

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

NOTICE INVITING E-TENDER (NIT)

| Sr. No. | Name of service Contract | Tender fee | Estimated cost (Rs.) | Earnest money (Rs.) | Start date & Time for online bid submission | Last date & time for online bid submission | Last date & Time for submission of original EMD, tender fee receipt | Time and date of opening of on line technical bids | Time and date of opening of on line Financial bids |
|---------|--|------------|----------------------|---------------------|---|--|---|--|---|
| 1. | Provision of watch & ward Service in Allahabad Cantonment. | 3,000/- | 55,00,000/- | 1,10,000/- | 29.10.2018 at 1700 Hrs | 20.11.2018 (up to 1700 hrs) | 24 hours before the opening of technical bids | 22.11.2018 at 1130hrs | Will be intimated on line while uploading technical evaluation report |

1. Interested bidders shall register with e-tendering portal of Central Government and submit their bids on line after logging in to their accounts at themselves registered with website <http://eprocure.gov.in/cppp> (organization Dir. Gen. Defence Estate, HQ.)

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

3. Interested 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 ALLAHABD

No. Adv. No. 01 /Sanit /2018-19/
Office of the Cantonment Board,
2 Ashoka Road, New Cantt,
Allahabad.

Dated 29 October, 2018.

COMPOSITION PAGE
CANTONMENT BOARD, ALLAHABAD

NAME OF SERVICE CONTRACT: PROVISION OF WATCH & WARD SERVICE IN
ALLAHABAD CANTONMENT

| SI No | Particulars | Page No | |
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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 SERVICE CONTRACT: PROVISION OF WATCH & WARD SERVICE IN
ALLAHABAD CANTONMENT**

APPENDIX 'A' TO NOTICE INVITING E-TENDER

| | | |
|----|---|---|
| 1. | Name of Service Contract | <u>PROVISION OF WATCH & WARD SERVICE IN ALLAHABAD CANTONMENT</u> |
| 2. | E-Tender Reference No. | CA NO CEO/ALD/WWS/Sanit/2018-19 |
| 3. | Estimated cost of services | Rs. 55,000,00/- |
| 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 before due date and original to be submitted in Cantt. Board office on or before 20.11.2018 up to 1700 hrs. |
| 5. | Period of contract | Annual Contract for 12 months |
| 6. | Amount of Earnest Money for Deposit (EMD) | Rs. 1,10,000/- in the shape of Deposit receipt / DD from any scheduled/ nationalized Bank in favour of Chief Executive Officer, Cantt. Board, Allahabad. Note: Scanned copy to be uploaded online before due date and original to be submitted offline to Cantt. Board office on or before 20.11.2018 up to 1700 hrs. |

| | | |
|----|----------------------|---|
| 7. | Eligibility Criteria | <p><u>A.Bidders fulfilling following minimum criteria shall only be considered eligible for tendering :-</u></p> <p>(i) Successfully completed services of similar nature of services during last 7 years in Government/Semi Government organization/ Autonomous Bodies/PSUs ending last day of month's previous to the one in which NIT published:-</p> <p>(I) Three similar completed services each costing not less than Rs 22.00/- Lacks or (I) Two similar completed services each costing not less than Rs 33.00/- Lacks Or (III) One similar completed services costing not Less than Rs 44.00/- Lacks</p> <p><u>Note: Contractor should upload scanned copy of valid enlistment letter of concerned department and certificates of above services from concerned department regarding satisfactory completion of services on line.</u></p> <p><u>Bidder should also meet the following criteria</u></p> <p>(a) Solvency : Rs. 22.00/- Lacks (b) Average annual turnover for two consecutive years not less than 16.50/- Lacks (c) Attested copies of police verification/Character Certificate from police authority of proprietor/each partner/each Director be submitted. (d) Documents required in Technical Bid. (e) PASARA Certificate from Govt. of Uttar Pradesh (f) Valid License issued by Government of India, Ministry of Labour and Employment, Govt. of India</p> <p>Note: Scanned copies of supporting documents to be uploaded online before due date.</p> |
|----|----------------------|---|

8. **CRITICAL DATES**

| | | |
|-----|--|--|
| | Start date and time for online bid submission | 29.10.2018 at 1700 hrs |
| | Last date and time for online bid submission | 19.11.2018 at 1700 hrs |
| | Last date and time for submission of original EMD and tender fee receipt | 20.11.2018 at 1700 hrs |
| | Date and time of opening of online technical bids | 22.11.2018 at 11:30 hrs |
| | Date and time of opening of On Line Financial Bids | Will be intimated on line while up loading technical evaluation report |
| 9. | Type of contract | Service contract. |
| 10. | Security Money | 10% of Tendered Amount |
| 11. | 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 bidder. Opening of Financial-bid (cover No. 2) of tender will be decided by the competent authority based on fulfilling eligibility criteria, interalia, past track record, financial position & experience of similar services executed by the applicant/contractor. 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 Central Government e-procurement portal <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/> 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 is exempted for the subject service as per Sr. No: 03 of Exemption notification No. 12/2017-Central Tax(Rate).

Signature of Contractor
Dated:

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

ONLINE TENDER

Tele: (0532) 2422121

Cantonment Board Office
2, Ashoka Road, New Cantt,
Allahabad – 211001
S-48/2018-19/Sanit/
Dated .2018

M/S _____

NAME OF SERVICE CONTRACT: PROVISION OF WATCH & WARD SERVICE IN ALLAHABAD CANTONMENT

1. The complete tender documents for the services 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 by the Chief Executive Officer, Cantonment Board ,Allahabad through website <http://eprocure.gov.in/cppp/> .
3. For any details and clarification, you may contact Office of the Chief Executive Officer, Cantt. Board, Allahabad on any working day through office Tele phone No (0532) 2422121.
4. First, technical bids will be opened on due date. Financial bids of only qualified and eligible bidders will be opened who fulfills the eligibility criteria according to their technical bid submitted in cover No 1(Technical bid).
5. The tender must be accompanied by a certified true copy of the power of attorney in favour of signatory of the tenders, which should inter alia, empower 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 enclose a certified true copy of an affidavit stating that he is sole proprietor of the concerned firm.
6. (a) Attention of the bidders is drawn to the condition 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 new conditions whatsoever, the bid is liable to be rejected. Any tender which does not comply with these requirements is liable to be considered as non bonafide.

(b) No omission or modification is acceptable with regard to the following:
 - (i) Commencement and completion of services as provided in tender documents.
 - (ii) Scheme in general
- (c) Attention of the bidders is drawn to the condition that conditional tenders are liable to be rejected. In spite of this, it has come to our notice that bidders are in the practice of attaching their own conditions. This is uncongenial in the case of competitive tenders; It is, therefore, informed that 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 these essential requirements shall be considered as "NON BONAFIDE" and will not be considered for acceptance.
7. (a) The bidders should note that their offer should be inclusive of all taxes, fees, charges, rates, cess, EPF, ESI etc, as applicable, as required by General Conditions of Contracts/ by Govt/ by Cantonment Board. No conditional tenders shall be accepted.
8. The tender documents are available only online to quote the rates as applicable by the bidders.

9. The bidders who are not enlisted with Cantonment Board, Allahabad shall deposit Earnest Money amounting to **Rs 1,10,000/- (One lack ten thousand only)** along with the tender. Working contractors of Cantonment Board shall also deposit Earnest Money as mentioned above.

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

(b) In the event of lowest bidder 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 bidder 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 bidders and his related firms shall not be allowed to participate in any tender for one year in the Cantonment Board, Allahabad.

11. 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.

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

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

14. This tender shall remain open for acceptance for a period of 90 days from the date of opening of financial bid of the tender.

15. 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 bidder.

16. Tenders received with unserviceable rates shall be rejected and necessary action as deemed fit shall be taken against the bidder.

Signature of Contractor

Dated:-.....

**Chief Executive Officer
CANTONMENT BOARD, ALLAHABAD**

**OFFICE OF CANTONMENT BOARD
2, ASHOKA ROAD, NEW CANTT, ALLAHABAD.**

Tele: (0532) 2422121

ONLINE TENDER

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

S-48 / 2018-19/ SANIT /

Dated .2018

M/S _____

NAME OF SERVICE: PROVISION OF WATCH & WARD SERVICE IN ALLAHABAD CANTONMENT

Dear Sir(s),

1.The tender documents are available in two cover 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 services as mentioned in Notice inviting e-Tender including appendix 'A' to Notice inviting e-tender.
2. The services are 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 services costs more or less, bidder 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 services are to be completed within the period as indicated in aforesaid Notice inviting e-Tender including appendix 'A' to Notice inviting e-tender.
6. Bidders must submit satisfactory completion report from the concerned department with regard to eligibility criteria along with bids.
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, Part-B, Schedule 'A'(BOQ) and Notice inviting E-Tenders with its appendix 'A' have been uploaded which can be obtained from Central 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 bidders after taking necessary decision by the Cantonment Board.
10. The Chief Executive Officer either return the Earnest money to the successful bidder 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 bidder within specified time.
11. Copies of the agreement and other documents pertaining to the contract (signed for the purpose of identification by the Chief Executive Officer or his accredited representatives) and details of places where watch and ward service is to be provided by the contractor and other details will be made available in the office of Chief Executive Officer, Cantonment Board, Allahabad during office working hours.
12. The bidder 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 system 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 bidder implies that he/she has read this notice and the conditions of contract and has made himself/herself aware of the scope of the services to be provided and of the conditions of sites etc required for proper provision of services in all respects and local conditions and other factor bearing on the execution of the contract.
16. Bidders must be very careful to quote a bonafide tender complete with all the documents forming part of the tender. A bonafide bidder must satisfy each and every condition laid down in this notice.
17. 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.

18. This notice of tender shall form part of the contract documents / contract agreement. The successful bidder / contractor on receiving intimation of acceptance of his/her bid by the accepting authority shall within the time as specified in acceptance letter deposit security money equal to 10% 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 bidder fails to deposit Security money and execute contract agreement, the Earnest Money deposited by him/her 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 bidder for depositing the amount through Demand Draft etc, failing which the amount shall be recovered from payment due to such Contractor. In addition, such bidder and his/her related firm shall not be allowed to participate in any tender for one year in the Cantonment Board, Allahabad.

19. 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 services and bidder shall be bound to execute the same at the rates quoted by him/her.

Signature of Contractor

Dated:-.....

**Chief Executive Officer
Cantonment Board, Allahabad**

GENERAL CONDITIONS OF CONTRACT

1. The estimated cost of the services will serve only approximate guide and may be varied at the discretion of the Board/ CEO.
2. The complete tender documents for the services mentioned above are available online only in two cover system on Central 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 Central 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 Central 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/she (successful bidder) fails to deposit security money and execute contract deed/ contract agreement within stipulated time notified in acceptance letter and services shall be cancelled and such contractor and his/her 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 services and bidder shall be bound to execute the same at the rates quoted by him/her. The Board reserves the right to accept / reject any tender without assigning any reason.
5. Tenders submitted by bidders 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. Bidder 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 etc.
7. The successful bidder shall have to deposit security money in advance before execution of contract agreement at the rate of 10% 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 bidder should be very careful in quoting the rates as once the tender is accepted no representation with a view to revise 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. 1,10,000/- (One Lack ten thousand Only) through Demand Draft 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 and time of on line submission of bids.

20. The bidder is solely responsible for submission of Demand Draft/EMD and tender 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 form of cash in hand to the employees will not be accepted.

The bill shall be submitted by the service provider in duplicate mentioning all requisite details such as name of personnel, 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 regarding 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 revised 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 per breach 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 competent authority and the contractor and services 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 / services.

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 document 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 contract i.e. its condition and draft agreement etc. can be obtained from the Office Superintendent, Cantonment Board, Allahabad during working 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 payment. 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 committee of Arbitration comprising 05 members as per section 327 of the Cantonments Act 2006. Its 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 contractor's 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 bidders / service providers 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, the means of access to the site, local facilities and all other information, circumstances etc which may influence or affect their tender. The bidder shall be deemed to have full knowledge of the site (s) and all the necessary study information, which may affect services under the contract, and studied carefully the terms and conditions of the contract. The bidder 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 Nationals 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 servicemen.

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) dated 19.01.2017 and order no 1/38(S)/2018-LS-II dates 28.09.2018 for the Schedule Employment of "Employment of Watch and Ward" which is effective from 01.10.2018. 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/her favour by such other person or by all the partners stating that he/she 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/she is sole proprietor of the concern.

40. PERIOD FOR KEEPING TENDER OPEN

The tender for the services shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. If any bidder withdraws his/her 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 bidder and his/her related firm shall not be allowed to participate in any tender for any services for one year. In case of Cantt. Board registered contractor, amount equal to earnest money shall be recovered from any payment due to him/her and bidder and his/her related firm shall not be allowed to participate in any tender of any services for one year.

41. SECURITY OF CLASSIFIED DOCUMENTS

The contractor shall not communicate any classified information regarding the services either to sub contractor or other without prior approval of the CEO in writing. The contractor shall also not make copies of any document furnished to him/her in respect of services to others. Subletting of contract 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 services.

42. A register shall be maintained by the Cantonment Board on the prescribed format mentioning the details 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 services 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. Services shall be provided as per day to day instruction of Office Superintendent and guide line of Chief Executive Officer.

44. Any amount of services 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 service provider/contractor.

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 services, and continue to have a valid license until the completion of the services. 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/herself supervise the execution of the contract or shall appoint a competent agent approved by the C.E.O. to act in his/her stead.

49. **TERMS OF THE CONTRACT**

The term of contract shall be one year.

50. **SCOPE OF SERVICES:** Providing watch and ward service by deploying required number of watch and ward Personnel and monitoring and maintenance of modern watch and ward systems at Cantonment Board, Allahabad Office and its other buildings situated in the Allahabad Cantonment.

1. The service provider shall provide watch and ward services by deploying adequately trained and well disciplined watch and ward personnel and monitor and maintain modern watch and ward systems to safeguard the Cantt. Board building, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.

2. The watch and ward personnel and installations shall be deployed as per the requirement/order of Chief Executive Officer/ Cantt. Board to safeguard the premises.

3. The service provider shall be responsible for opening/closing of the building and rooms as necessitated/ directed by Chief Executive Officer/ Cantt. Board on working and closed days.

4. The service provider 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.

6. The watch and ward personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.

7. The watch and ward personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed by Chief Executive Officer/ Cantt. Board

8. The service provider shall keep the Chief Executive Officer/ Cantt. Board informed and advise on all the matters of security and co-operate in the investigation of any incident relating to security.

9. The service provider shall be responsible for protection, monitoring of the watch and ward gadgets installed at the Chief Executive Officer/ Cantt. Board premises and ensure proper access control mechanisms

B. Eligibility Criteria

1. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (service provider).
2. The service provider 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) PASARA Certificate Issued by Govt. of Uttar Pradesh
 - e) Valid License issued by Min. of Labour and Employment, Govt. of India.

C. Terms and Conditions:-

1. The service provider shall ensure that the watch and ward service personnel deputed are healthy and not more than 50 years of age. The service provider will get their antecedents, character and conduct verified. The watch and ward service personnel provided by the service provider must possess the following qualifications:
2. He must not be less than 18 years and more than 50 years and should be physically fit to perform the duties of watch and ward.
3. He should have two years experience of a watch and ward duty, or should be ex-serviceman. He should be conversant with the duties of watch and ward. The knowledge of fire fighting will be an added advantage
4. Should have good knowledge of modern watch and ward Systems and be able to control movement of personnel.
5. Should be able to gather information on watch and ward matters.
6. Should take rounds and be able to detect watch and ward loopholes, assess fire threats and be able to take preventive measures.
7. Supervisors should check attendance of the watch and ward service personnel daily.

D. Duties of the Watch And Ward Service Personnel:-

1. The watch and ward service personnel ought to be polite but Firm, Disciplined, Physically Fit and Alert, smartly dressed in uniform.
2. To attend with compliments to distinguished visitors, VIP's and Officers.
3. Check, Control and Restrict entries to Staff/Workers/ Authorized Personnel of Organization/Firm and others by valid passes or searching if required and movement of vehicles and incoming/outgoing Materials (with gate passes, Chillan) and time keeping.
4. Maintain strict watch and ward of Men, Material and Premises and maintain Diary to note all important events/ happenings/information received/ passed to the management. Entirely responsible for thefts of easily movable items such as bathrooms fittings, fans, Exhaust Fans, Telephone Instruments, Fire Extinguishers, or Fire Fighting Systems etc.
5. Will stand by management during emergency like Gherao, Picketing, Strike etc. and protection of Board Staff from any assaults whatsoever.

6. Not to leave the place of duty under any circumstance until and unless properly relieved. Sign accordingly in handing/taking over Register etc.
7. Prevent misuse of Electricity and water.
8. In case of fire, the watch and ward service personnel will immediately alert the Staff on duty and assist in Fire Fighting Operation and also inform the Office Superintendent. In case of Fire Accident before or after Office Hours the watch and ward service personnel shall inform the nearest Fire Station and Office Superintendent.
9. The watch and ward service personnel must watch that there are no unidentified/ unclaimed/ suspicious objects/ persons in the building/premises.
10. The watch and ward service personnel shall ensure that all the electrical equipments/ instruments/ lights and fans should be switched off at the time of closure of the buildings.
11. The watch and ward service personnel should ensure that all the offices/rooms are locked at the close of buildings and opened at the beginning of office hours and there is safe keeping of the keys.
12. The watch and ward service personnel must be in proper neat and tidy uniform
13. The names of the watch and ward service personnel should always be displayed by them on their uniforms for identification purpose.
14. The service provider should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the watch and ward service personnel.
15. The watch and ward service personnel should check the bags/ briefcases of the visitors if considered necessary.
16. The watch and ward service personnel shall at all times to comply with all directions and instructions of Office Superintendent.

Non-compliance of instructions can lead to termination of agreement.

E. Duties and Responsibilities of the service provider:-

1. The service provider should provide a **whistle, torch and lathe** to the watch and ward service personnel on duty.
2. The watch and ward service personnel must be rotated from their deployment at an interval of 6 months.
3. If it is found that any property of the organisation is lost/ damaged due to the negligence or connivance of the watch and ward service personnel the same shall be made good on the depreciated value of the property damaged/ lost from the service providers bill.
4. The service provider shall furnish the names and addresses of the watch and ward service personnel posted in the premises and also when there is any change in watch and ward service personnel.
5. The watch and ward service personnel deployed will be deemed for all purposes and the service providers shall be fully responsible for payment of wages and other dues, and compliance of all labour laws applicable to them.
6. **Identity:** The watch and ward service personnel/Supervisor who may be engaged by service provider from time to time must carry the photo identity card, which shall have to be issued to him for

the said purpose. The identity card should be worn by each watch and ward service personnel /supervisor on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal

7. The service provider shall not deploy or shall discontinue deploying the watch and ward service personnel, if so desired by the Chief Executive Officer/ Cantt. Board at any time without assigning any reason whatsoever.

8. A local representative of service provider shall be In-charge of the watch and ward system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of Chief Executive Officer/ Cantt. Board, they shall serve under directives and guidance of Chief Executive Officer/ Cantt. Board and will be answerable to Chief Executive Officer/ Cantt. Board. This will, however, not diminish in any way, the service provider's responsibility under contract to the Chief Executive Officer/ Cantt. Board.

9. The service provider shall deploy watch and ward service personnel trained in all facets of watch and ward services, including fire fighting. The service provider shall provide necessary undertaking and documentary evidence in this regard.

10. The visitors shall be regulated as per Chief Executive Officer/ Cantt. Board procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.

11. A senior level representative of the service provider shall visit Chief Executive Officer/ Cantt. Board premises at least once-a week and review the service performance of its personnel. During the weekly visit, service provider's representative will also meet the Chief Executive Officer/ Cantt. Board officer dealing with service under the contract for mutual feedback regarding the services performed by his personnel and removal of deficiencies, if any, observed in their performance.

12. The service provider shall ensure that any replacement of the service personnel, as required by Chief Executive Officer/ Cantt. Board for any reason specified or otherwise, shall be effected promptly **without any additional cost** to the Chief Executive Officer/ Cantt. Board. If the service provider wishes to replace any of the service personnel, the same shall be done with prior concurrence of the Chief Executive Officer/ Cantt. Board at service provider's own cost.

13. The service provider shall provide reasonably good uniform with name badges to its service personnel deployed at Chief Executive Officer/ Cantt. Board at its own cost and ensure that they are used by the service personnel deployed and are maintained in good condition. The incidentals, such as, **belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets** etc shall be borne/supplied by the service provider at its cost.

14. The service provider shall ensure that the service personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Chief Executive Officer/ Cantt. Board.

15. The watch and ward service provider shall not assign or transfer this contract or part thereof to any one.

16. In case of any theft or pilferages, loss or other offences, the service provider 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.

17. In the event of any watch and ward personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the service provider shall make provision for leave reserve. The service provider shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days. If the person falling sick avails leave or remains absent arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the service provider for which payment will be made on **pro-rata basis**.

18. As and when Chief Executive Officer/ Cantt. Board requires additional watch and ward service personnel on temporary or emergent basis, the service provider will depute such watch and ward personnel under the same terms and conditions. For the same, a notice of two days will be given by the Chief Executive Officer/ Cantt. Board. Similarly, if the watch and ward service personnel deployed by the service provider any time are found absent from duty or sleeping or found engaged in irregular activities, the Chief Executive Officer/ Cantt. Board shall deduct the requisite amount at the pro-rata rates from the bill of the service provider besides imposition of penalty for non observance of the terms and conditions of contract.

19. The service provider shall submit to Chief Executive Officer/ Cantt. Board an attested photocopy of the attendance record and enclose the same with the monthly bill.

20. The Chief Executive Officer/ Cantt. Board shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable. Service provider will maintain a Muster Roll to record the presence of duty of watch and ward service personnel and Supervisor for each shift of the duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the Chief Executive Officer/ Cantt. Board.

21. There would be no increase in rates payable to the service provider during the Contract period except reimbursement of the statutory wages/taxes revised by the Government.

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

23. The watch and ward service personnel deployed by the service provider shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the entry point whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

24. 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 service provider.

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 him and/or by his watch and ward personnel(or) supervisor, employed by it.

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

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 service provider 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 service provider shall either by himself/herself or by his/her 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 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 service provider will immediately remove all its watch and ward service 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 service provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

51. The contractor shall provide the number of all watch and ward service personnel deployed for the watch and ward Service The concerned Office Superintendent will be the In- charge of the services and contractor shall obtain all necessary instructions from them.

52. The persons deployed for the services 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.

53. The watch and ward service personnel provided by the contractor shall be punctual in his duty and shall complete the services assigned to them promptly and timely to the satisfaction of Chief Executive Officer, Cantonment Board. In case of unsatisfactory performance of any service personnel, the service provider shall be responsible to replace the same. No payment shall be made for the service personnel whose performance shall be found unsatisfactory. The service personnel 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.

54. 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.

55. 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.

56. 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.

57. COMPLIANCE WITH LAWS AND REGULATIONS

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 services and services described herein.

58. 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.

(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 service personnel shall at all times carry a valid driving license for the vehicle which they use.

59. 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.

60. The minimum number of watch and ward service personnel to be provided for execution of watch and ward service in Allahabad Cantonment is 25. However it may increase or decrease as per requirement.

61. Contractor shall provide uniform to the all watch and ward service personnel and others at his/her own cost.

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 hereby 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' experience in providing personnel especially for watch and ward service.
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) PASARA certificate issued by Govt. of Uttar Pradesh
 - d) Bidder should have GST registration from authorized Govt body
 - e) Valid labour license issued by Min. of Labour and Employment Government of India
 - f) 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.

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**