprietor of the concern / firm.

5. (a) Attention of the tenderers is drawn that If any condition stipulated by Cantonment Board in the tender documents is omitted or modified or proposes alteration to any of the conditions/specifications, laid down in the tender documents or proposed by new conditions whatsoever is liable to be rejected. Any tender which does not comply with this requirements is liable to be considered as non bonafide.

(b) No omission or modifications are acceptable with regard to the followings:-

- (i) Commencement and completion of works as provided in tender documents.
- (ii) Scheme in general
- (iii) Provisions regarding Sale Tax (Trade Tax) and/or Value Added Tax, other taxes, charges, GST etc.

(c) Attention of the tenderers is drawn that conditional tender are liable to be rejected. In spite of this it has come to our notice that tenderers are in the practice of attaching their own conditions. This is uncongenial in the case of competitive tenders; it is therefore informed that your tender should be based solely on the conditions of contract contained in tender documents issued by the Cantonment Board. Any tender which does not fulfill this essential requirements shall be considered as "NON BONAFIDE" and will not be considered for acceptance.

6. (a) The tenderers should note that their offer should be inclusive of all sales tax, Trade tax)/or Value Added tax, construction works welfare cess , Income Tax, Other charges / cess ,EPF,ESI etc as applicable as required by General Conditions of Contracts/ by Govt/ by Cantonment Board . **No conditional tenders shall be accepted.**

7. The tender documents are available online only to quote the rates as applicable by the tenderers.

8. The tenderer (s) who are not enlisted with Cantonment Board, Allahabad shall deposit earnest money amounting to Rs 4,20,000/- (Four Lack Twenty Thousand only) along with the tender. Working contractors of cantonment Board shall also deposit earnest money as mentioned above.

9. (a) Any revision/ modification in offer shall not be allowed.

(b) In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as revocation of offer), after opening of tenders, the Earnest Money deposited by him shall be forfeited. In case of Cantonment Board enlisted contractors, the amount equal to the Earnest Money stipulated in the Notice of e-Tender shall be notified to the tenderer for depositing the amount through Demand Draft, failing which the amount shall be recovered from payment due to such Contractor or shall be adjusted from his Standing Security deposit.

(c) In addition, such tenderers and his related firms shall not be allowed to participate in any tender for one year in the Cantonment Board, Allahabad.

10. If the tender is submitted on behalf of a firm of partnership or a limited concern, it must be signed either by all the partners or some person holding a valid power of attorney from the partners constituting the firm. The person signing the tender on behalf of partner or on behalf of firm shall attach with power of attorney to bind such other person or the firm as the case may be in all matters pertaining to the contract including the arbitration clause even in case of firms which have already granted power of attorney to an individual authorizing him to sign tenders and contract documents on behalf of the firm and in pursuance which tenders are being signed by such power as a routine, a fresh power of attorney duly executed in his favour by all the partners as the case may be including condition relating to arbitration clause should be submitted with the tender, unless such authority already been given to the person(s) concerned by the firm. However in the case of sole proprietorship firm a self sworn affidavit is required to be submitted along with the tender.

11. Tenderers are advised to quote ONLINE TENDER within time well in advance to avoid delay/problems in quoting due to heavy network traffic/ congestion at later stage.

12. This letter shall form part of the tender documents and shall be downloaded from website along with the tender documents.

13. This tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.

14. Rates quoted less than minimum wages, as approved by the Govt., shall be rejected and necessary action as deemed fit shall be taken against the tenderer.

15. Tenders received with unworkable rates shall be rejected and necessary action as deemed fit shall be taken against the tenderer.

Signature of Contractor
Dated:-.....

Chief Executive Officer
Cantonment Board, Allahabad

CANTONMENT BOARD ALLAHABAD

Tele: (0532) 2422121

ONLINE TENDER

Cantonment Board
2, Ashoka Road, New
Cantt, Allahabad – 211001

Dated .2017

M/S _____

NAME OF WORK : PROVIDING MANPOWER FOR CONSERVANCY SERVICES FOR SWEEPING, CLEANING OF ROADS, STREETS, CLEANING OF NALAS, DRAINS, PUBLIC GROUP LATRINES ETC AND ALL COMMON AREAS IN ALLAHABAD CANTONMENT MILITARY AREA

Dear Sir(s),

1. The tender documents are available in two covers system online only on portal address [http://eprocure.gov.in /cppp/](http://eprocure.gov.in/cppp/). The various critical dates of tender are available on portal address [http://eprocure.gov.in /cppp/](http://eprocure.gov.in/cppp/).
2. All documents must be uploaded as per requirement.
3. Any correspondence concerning this tender should be addressed as indicated at the top of this sheet, quoting the reference as given above. For any clarification regarding the tender you may contact on office phone number given at the top of this sheet.

**CANTONMENT BOARD ALLAHABAD/CEO DOES NOT BIND ITSELF
TO ACCEPT THE LOWEST OR ANY TENDER**

**CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD
(Dinesh Kumar Reddy)**

CANTONMENT BOARD ALLAHABAD
NOTICE OF e-TENDER

1. A tender is invited for the work as mentioned in Notice inviting e-Tender including appendix „A“ to Notice inviting e-tender.
2. The work is estimated to cost as indicated in aforesaid Notice inviting e-Tender including appendix „A“ to Notice inviting e-tender.
3. This estimate, however not a guarantee and is merely given as a rough guide and if the work costs more or less, tenderer will have no claim on this account.
4. The tender shall be based as mentioned in aforesaid Notice inviting e-Tender including appendix “A” to Notice inviting e-tender..
5. The work is to be completed within the period as indicated in aforesaid Notice inviting e-Tender including appendix “A” to Notice inviting e-tender.
6. Tenderers must submit satisfactory completion report from the concerned department with regard to eligibility criteria on line along with bids and off line in Cantt. Board office before the due date of opening of technical bid.
7. The Cantonment Board, Allahabad will be the Accepting Authority here in after referred to as such for the purpose of this contract.
8. Tender forms , General conditions of contract and other necessary documents together with technical bid Part-A and Part-B ,Schedule “A”(BOQ) and Notice inviting E-Tenders with its appendix “A” have been uploaded which can be obtained from Government portal address **<http://eprocure.gov.in/cppp/> (organization Dir.Gen.Defence Estates, HQ).**
9. The Chief Executive Officer will return the earnest money wherever applicable to all unsuccessful tenderers after taking necessary decision by the Cantonment Board.
10. The Chief Executive Officer either return the Earnest money to the successful tenderer on receipt of an equal amount of security deposit or will retain the same on account of part of security money if such transaction is feasible and balance amount of security deposit will be deposited by the successful tenderer within specified time.
11. Copies of the agreement and other documents pertain to the contract (signed for the purpose of identification by the Chief Executive Officer or his accredited representatives) and details of skilled establishment staff to be supplied by the contractor and other details will be opened for inspection by the Tenderers in the offices of Chief Executive Officer, Cantonment Board, Allahabad during office working hours.
12. The tenderer shall be deemed to have full knowledge of all relevant document, site, etc, whether he has inspected them or not.
13. Tenders will be received online only in two bid systems by the Chief Executive Officer, Cantonment Board, Allahabad on or before the due date and time indicated in the aforesaid Notice inviting e-Tender.
14. Any tender which proposes any alterations to any of the conditions of this contract or proposes any other condition of any description whatsoever is liable to be rejected.
15. The submission of tender by a tenderer implies that he has read this notice and the

conditions of contract and has made himself aware of the scope of the work to be done and of the conditions of sites etc required for proper completion of work in all respect and local conditions and other factor bearing on the execution of the contract.

17. Tenderers must be very careful to quote a bonafide tender complete with all the documents forming part of the tender. A bonafide tenderer must satisfy each and every condition laid down in this notice.

18. The Cantonment Board, Allahabad (the Accepting Authority) does not bind itself to accept the lowest or any tender or to give any reason for not doing so.

19. This notice of tender shall form part of the contract documents / contract agreement. The successful tenderer / contractor on receiving intimation of acceptance of his bid by accepting authority shall within the time as specified in acceptance letter deposit security money equal to 5% of tendered amount and execute contract agreement on the prescribed format of Cantonment Board Allahabad which is available in the Office of Chief Executive Officer for inspection. The Chief Executive Officer shall issue letter of award of contract on behalf of Cantonment Board, Allahabad. In the event of lowest / successful tenderer fail to deposit Security money and execute contract agreement, the Earnest Money deposited by him shall be forfeited. In case of Cantonment Board enlisted contractors, the amount equal to the Earnest Money stipulated in the Notice of Tender shall be notified to the tenderer for depositing the amount through Demand Draft etc, failing which the amount shall be recovered from payment due to such Contractor.

In addition, such tenderer and his related firm shall not be allowed to participate in any tender for one year in the Cantonment Board, Allahabad.

20. The **Cantonment Board, Allahabad** will be the Accepting Authority of the tender. The Cantonment Board, Allahabad / Chief Executive Officer does not bind to accept the lowest or any tender or to give any explanation for not accepting the lowest tender and will reserve the right at any time after the acceptance of a tender to keep back from the contractor. The Board/CEO also reserves the right to accept the tender in part for any of the item or works and tenderer shall be bound to execute the same at the rates quoted by him/ them.

Signature of Contractor

Dated:-.....

**Chief Executive Officer
Cantonment Board, Allahabad**

GENERAL CONDITIONS OF CONTRACT

1. The estimated cost of the work will serve only approximate guide and may be varied at the discretion of the Board/ CEO.
2. The complete tender documents for the work mentioned above are available online only in two cover system on Government e-procurement portal <http://eprocure.gov.in/cppp/> to enable you to quote for the same. The quoted tender will be received online only by the Chief Executive Officer, Cantonment Board ,Allahabad through Government e-procurement portal <http://eprocure.gov.in/cppp/> by downloading as per the Notice inviting e- tender and appendix "A" to notice inviting e-Tender . Various critical dates are available on Government e-procurement portal <http://eprocure.gov.in/cppp/>.
3. The earnest money deposited by the contractor pledged to the Chief Executive Officer, Cantonment Board, Allahabad shall be forfeited if he (successful tenderer) fails to deposit security money and execute contract deed/ contract agreement within stipulated time notified in acceptance letter and work shall be cancelled and such contractor and his related firm shall not be allowed to participate in any tender for one year in Cantonment Board, Allahabad.
4. The **Cantonment Board, Allahabad** will be the Accepting Authority of the tender. The Cantonment Board, Allahabad / Chief Executive Officer does not bind to accept the lowest or any tender or to give any explanation for not accepting the lowest tender and will reserve the right at any time after the acceptance of a tender to keep back from the contractor. The Board/CEO also reserves the right to accept the tender in part for any of the item or works and tenderer shall be bound to execute the same at the rates quoted by him/ them. The Board reserves the right to accept / reject any tender without assigning any reason.
5. Tenders submitted by persons (contractor) who are in any way indebted to the Board will not be entertained.
6. Clearance certificate of income Tax should be enclosed along with the tender. Contractor shall also submit PAN Card (PAN No) of the firm, Tin Number, Trade Tax Valid registration, Bank Solvency of any nationalized Bank/ scheduled commercial Bank/Solvency from DM or from Govt. approved valuer, Three Years Bank Statement, Enlistment with Govt. Department in appropriate class.
7. The successful tenderer shall have to deposit security money in advance before execution of contract agreement at the rate of 5% of tendered amount in the form of only FDR/CDR/ Bank Guarantee of Nationalized Bank in favour of the Chief Executive Officer, Cantonment Board, Allahabad. The security so furnished will only be refunded after satisfactory completion of contract by the contractor and after making final payment and if no dispute pending between the service provider and the Cantonment Board.
8. Under no circumstances father and sons or brothers or any close relation shall be allowed to participate for the same contract as separate competitors in the tender. Any firms having relationship as above amongst its partners shall also not participate in the tender against each other. All such tenders shall be rejected and their names be removed from the approved list of the contractor of the Board, the expenses, if any incurred by the Board on account of any litigation, shall also be payable by the contractors violating this condition. In case firms are non registered Cantonment Board firms, they shall not be allowed to participate in any tender for one year in Cantonment Board, Allahabad.
9. The contractor should be very careful in quoting the rates as once a tender accepted no representation with a view to rerating the same will be considered.
10. The Bidder is bound by all rules and regulations fixed by the Board and any violation may invite forfeiture of his earnest money / security money.No conditional tenders will be accepted.

11 Tender document indicating full details of the tender is available at Cantonment Board website www.canttboardald.org.in and portal address <http://eprocure.gov.in/cppp/> and shall be submitted through e-tendering portal only. The bids will not be accepted in any other form. Bidders are advised to get themselves acquainted with the requirement for e-tendering at portal mentioned above. Clarification needed, if any may be obtained from the office on any working day from Office Superintendent CB Allahabad.

12. Cost of tender form is to be paid through Demand Draft in favour of Chief Executive Officer, Cantt Board, payable at Allahabad. Non-submission of Tender purchase receipt shall lead to disqualification.

E-bids shall be submitted in two bid system as follows:-

- a) Technical e-bid &
- b) Financial e-bid

13. Tender documents duly completed in all respects containing Technical Bid along with all the documents and the Financial Bid (separately) to be uploaded (in English only) at portal mentioned above positively. Each page of documents submitted with the Technical Bid should be signed by the authorized representative of the Bidder.

14. The Bidders are required to furnish an earnest money deposit of Rs. 4,20,000/- (Four Lack Twenty Thousand Only) through Demand Draft/FDR in favour of Chief Executive officer, Cantt Board Allahabad.

15. A copy of the receipt of the payment made is to be uploaded with the technical bid of tender documents at the time of submission. Non-submission of EMD shall lead to disqualification.

- a) Financial Bids of Technically Qualified Bidders only will be opened.
- b) Cantonment Board, Allahabad reserves itself the right to extend the date of receiving/opening of the bids.

16. No hard copy of any document will be entertained by this office, unless and until specifically directed to do so. The opening of the Financial Bids shall be done only after the evaluation of technical bid in due course.

17. Cantonment Board Allahabad is not responsible for any postal 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 is submitted in time.

18. The firm quoting tender must have a fully functional office in Allahabad.

19. All bidders have to submit the Tender Fee and EMD original separately in the office of the Cantt Board Allahabad on or before the last date of on line submission of bids.

20. The bidder is solely responsible for submission of Demand Draft/EMD and fee deposit, non-submission will lead the disqualification.

21. **Payment:-** The mode of payment of wages must be through cheque or online transfer to the bank accounts of contractual employees. Proof to be submitted with the bills. Wages distribution in the form of cash-in-hand to the employees will not be accepted.

The bill shall be submitted by the service provider/agency in duplicate mentioning all requisite details such as name of manpower, place of duty, duty time, attendance sheet and date etc on post monthly basis subject to satisfactory services rendered during the preceding month and payment may be made to the contractor/service provider after obtaining satisfactory report from concerned Office Superintendent. The payment statutory charges like EPF, ESI etc. will be made to the contractor in arrears on actual after submission of documentary evidence by the contractor to the effect that these charges have been deposited with the concerned Govt. Authorities. Any change in minimum wages, any statutory contribution/duty/tax upward as a result of any statutory variation taking place within contract terms, it shall be reimbursed to the extent of actual quantum of such wages, statutory contribution/duty/tax paid to the contractor by the Cantt. Board. Similarly, in case of downward revision in minimum wages, any statutory contribution/duty/tax, the actual quantum of reduction of

such wages, statutory contribution, duty /tax shall be reimbursed to the Cantonment Board by the contractor.

22. The contract rate shall be based on existing minimum wages promulgated by the Ministry of labour and Employment of Govt. of India and will be subject to revision on revision of minimum wages by Ministry of labour and Employment of India for which intimation shall be submitted by the service provider/ contractor along with relevant copy of Govt. order. The payment to the service provider/ contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

23. In case of any deficiency found in services of contractor, the Chief Executive Officer shall be at liberty to impose fine **Rs 500/- per day** which will be deducted from monthly payment of the contractor.

24. No liability shall be incurred by the Cantonment Board nor shall the acceptance of a tender considered binding until the final contract documents have been signed by the authority competent and the contractor and work order has been placed. However, The Cantonment Board/ CEO shall reserve the right at any time after the acceptance of a tender to keep back from the contractor and contractor shall not be entitled to claim any compensation.

25. Terms and General Conditions of the contract will be rigidly enforced and no excuse will be considered for incompleteness of contract / work.

26. Submission of tender by the contractor implies that he has read the tender notice, General Conditions of the contract, all other contract documents and has fully understood the scope of the contract.

27. This Complete tender documents and notice inviting e- tender shall on acceptance of a tender be attached to and be deemed to form part of the contract agreement/ contract documents.

28. Any information regarding the work / contract i.e. its condition and draft agreement etc. can be obtained from the Office Superintendent, Cantonment Board, Allahabad between 1500 hours to 1600 hours every day except holiday.

29. Any tender which proposes alteration to any of the conditions, specifications laid down in the tender documents or any new condition whatsoever is liable to be rejected.

30. It is strictly forbidden to modify or change the arithmetical or any or all the tendered items by a percentage deductions or increase and tender so received will be rejected.

31. In the event of tender being submitted by a firm it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a legal power of attorney/authorizing him to do so.

32. Advance income tax, trade tax and any other taxes, charges, cess etc as prescribed by the Govt. and as applicable shall be recovered from each and final payments. Tendered rates shall be inclusive of all taxes and levies, charges as mentioned above.

33. In case of any dispute the settlement of which is not provided under any clause of this contract it shall be referred to the sole arbitrator, the President, Cantonment Board (or) his nominee whose decision shall be final, conclusive and binding on all parties to the contract.

34. The contractor must write their correct and complete address, mobile number, e mail, Fax No etc in tender and arrange to take delivery of all letters. If any letter sent through registered post is received back undelivered it will be the contractors own responsibility and contractor shall be bound for action as required through the content of such letter.

35. The terms and conditions of the tender notice shall also form part of the agreement.

36. SITE

The tenderers / service provider are advised to inspect and examine the site (s) and its surroundings and satisfy themselves before submitting their tenders with regard to form and nature of site (s), ground conditions and sub-soil, the means of access to the site, the accommodation they may require, local facilities working labour rates prevalent in the area and all other information, circumstances etc which may influence or affect their tender. The tenderer shall be deemed to have full knowledge of the site (s) and all the necessary study information, which may affect works under the contract, and studied carefully the terms and conditions of the contract, working conditions of contract. The tenderer shall be deemed to have visited the site and have knowledge of site in all respect before submitting the tender irrespective of the fact whether or not he actually visits site. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

37. SECURITY AND PASSES ETC.

The contractor shall employ only Indian Nationality after verifying their antecedents and locality. The contractor shall on demand by the CEO submit a list of his agent, employees and working people concerned and shall satisfy the CEO regarding the bonafide of such workmen.

38. MINIMUM WAGES

The Central Government in exercise of the powers conferred under Clause (b) of section 3 read with clause (i) of sub-section (1) of section 4 of the minimum wages Act, 1948 has revised the minimum rates of wages per day for all category of employees specified in column no. (1) of the Gazette Notification S.O.No. 191(E) for the Schedule Employment of "Employment of Watch and Ward" which is effective from the date of publication.

The workers are eligible for the minimum wages quoted against their respective category and next VDA shall be effective from 01-04-2017 only.

The other details of notification S.O.No. 191(E) is available in ministry of Labour & employment website labour.gov.in

39. SIGNING OF CONTRACT DOCUMENT

The person signing the tender on behalf of another or on behalf of a firm shall attach with the tender a proper power of attorney duly executed in his favour by such other person or by all the partners stating that he has authority to bind such other persons or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. In case of proprietorship concern the signatory of the tender documents shall enclose a certificate of an affidavit stating he is sole proprietor of the concern.

40. PERIOD FOR KEEPING TENDER OPEN

The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial tenders 90 day the date of opening of financial bid, if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender, then the Cantonment Board, Allahabad shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer and his related firm shall not be allowed to participate in any tender for any work for one year. In case of Cantt. Board registered contractor, amount equal to earnest money shall be recovered from his any payment due to him and tenderer and his related firm shall not be allowed to participate in any tender of any work for one year.

41. SECURITY OF CLASSIFIED DOCUMENTS

The contractor shall not communicate any classified information regarding the work either to sub contractor or other without prior approval of the CEO in writing. The contractor shall also not make copies of the any documents furnished to him in respect of works to others. Subletting of contact shall not be permitted.

The contractor shall employ only Indian National after verifying their antecedents and locality. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work.

42. A register shall be maintained by the Cantonment Board on the prescribed format mentioning the details of provided by the service provider ie date, time, place of duty etc which will be signed by the both ie service provider or his representative and representative of Cantonment Board daily which will only be the authentic record of the manpower provided by the contractor.

43. WORKING HOURS

The timing of the working hours may be changed as and when required by the Chief Executive Officer. Work shall be done as per day to day instruction of Office Superintendent and guidelines of Chief Executive Officer.

44. Any amount of work to be executed under this contract shall be subject to allocation of fund under the Expenses head by the competent authority and availability of sufficient funds with the Board. No claim/compensation from the contractor shall be entertained in this regard by the Cantt. Board.

45. All the tools, plants, equipments etc for the purpose shall be provided by the Cantonment Board.

46. Labour Laws to be complied by the contractor.

47. The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and Industrial Disputes Act, 1947 before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfill these requirements shall attract the penal provisions against the contractor. Besides, other action as required shall also be taken by the authority concerned/ BOARD.

48. **CONTRACTOR SUPERVISION:** - The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent approved by the C.E.O. to act in his stead.

49. TERMS OF THE CONTRACT

The term of contract shall be for Five Months with effect from October 2017 to February 2018.

A. **SCOPE OF SERVICES:** - Providing services by deploying required number of staff for the Schools, Hospital and Office at Cantonment Board, Allahabad Office and its other buildings situated in the Allahabad Cantonment.

1. The Agency shall provide such Manpower, who are able to do the work of Sweeping, cleaning of Roads and Streets, Cleaning of Nalas, Drains, public Group Latrines and other common areas in Allahabad Cantt.

2. The contractor shall be responsible for providing man-power for Cantonment Board, as per aforesaid details and actual requirement of the Cantonment Board. The staff shall be deployed as per the actual requirement/order of Chief Executive Officer/ Cantt. Board.

3. The Agency shall maintain records of inward and outward movement of men (regulation of guests and visitors), materials, etc with proper check on the same as per instructions given from time to time by Chief Executive Officer/ Cantt. Board.

4. The person deployed for the work shall be the employees of the contractor for all intent and purposes and the liability of the Board will be limited to the payment of contractual amount to the contractor. There shall be no relationship of employer and employee either explicitly or implicitly between the persons employed by the contractor and the Board. The contractor shall ensure that the persons employed are healthy and medically fit. The antecedents of the persons to be provided by the contractor shall be got verified from the appropriate authority by the contractor at his own level.

5. The staff provided by the contractor shall be punctual in his / her duty and shall complete the work assign to them promptly and timely. In case unsatisfactory performance of any workman/employee the contractor shall be responsible to replace the same. No payment shall be made for the workman whose performance shall be found unsatisfactory. The workman provided by the contractor shall report to the officer in-charge assigned by this office for the purpose of taking attendance and to detail their job.

6. The agency shall be responsible for protection, monitoring of the security gadgets installed at the Chief Executive Officer/ Cantt. Board premises and ensure proper access control mechanisms.

7. 3 Tractor and 1 JCB including POL and maintenance on hiring basis may have to be supplied after approval of competent authority.

B. Eligibility Criteria

1. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (Agency).

2. The Agency shall have the following Registrations and details of the same be provided in the Technical Bid:

- a) EPF Registration
- b) ESI Registration
- c) GST Registration
- d) Valid License, issued by Govt. of India.

C. Duties and Responsibilities of the Agency:-

1. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Chief Executive Officer/ Cantt. Board and maintain liaison with the police. FIR will be lodged by Chief Executive Officer/ Cantt. Board, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

2. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.

3. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-

tax Department.

4. The decision of Chief Executive Officer/ Cantt. Board in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

F. Termination of the Contract:

a) Chief Executive Officer/ Cantt. Board shall be at liberty at its entire discretion to terminate this contract forth with upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by his and/or by his employees, employed by it.

b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Agency.

c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.

d) If any attachment is levied and continues to be levied for a period of seven days upon Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.

e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.

f) If Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the Chief Executive Officer/ Cantt. Board, whose decision in that behalf shall be final is prejudicial to the interest or good name of the Chief Executive Officer/ Cantt. Board.

g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.

h) Violation of the provisions of Contract Labour (R & A) Act 1970, contract labour (Regulation and Abolition)rules 1971, MSGB Act and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.

i) On termination/expiry of the contract, the Agency will immediately remove all its personnel from the premises.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Chief Executive Officer/ Cantt. Board and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

50. COMPLIANCE WITH LAWS AND REGULATIONS

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

2. The persons deployed for the work shall be the employees of the Contractor for all intent and purposes and the liability of the Board will be limited to the payment of contractual amount to the Contractor. There shall be no relationship of employer and employee, either explicitly or implicitly, between the persons employed by the Contractor and the Board. The Contractor shall ensure that the persons employed are healthy & medically fit. The antecedents of the persons to be provided by the Contractor shall be got verified from the appropriate authorities by the Contractor at his own level.

3. The staff provided by the contractor shall be punctual in his duty and shall complete the work assigned to them promptly and timely to the satisfaction of Chief Executive Officer, Cantonment Board. In case unsatisfactory performance of any workman the service provider shall be responsible to replace the same. No payment shall be made for the workman whose performance shall be found unsatisfactory. The workmen provided by the contractor shall report to the officer-in- Charge assigned by this office for the purpose of taking attendance and to detail their job.

4. The contractor should be registered under ESI, Provident fund act and other relevant statutory enactments dealing with employment of labours. All existing statutory regulations of authorized Govt. body shall be adhered to by the service provider and all records maintained shall be provided by the service provider to this office for scrutiny and record of this office. Any failure to comply with any of the above regulations or any deficiency in services will render this contract liable for immediate termination without any prior notice.

5. The Board reserve the right to terminate the contract at any time during the currency of the contract by giving 15 days notice to the contractor / service provider without assigning any reason or cause whatever for doing so and the contractor shall not be entitled to get any compensation thereof whatsoever.

6. The Board reserves the right to terminate the contract on failure of the contractor to carry out the contract in accordance with the provisions and on committing any breach of any condition of this contract. In all cases any loss suffered by the Cantonment Board as a result to breach of any of the condition of this contract will be at the risk and cost of the contractor. The security money deposited by the contractor shall be forfeited to recover any penalty etc payable to the Board by the contractor.

51. CONTRACTOR PERSONNEL

(i) The contractor"s employees shall wear a clean uniform bearing the Contractor"s name and conduct themselves in a professional manner at all times and adhere to the contract Rule & Regulations. One time payment during the entire currency of the contract for provision of decent uniform and identity card to the contractual man power by the contractor will be reimbursed by the Cantonment Board @ Rs 500 per contractual man power on production of certified bill by the contractor.

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

(iii) The Contractor for reasons of race, creed or religion shall deny no person employment.

(iv) . Each employee shall at all times carry a valid driving license for the vehicle which they use.

52. The security money deposited by the service provider / contractor shall be forfeited by the Chief Executive Officer / Board if the contractor fails to continue the contract or fails to adhere the terms and conditions mentioned in the contract and the contract shall be terminated.

53. **The number of required staff may increase or decrease as per requirement.**

54. Tendered rates shall be inclusive of this.

Signature of Contractor

Dated:-.....

**Chief Executive Officer
Cantonment Board, Allahabad**

(SCHEDULE OF MINIMUM FAIR WAGES)

It is hereby agreed by *me/us that the” Schedule of Minimum fair wages” not enclosed with the tender document, has been supplied to *me/us for *my/our possession. *I/We have read and understood the rules/provision contained in the aforesaid schedule of minimum fair wage before submission to this tender and I/we agree that *I/We shall abide the terms and conditions there on as modified if any elsewhere in these tender documents.

It is here by further agreed and declared by *me/us that Schedule of minimum fair wages form part these tender documents.

NOTE: - Schedule of „Minimum Fair Wages” referred to above is available for reference in the office of Chief Executive Officer, Allahabad..

My/Our signature hereunder amounts to my/our having signed the aforesaid documents forming part of the tender.

Signature of Contractor

Instruction for Technical Bid ETC**Eligibility criteria for Bidder:-**

Following criteria must be fulfilled by the bidders.

1. The Bidder should have at least three years" experiences in providing manpower especially for Skilled and Unskilled services.
2. Each bidder fulfilling the following criteria will be eligible to participate in the tender:
 - a) Bidder should have EPF Registration from authorized Govt body
 - b) Bidder should have ESIC Registration from authorized Govt body
 - c) Valid labour license issued by Min. of Labour and Employment, Govt. of India
 - d) Bidder should have GST registration from authorized Govt body
 - e) Any other documents required in technical bids
3. The applicant"s Annual Turnover for the last two consecutive year i.e. Financial Year should be submitted in this regard such as copies of Income Tax Return along with copies of Balance Sheet and profit and Loss Account for the relevant year.
4. The applicant should also furnish copies of all the registration certificates under the various rules & regulations as applicable in its case such as Labour, PF, ESI, GST etc.
5. The required details and supporting documents in this regard should be submitted and mentioned in Technical Bid form A and B. All the documents should be numbered and enclosed as annexure with technical bid.

Note:- The Department reserves the right to relax any of the aforementioned conditions if adequate number of bid are not received.

Signature of Contractor
Dated:-.....

Chief Executive Officer
Cantonment Board, Allahabad

FRAUD AND CORRUPT PRACTICES

The Applicants and their respective Officers, Employees, Agents and advisors shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this invitation of Tender Document, Cantonment Board shall reject a tender without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process.

**Chief Executive Officer,
Cantonment Board Allahabad**