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JHANSI CANTONMENT BOARD
TENDER NOTICE FOR SUPPLY OF LABOUR FOR SANITATION WORK

INSTRUCTION FOR BIDDERS

1. Please download this document and read carefully.
2. Sign all the annexure at the space provided for signature.
3. After signing all the pages, scan them with the sequence.
4. Also scan all the supporting documents.
5. All the supporting documents should be self-attested.
6. Create a pdf file of scanned pages.
7. Login to www.eprocure.gov.in.
8. Open the tender.
9. Upload the pdf file properly signed by the bidder or his authorized representative.

DOCUMENTS TO BE SUBMITTED WITH THE TENDER FORM

1. Copy of Demand Draft / Bankers Cheque / RTGS or NEFT transaction receipt etc. for Tender Processing Fee amounting to Rs. 4,000/- (Rs. Four Thousand only).
2. Copy of FDR / Demand Draft / Bankers Cheque / RTGS or NEFT transaction receipt etc. for Earnest Money Deposit (EMD) amounting to Rs. 4,00,000/- (Rs. Four Lacs only).
3. Tenderer shall ensure to submit original FDR / Demand Draft / Bankers Cheque etc. into sealed envelope on or before 19-03-2019 by 05:00 pm in Jhansi Cantonment Board office.
4. Tenderer / firm / organization certified from National small-scale industries shall be exempted from depositing EMD.
5. Experience Certificate for similar type of work (minimum 1 year), like road cleaning, drain / nullah cleaning, open space / playground cleaning. Client list along with proof of work order received from some reputed govt. department should be submitted in support of the same.
Note : Experience / work order of House Keeping work is acceptable.
6. Pan Card
7. EPF Registration
8. ESI Registration
9. Income Tax Return for last three years (2015-16, 2016-17, 2017-18)
10. Service Tax/GST Registration.
11. Character certificate issued by DM, Competent Authority (District Level) or Police department which should be valid upto bid submission end date.
12. Labour Registration, If available.
13. OHSAS and ISO quality standard of work certified for sanitation work.
14. Contractor's registration certificate from Central Govt./State Govt./Semi Govt. department etc.
15. Revenue/Bank Solvency of Rs. 50.00 Lacs.
16. Authority letter (In case documents signed by the authorized representative)

JHANSI CANTONMENT BOARD
TENDER NOTICE FOR SUPPLY OF LABOUR FOR SANITATION WORK

1.0 Invitation to Bid

- 1.1** Jhansi Cantonment Board (JCB), an autonomous body under Ministry of Defence, Govt. of India invites bids for engagement of an agency for providing labour etc. for sanitation work on contractual basis. The detailed requirement is given in the tender document which may be increased or decreased as per actual requirement.
- 1.2** The tender document can be seen and downloaded from the Central Government e-procurement portal www.eprocure.gov.in.
- 1.3** Any other information may be obtained from the office of the Chief Executive Officer, Cantonment Board, Subhash Marg, Jhansi Cantt during office hours on all working days.
- 1.4** The schedule for bid process is given below:

1.	Tender publication date	20-02-2019 at 10:00 am
2.	Tender download start date and time	20-02-2019 from 12:00 Noon
3.	Bid submission start date	20-02-2019 from 12:00 Noon
4.	Bid submission closing date	19-03-2019 at 05:00 pm
5.	Last date of receipt of DD/Bankers Cheque /FDR in respect of Tender Processing Fee and EMD in this office	19-03-2019 upto 05:00 pm
6.	Technical Bid opening date and time	23-03-2019 at 11:00 am

- 1.5** Jhansi Cantonment Board shall not be responsible for any technical problem with website or server etc.
- 1.6** No further discussion / interface will be granted to bidders whose bids have been disqualified. Jhansi Cantonment Board reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
- 1.7** Jhansi Cantonment Board will not entertain any claim of any nature, whatsoever, including any claim seeking expenses in relation to the preparation of Bids or any other expense till award of contract.

2.0 Details of work

- 2.1** Supply of Labour for Sanitation work in Cantonment area.

Sl. No.	Category of Staff	No. of Staff required	Essential Qualification/knowledge /Skills Desired from the proposed Contract Staff
1.	Labour for Sanitation work	124 (May be Increase or decrease as per actual requirement)	Medically fit laborious and healthy person having experience in sanitation work.

- 2.2** The staff requirement as indicated at Column (2.1) above is only tentative and may vary depending upon the volume of work, functional requirements etc. Any variation in the requirement of labour shall be communicated to the Agency at the sole discretion of the CEO/JCB.

- 2.3** The above staff requirement is for various locations in Jhansi Cantonment area.



GENERAL INFORMATION

1. The tender may be viewed or downloaded from the website www.eprocure.gov.in from 20-02-2019 12:00 Noon.
2. Online **technical bid (Part-1)** must be accompanied with soft copy of documents / certificates as mentioned below –
 - i. Copy of Demand Draft / Bankers Cheque / RTGS or NEFT transaction receipt etc. for Tender Processing Fee amounting to Rs. 4,000/- (Rs. Four Thousand only).
 - ii. Copy of FDR / Demand Draft / Bankers Cheque / RTGS or NEFT transaction receipt etc. for Earnest Money Deposit (EMD) amounting to Rs. 4,00,000/- (Rs. Four Lacs only).
 - iii. Tenderer shall ensure to submit original FDR / Demand Draft / Bankers Cheque etc. into sealed envelope on or before 19-03-2019 by 05:00 pm in Jhansi Cantonment Board office.
 - iv. Tenderer / firm / organization certified from National small-scale industries shall be exempted from depositing EMD.
 - v. Experience Certificate for similar type of work (minimum 1 year), like road cleaning, drain / nullah cleaning, open space / playground cleaning. Client list along with proof of work order received from some reputed govt. department should be submitted in support of the same.
Note : Experience / work order of House Keeping work is acceptable.
 - vi. Pan Card
 - vii. EPF Registration
 - viii. ESI Registration
 - ix. Income Tax Return for last three years (2015-16, 2016-17, 2017-18)
 - x. Service Tax/GST Registration.
 - xi. Character certificate issued by DM, Competent Authority (District Level) or Police department which should be valid upto bid submission end date.
 - xii. Labour Registration, If available.
 - xiii. OHSAS and ISO quality standard of work certified for sanitation work.
 - xiv. Contractor's registration certificate from Central Govt./State Govt./Semi Govt. department etc.
 - xv. Revenue/Bank Solvency of Rs. 50.00 lacs.
 - xvi. Authority letter (In case documents signed by the authorized representative)
3. The applicant Contractor / Agency should have at least one year experience (similar work) in providing minimum 50 nos. of 'Safai Karamchari' for Conservancy / Cleaning Service (work order for House Keeping be accepted) to any reputed govt department. The firm shall have to submit work order in support of the same.

Please Note: All the documents mentioned in clause 2 and 3 above, must be uploaded along with technical bid (Part-I) otherwise financial bid shall not be opened and the bid shall be treated as rejected.
4. If Tender processing fees and Earnest Money is deposited through Demand Draft, Bankers Cheque etc., the same shall reach this office in original on following address on or before 19-03-2019 at 05:00 pm –
Office of the Chief Executive Officer
Cantonment Board
Subhash Marg
Jhansi Cantt – 284001
5. Financial bid (Part-II) will be opened only of eligible tenderers who qualify in technical bid (Part-I).
6. The CEO/Board shall ask original copy of any document submitted by the bidder, if any doubt is arisen.



7. E-tender may be downloaded from the website www.eprocure.gov.in from 20-02-2019 at 12:00 noon. Online bid may be submitted from 20-02-2019 at 12:00 Noon to 19-03-2019 till 05:00 PM. Technical bid shall be opened on 23-03-2019 at 11:00 and Financial bid of the successful tenderers in technical evaluation shall be opened thereafter.
8. The contractor/firm who desires to participate in e-tender are advised to electronically register themselves on the e-procure website for which they would require to obtain class-III digital certificate (if already not obtained) from the certified agencies, authorized under Government of India and get conversant with the process of online submission of tender well in time so as to submit the tender by the due dead line. No request for extension of the due date of tender opening on the above ground will be entertained. The process of participating in the online tender may also be seen at our website www.jcb.org.in.
9. The Cantt Board/CEO reserve the right to reject or accept any tender without assigning any reason thereof.
10. Earnest money deposit amounting for Rs. 4,00,000/- (Rs. Four Lacs only) of successful tender will be adjusted into security money and the balance amount shall be deposited in form of FDR/TDR or if the full amount of the security money deposited in office in form of FDR/TDR, the earnest money shall be refund to the contractor. Earnest money deposit of remaining tenderers shall be refunded on request after award of work to the successful tenderer.
11. A tenderer shall be deemed to have full knowledge of all relevant documents working conditions and such other condition which effect entire work.
12. The submission of tender by tenderer implies that he has read, understand and agreed to abide by all the conditions stipulated in the tender documents which will form Part and parcel of contract agreement to be executed between the Cantonment Board Jhansi and successful tenderer.
13. The Cantonment Board do not bind themselves to accept the lowest tender or to give any explanation for not accepting the lowest tender.
14. The tender submitted by any person indebted to the Board will not be entertained.
15. In the event of submission of tender by a partnership firm, it must be signed by each member or in the event of absence of any partner, it must be signed on his behalf by a person holding Power of Attorney authorizing him to do so.
16. **Evaluation criteria :**
 - (a) The tenderer will be required to quote administrative charges per contract employee per month. Please note that as per Finance Ministry, Department of Expenditure, PP Division O.M. No. 29(1)/2014-PPD dated 28-01-2014, bids with NIL or negative quotes for administrative charges shall be considered unresponsive and not to be evaluated & As per letter No. CSB-13(58)/2016-ES-II dated 01-02-2016 said that Administrative Charges quoted by the bidder necessarily has to be over and above zero percent. Zero percent includes all derivatives of Zero upto 0.9999 quotes for administrative charges shall be considered unresponsive and not to be evaluated.
 - (b) While evaluating the financial bid, If two or more tenderer found quoting same rate percent then work order be placed equally to both the L-1 contractors for supply labour.

Please Note: Board has not bound to accept the lowest rates. If in the opinion of the Board, the rates are not workable, the Board has right to reject the same and the work shall be awarded to the tenderer who has quoted the workable rates.

17. The contractor should be careful in quoting the rate as once the tender is accepted, representation with a view to raising the same under any circumstances will not be entertained.

Dr. Vinod Vikneswaran A., IDES
Chief Executive Officer
Jhansi Cantonment Board



GENERAL TERMS AND CONDITIONS

A. Definition of Terms

1. JCB shall mean "Jhansi Cantonment Board" having its office at Subhash Marg, Jhansi Cantt - 284001.
2. CEO shall mean "The Chief Executive Officer of Jhansi Cantonment Board".
3. Contractor/Agency/Firm means the Bidder whose bid will be accepted by JCB and shall include such successful Bidder, its legal representatives, successors and permitted assigns.
4. EMD shall mean Earnest Money Deposit.
5. Security Deposit shall mean Security Deposit against Contract awarded.
6. Bidder shall mean any applicant who is submitting the tender in reference to this document.

B. Receipt and opening of Tenders

1. Tenders duly filled in, will be submitted online upto the time and date fixed for submission of tender and opened on the date and time indicated in the notice.
2. If due date of opening of tenders happens to be a holiday, the tenders would be opened on the next working day but the time of opening will be remain the same.
3. JCB / CEO reserve the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the JCB.

C. Preparation of Tender

1. The Bidders are required to upload the completed tender documents only after satisfying each and every condition laid down in the tender documents.
2. Rate shall be quoted only in the excel file uploaded. Rate Shall be quoted in each Bio toilet Supply & Installation in required area.
 1. Tenderer may visit our website www.jcb.org.in for further details regarding filling and uploading the tender.

Chief Executive Officer
(Dr. Vinod Vikneswaran A., IDES)



SPECIAL TERMS AND CONDITIONS

1. The tender form should be downloaded and clearly filled in by ink pen legibly or typed and signed each and every page. The tenderer is required to scan and prepare a soft copy of completed tender form preferably in pdf format and uploaded to the website well in time. The tender form should be signed by the tenderer or his authorized representative. The authorization letter should be enclosed, if signed by the authorized representative.
2. All the annexure of the tender should be signed by the tenderer with seal of the firm.
3. JCB will deduct income tax at source as applicable under Income Tax Act 1961.
4. Original copies of documents, submitted with the application form, may be asked from successful tenderer at any time after opening of tender.
5. After the award of the tender an amount of **Rs. 10,00,000/-** (Rs. Ten Lacs only) shall be deposited by the successful tenderer as security deposit for the due performance of the contract till the period of engagement of the Agency. In the event of any breach/violation or contravention of any terms and conditions contained herein by the tenderer, the said security deposit shall be forfeited by JCB.
6. The contractor / company / agency submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
7. Initially the contract will be awarded for FY 2019-20, which may be short terminated based on the requirement/discretion of JCB.
8. Any act on the part of the tenderer to influence anybody in JCB is liable to rejection of his tender.
9. Successful tenderer shall provide a non-judicial stamp paper worth Rs. 100/- for preparing a Contract Agreement. The contract agreement will be provided to the successful Bidder at the time of Award of Contract.
10. The Contractor/Company/agency shall comply with all the legal requirements and provisions under minimum wages Act, 1948 including obtaining license under contract Labour (R&A) Act, 1970, registration with EPF and ESIC, Service Tax as may be applicable.
11. In case of any dispute, the decision taken by the President Jhansi Cantonment Board shall be final and binding to both the parties.
12. The contractual manpower shall deploy himself/herself to the order of the JCB/CEO and of the officers/authorities under whom he/she may from time to time be placed by the CEO during the period of contract and shall as all times obey the rule prescribed and shall whenever required to perform such duties as may be assigned to the candidate by the CEO or any other official of the JCB authorized by the CEO.
13. The contractual manpower shall deploy himself/herself efficiently and diligently and to the best of his/her ability as a part of JCB and that he/she will devote his/her whole time to the duties of the Service and shall not engage directly or indirectly in any trade/business for occupation on his/her own account that he/she shall not (except in case of accident or sickness certified by a civil surgeon/Authorized Medical officer) abstain from duties without having first obtain permission from the concerned controlling officer or any other authorized officer. The contractual man power shall not be entitled for remuneration for the period of absence.
14. The candidate must fulfill all the essential/desired qualification to work as a contractual labour with the JCB.



15. The Contractor/Company/Agency Shall provide contractual Labour whose age shall be between 18 years to 50 years.
16. That the contractual labour shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
17. That the contractual labour shall work under over all supervision and direction of the CEO or any official authorized by the CEO.
18. The Contractor/Company/Agency shall promptly make payment to the Regional Provident fund commissioner in respect of EPF and ESIC contribution (both employer contractor and employee contribution). The Board will pay only employer contribution towards EPF and ESIC etc. as per rule. The contractor shall submit the copy of deposit vouchers in respect of EPF and ESIC along with next month's bill.
19. The rate of contribution /share of EPF and ESI shall liable to be changed as per government policy/orders.
20. The service tax/GST if applicable on the total monthly wages as per Govt. prescribed rates shall also be paid by the board to the contractor on submission of the deposit receipt.
21. Tenders must be unconditional. Each Agency / Bidder should submit only one bid. No alternate bids from the same bidder will be considered. In such a case all the bids of the Agency/ Bidder will be rejected out rightly.
22. The contractual labour shall carry out such other duties as are entrusted to them from time to time by the CEO.
23. That the tenders not confirming to these requirements will be rejected and no correspondence thereof shall be entertained whatsoever.
24. **Language of Bid** - The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidders and JCB, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent paras / pages. Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.
25. The Successful tenderer shall provide proper uniform and identity card to each of the labour engaged in Jhansi cantonment Board.
26. **Termination of Services**
The conditions for termination are as follows:
 - I. The contractual appointed shall cease to exist automatically at the end of the date mentioned in the contract agreement without any separate notice to the candidate.
 - II. The CEO shall terminate the services of the contractual manpower without any prior notice, If CEO is satisfied on medical evidence that the Contractor is unfit and is likely for consideration to continue to be unfit for reason of ill health for the discharge of his/her duties. Provider always that the decision of the CEO shall be final and binding on the Contractor.
 - III. The CEO shall terminate the services, without any prior notice to the Contractor found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.
27. The details of the contract staff required are given at clause 2.0 of the tender document.
28. This tender document, work order/s issued to the successful bidder and agreement to be executed in this regard between the Board and the successful bidder shall be part and parcel of the contract.
29. Only National Holidays shall be applicable to the contractual labour beside the weekly rest.



30. The company / agency information (to be filled in by bidder) is enclosed as Annexure III and an undertaking is to be submitted at Annexure IV.
31. **Terms of Payment**
- i. The agency will submit the monthly bill in duplicate enclosing the certificates as indicated below, which shall be got duly certified by the officer-in-charge and the same shall be paid by the JCB after making recovery, if any:- Income Tax & GST If applicable.
 - a) The agency shall make regular and full payment of salaries and other payments as due, as per the labour laws to its personnel deputed under service contract through account payee cheque and furnish the list of cheque number and date of cheque issued to individual employees. The Payment to personnel by the Contractor should be made on before 7th of every month. However, 7th being holidays, wages should be paid on the preceding work day of that month. Along with monthly bill placement Agency should enclosed a certificate to JCB to the effect that the personnel deputed for JCB had received the payment as full and final from the agency for the said month.
 - b) The contractor/firm/Agency shall promptly deposit the EPF and ESI contribution (employee's contribution + employer's contribution) to the concern department every month for each and every individual appointed and claim for the Employer Contribution from JCB along with the next month's bill.
 - c) Proof of challan/receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for the payment made towards applicable provident fund, ESI etc. for the previous month and proof of payment towards compliance of other statutory provision for the previous month for each person hired by JCB shall have to be submitted along with the bill.
 - d) The Agency shall also have to deposit the applicable Service Tax to the Service Tax Department Wherever applicable, the same shall be paid by the board to the contractor on submission of deposit receipt.
 - ii. JCB shall release due amount after making deduction of Income Tax i.e. 2.226% of total bill (which may be increased or decreased as per Govt norms) and other recoveries, if any, through crossed account payee cheque in favour of the Agency.
 - iii. In case, JCB receipt any complaint regarding non-payment of wages to your personnel the amount payable to these personnel will be recovered from your bill and paid to such personnel.
32. The Agency would ensure that all its personnel would behave courteously and recently with employees of the JCB and also ensure good manners.
33. **Earnest Money Deposit**
All bids should be accompanied by Demand Draft of **Rs. 4,00,000/-** (Rs. Four Lac only) payable at Jhansi as Earnest Money Deposit in favour of "**The Chief Executive Officer, Cantonment Board, Jhansi**". Scan copy of EMD should be uploaded with the tender form and original copy should reach this office on or before opening of Technical bid. Any bid not accompanied by EMD shall be treated as non-responsive. The EMD of the unsuccessful bidder shall be returned after the acceptance of award letter by the successful bidder. The EMD of the successful bidder shall be returned after depositing the Security Money.
34. **Charges and payment**
Bills chargeable to the JCB shall be paid after every month of services rendered, If found in order. In case any complaint of non fulfillment or any obligation under the contract, the CEO reserves the right to deduct the payments due from the contractor from monthly bill(s).
35. **Workman's Compensation**



The Contractor/Company/Agency shall be responsible for all the claim, damages, Compensation or Expenses payable in Consequence of any accident or injury sustained or any workmen or other persons whether in the employment of contractor or not while in or upon the said work or on the site/site or work, and the board shall not be bound to defend any claim brought under workmen compensation Act. The Contractor/Company/Agency shall be wholly liable for any amount or compensation required to be paid under the workmen compensation Act or any other provision of law.

36. Financial Bid

The Financial bid is uploaded as excel sheet, in which only profit percentage shall be filled up by the contractor. Further details about filling up financial bid may be seen at our website www.jcb.org.in.

37. Demand for Arbitration

- (i) In the event of any dispute or difference between the parties here to as to the interpretation or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, any of the parties may demand in writing that the dispute or difference be referred to arbitration.
- (ii) The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counterclaims or set or shall be referred to arbitration and other matters shall not be included in the reference.
- (iii)
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Cantt.
 - (b) The claimant shall submit his claim stating that the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (c) The other party shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal; having due regard to the delay in making it.
- (v) The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be any officer nominated by the President, Cantonment Board Jhansi in his behalf.

Chief Executive Officer
(Dr. Vinod Vikneswaran A., IDES)



This is a sample document, not valid for bidding.

DECLARATION

I hereby accept all the above mentioned Terms and Conditions at Annexure - I and Annexure - II unconditionally.

Authorized Signatory _____

Name _____

Designation _____

Date : _____



COMPANY/ AGENCY INFORMATION

The Bidder should also furnish the following information:

a.	Name of the Company / Agency / Firm	:	
b.	Name(s) of the proprietors/ Directors	:	
c.	Registered Address of the firm Telephone No. Fax No.	: : :	
d.	E-mail Address	:	
e.	Name of the Contact Person Telephone/Mobile No.	:	
f.	Name of the Bank (with full Address)	:	
g.	Bank Account No.	:	
h.	TIN No. / Sales Tax No.	:	
i.	PAN Card No.	:	
j.	Service Tax No.	:	
k.	Details of Earnest Money Deposit Name of the Bank Banker's Cheque/DD No. & Date	:	

Authorized Signatory _____

Name _____

Designation _____

Date : _____



UNDERTAKING BY THE AGENCY

I, _____, on behalf of _____ (Name of the firm/agency) hereby declare that there is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in force.

I, _____, on behalf of _____ (Name of the firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with JCB's employees or persons positioned in or on the Board of this organization by whatever process.

I, _____, on behalf of _____ (Name of the firm/agency) hereby undertake that all relevant statutory requirements will be complied with.

I, _____, on behalf of _____ (Name of the firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and _____ (name of the firm/agency) would be debarred from any further engagement by JCB ever.

Authorized Signatory : _____

Name : _____

Date : _____

Designation : _____

