



Shillong Cantonment Board

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“Har Kam Desh ki Naam”

TENDER DOCUMENT

NIT No:SHG/2/ESTT/ OUTSOURCING

Dt: 06.07.2020

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1. General Instruction to Bidders/Tenderers

1.1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the Central Public Procurement Portal i.e. www.eprocure.gov.in. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

1.2. Download of Tender Documents:-

The bidders can view and download the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the website www.eprocure.gov.in

1.3. Pre-requisites for online bidding:-

In order to bid online on the portal, the user machine must be updated with the latest Java. The link for downloading latest java applet and “DSC setup” Java Utility is available on the Home page under the tab ‘Download’ of the e-procurement Portal.

1.4. Key Dates:-

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT) and Tender Schedule. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders (NIT).

1.5. Bid Preparation and Online Submission (Technical & Financial):-

The bidders shall upload all their relevant documents required for participating in the tender.

The bidders should download the Financial Bid Price Schedule – F7 from CPP Portal and filled the blank spaces provided form mentioning the Bidder name and the rates. Bidder shall quote the prices in price schedule and upload the same in PDF format.

No documents has to be submitted offline except only when asked for

2. Important Dates

1	Publishing Date and time of tender documents through E procurement http://eprocure.gov.in/eprocure/app .	07.07.2020
2	Start Date and Time for downloading of tender documents	07.07.2020
3	Last Date and Time for downloading of tender documents	28.07.2020
4	Start date and time of Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	07.07.2020
5	Last date and time for Bid Submission Cover 1 & 2 (Technical Bid & Financial Bid)	28.07.2020
6	Last Date and time for submission of original application, tender fee and earnest money deposit in the form of Demand Draft/Cheque from any scheduled/ Nationalized Bank in favour of Chief Executive Officer, Shillong Cantonment Board, in the office of Cantonment Board, Shillong (in original). Copy shall be uploaded online and original to be submitted offline as per due dates. Copy of F-1 shall be uploaded online and original to be submitted offline as per due dates.	27.07.2020
7	Date and time for opening of Technical bids (Cover 1)	30.07.2020

3. Terms and Conditions

3.1. Bidder's Eligibility Criteria (BEC):

1. The Agency/Contractor should have a valid licence issued by Labour Commissioner from Meghalaya within 30 days from the issuance of LOI (Letter of intent) by the Chief Executive Officer, Shillong Cantonment Board.
2. The Agency/Contractor should be approved/recognized/registered by Govt. of India/State Govt. for providing similar services.
3. The Agency/Contractor must comply with the statutory requirement, such as registration with Employee State Insurance (ESI), Employee Provident Fund (EPF), PAN/TIN/TAN, P. Tax & GST etc. along with proofs and copies of latest three months challans.
4. The Agency/Contractor must have three years experience in executing/providing similar services/works to Central Government/State Government/ Cantonment Boards/offices or reputed public/private sector organizations
5. The Agency/Contractor must have sound financial stability with an average annual turnover of INR 65 Lakhs in preceding two financial years. (Copy of audited balance sheets and ITR certificates must be enclosed). The Agency/Contractor should not have been blacklisted by any Government, Semi Government Department., or any other organization and Agency/Contractor should not have any litigation in any of the Labour Court(s). An affidavit to that effect on Non Judicial stamp paper of Rs. 10/- duly notarized should be enclosed with the Technical Bid. Also to note that the applicant is /has not formed/part of any cartel at any time for processing any contract including the present tender.
6. An Agency/Contractor who submits more than one tender or part tender, his tender will be treated as non-responsive & rejected.
7. Only those bidder whose Technical Bid has been accepted, the financial bid will be evaluated.

3.2. Technical Bid (Cover 1)

The technical bid will contain the following documents which are required to be uploaded by the bidder

1. Signed and Scanned copy of [Tender Form \(F-2\)](#) duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions along with duly signed and stamped on all pages by the authorized signatory their respective Labour licence certificate, Experience Certificate, Employee State Insurance Registration, Employee Provident Fund Registration and PAN//TIN/TAN, P. Tax & GST Registration, audited balance sheets and ITR certificates for the last two years (**upload multiple page pdf document**)– pdf format
2. Signed and Scanned copy of -An affidavit that the Agency/Contractor have not been blacklisted by any Government, Semi-Government Department, or any other organization and Agency/Contractor has not any litigation in any of the Labour Court(s) on Non-Judicial stamp paper of Rs. 10/- duly notarized– pdf format
3. Signed and Scanned copy of Tender Fee in DD/Cheque in pdf format
4. Signed Scanned copy of EMD in DD/Cheque in pdf format Financial bid – pdf format
5. Signed and stamped and Scanned copy [of F-1 \(DETAILS OF REG. FEE/TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT\)](#) – pdf format
6. Signed and stamped and Scanned copy of [F-3 BID Form](#) – pdf format

7. Signed and stamped with respective Agency/Contractor's Seal and Scanned copy of [F-4 BIDDER'S ELIGIBILITY CRITERIA](#) – pdf format
8. Signed and stamped with respective Agency/Contractor's Seal and Scanned copy of [F-5 NO DEVIATION CONFIRMATION](#) – pdf format
9. Signed and stamped with respective Agency/Contractor's Seal and Scanned copy of [F-6 LETTER OF AUTHORITY](#) – pdf format
10. Signed, stamped and Scanned copy of acceptance of General Terms and condition Sl no 3.14

3.3. Financial Bid (Cover 2)

- The financial bid in prescribed PDF format mentioned in [F-7 FINANCIAL BID PRICE SCHEDULE](#)

3.4. Tender Fee

1. Tender fee for **Rs 1100/-** has to be paid in the form of Demand Draft/Cheque in favour of “Chief Executive Officer Shillong Cantonment Board” payable “Shillong.
2. Scanned Copy of tender fee DD/Cheque must be uploaded and the original or hard copy of the same must be submitted to this office before **27.7.2020**
3. The original DD/Cheque for tender fee must be submitted in Sealed Envelope subscribed “Tender for Outsourcing of Manpower”

3.5. EMD

1. EMD for Rs 11000/- has to be paid in the form of Demand Draft/Cheque in favour of “Chief Executive Officer Shillong Cantonment Board” payable “Shillong.
4. Scanned Copy of EMD fee DD/Cheque must be uploaded and the original or hard copy of the same must be submitted to this office before **27.7.2020**
- 3 The original DD/Cheque for EMD fee must be submitted in Sealed Envelope subscribed “Tender for Outsourcing of Manpower”
- 4 EMD to the unsuccessful bidder will be refunded without any interest.

3.6. Security Deposit

1. The successful bidder shall furnish a Security Deposit equivalent to **05% of Bid Amount** in the form of Demand Draft/Cheque in favour of “Chief Executive Officer, Shillong Cantonment Board”.
2. The EMD deposited by the successful bidder can be adjusted towards security deposit.
3. Security Deposit will be returned after successful completion of contract without any interest.
4. In case of any default as mentioned in 3.9 the Security deposit will be forfeited wholly or partially as decided by the CEO

3.7. Scope of work

Agency/Contractor has to provide the following manpower as per each criteria's mentioned against each to Shillong Cantonment Board as per the terms and conditions 3.14 mentioned in this document

- Provision of twenty five (25 nos) conservancy staff for maintenance of general cleanliness of Civil area of Shillong Cantonment Board.
- Provision of two (02) malis for maintenance of parks and gardens in Civil area of Shillong Cantonment
- Provision for nine (09) nos of chowkidars for guarding Cantonment Fund Property
- Provision for four (04) nos of school teachers for Cantonment Board school 02 nos of teachers specializing in science and maths.
- Provision of one (01) no of school librarian for Cantonment Board School
- Provision for one (01) number of Lab Technician for JRG Cantonment Board Hospital.
- Provision for one (01) number of X- Ray Technician for JRG Cantonment Board Hospital
- Provision for one (01) number of BDS Dentist for JRG Cantonment Board Hospital
- Provision for one (01) number of Asstt Engineer for Cantonment Board Office.

Minimum pay for the above manpower should be as per the minimum wages Act of State Govt. Of Meghalaya excluding other taxes and other mandatory deductions.

3.8. Period of bid validity

Bid shall remain valid for 120 days after the date of Bid Opening. Any bid valid for a shorter period than the period specified shall be reject as non-responsive

3.9. Execution of work

Within 7 days from the date of issue of work order

3.10. Documents to be sent physically

1. Only the original copy of tender fee and EMD as mentioned in 3.4 and 3.5 respectively are required to be sent to the following address in sealed envelope.

Chief Executive Officer
Shillong Cantonment Board
13-Pine Walk, Near Rhino Auditorium
Shillong-793001, Meghalaya

2. *No other documents are to be submitted physically except the above mentioned in 3.10(1)*

3.11. Period of Contract

Period of contract will be One (1) year extendable for another year or which is ever earlier from the date of issue of work order subject to provisions of the Contract and General Terms and conditions mentioned in 3.14 in this document.

3.12. Payment

1. Payment will be made in monthly basis/ completion on contract on submission of bills by the contractor.

2. The Agency/Contractor shall have to pay wages to its workers/ workmen latest by 7th of the respective month before submitting his claim for reimbursement as per this contract agreement.
3. Agency/Contractor will submit the three copies of monthly bill along with photocopies of attendance, Duty roster and reimbursements statement of EPF, ESI, and other tax submitted with salary statement on prescribed format by the 10th of every month. The same shall be verified by the concerned staff of the Shillong Cantonment Board authorised by the Chief Executive Officer.
4. The claim must be supported by proof of Agency/contractor having deposited EPF/ ESI contributions relevant to the preceding month of the workers/workmen deployed by the contractor along with detail of such workers in the Performa prescribed under EPF Scheme 1952 & EPF and Miscellaneous Provision Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and twenty (20) percent of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein.
5. The payment to the Agency/Contractor's staff deployed in Shillong Cantonment Board Area should be made through Bank accounts.
6. The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
7. The Income Tax or any other statutory levy/tax as applicable will be payable by the Agency/Contractor and Shillong Cantonment Board will not be responsible for non payment of GST/ Income tax by the contractor.
8. TDS at source on taxable goods or services provided by the contractor if it exceed 2,50,000/-.

3.13. Default

Default is said to have occurred

1. If the Agency/Contractor fails to perform any or all of the services specified in the contract
2. Under the above circumstances Shillong Cantonment Board may terminate the contract in whole or part forfeit the security deposit.

3.14. General Terms and conditions

1. Tender application for fresh allotment will be entertained only upon furnishing a "No dues Certificate" in the form of an undertaking on non judicial paper that nothing is payable against him/them from any previous contract/agreement/work awarded by the Shillong Cantonment Board.
2. The Agency/Contractor shall have to provide uninterrupted contractual services of below mentioned staff. The Numbers of staff **may increase or decrease at the discretion of the Board/CEO.**

- Provision of twenty five (25 nos) conservancy staff for maintenance of general cleanliness of Civil area of Shillong Cantonment Board.
 - Provision of two (02) malis for maintenance of parks and gardens in Civil area of Shillong Cantonment
 - Provision for nine (09) nos of chowkidars for guarding Cantonment Fund Property
 - Provision for four (04) nos of school teachers for Cantonment Board school 02 nos of teachers specializing in science and maths.
 - Provision of one (01) no of school librarian for Cantonment Board School
 - Provision for one (01) number of Lab Technician for JRG Cantonment Board Hospital.
 - Provision for one (01) number of X- Ray Technician for JRG Cantonment Board Hospital
 - Provision for one (01) number of BDS Dentist for JRG Cantonment Board Hospital
 - Provision for one (01) number of Asstt Engineer for Cantonment Board Office.
3. The work shall be executed as per the scope of work.
 4. All Outsourced Manpower as provided by Agency/Contractor shall report to the authorised staff/officers of Shillong Cantonment Board for Attendance as per the instructions issued by the office of Chief Executive Officer, Shillong Cantonment Board from time to time.
 5. All the Outsourced Manpower as provided by Agency/Contractor will be distributed duties as per the instructions issued from time to time by the office of Chief Executive officer, Shillong Cantonment Board.
 6. All the Outsourced Manpower as provided by Agency/Contractor to be governed by the orders of the Chief Executive officer, Shillong Cantonment Board.
 7. Any Penalty imposed on the Agency/contractor shall not be recovered by him from his workers due wages, in any case.
 8. In case any employee of the Agency/Contractor is absent from duty for any reason, the Agency/Contractor would provide substitute/ replacement within 24 hours, failing which the Agency/Contractor shall be liable to pay the double amount of wages to Shillong Cantonment Board. This amount shall be recovered from the monthly bill.
 9. Frequent failure to provide replacement / in the event of the firm committing breach of any of the terms & conditions herein contained and/ or required to be observed and to be performed by the firm, for the satisfactory and faithful performance by the Agency/Contractor result in action against clauses of contract.
 10. During the notice period, the Agency/Contractor shall continue to provide service as before till the expiry of notice period.
 11. It shall be the duty of the Agency/Contractor to remove all the person deployed by him on termination of the contract on any grounds whatsoever and ensure that no person shall create any disruption / Hindrance / problem of any Nature to the Shillong Cantonment Board.

12. The Agency/Contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him together with submission of form-C under 'The Payment of Bonus Act, 1965'. As far as EPF and ESI are concerned, it shall be the duty of the Agency/Contractor to get EPF/ESI code number allotted by RPFC/ESI against which the EPF/ESI subscription deducted from the payment of the personnel engaged.
13. Any other benefit that accrues to the worker shall be paid by the Agency/Contractor.
14. The 'Shillong Cantonment Board' shall have the right to ask to withdraw any incompetent person deployed by the Agency/Contractor and similarly Agency/Contractor reserve the right to withdraw the staff but with prior intimation to the 'Shillong Cantonment Board'.
15. The Agency/contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
16. The Agency/contractor shall deploy his personnel only after the approval of the Chief Executive Officer, Shillong Cantonment Board.
17. The list of staff deployed shall be made available to the office of Chief Executive officer, Shillong Cantonment Board and fresh list of staff shall be made available by the Agency/Contractor after any change is made due to withdrawal of any incompetent person at the instance of the 'Shillong Cantonment Board' or of his own by the Agency/contractor.
18. The attendants of staff deployed shall be got verified by the Agency/Contractor from local police authority (Shillong) and an undertaking in this regard be submitted to the 'Shillong Cantonment Board' within two months of deployment.
19. All liabilities arising out of accident or death of personnel while on duty, shall be borne by the Agency/contractor.
20. The Agency/contractor shall take reasonable precautions to prevent the 'Shillong Cantonment Board' from loss, destruction, waste or misuse in any form.
21. The staff engaged by the contractual agency shall not accept any gratitude or reward in any shape from any official of Shillong Cantonment Board or from Public or visitors.
22. The personnel supplied have to be extremely courteous with very pleasant manners in dealing with the staff / public and should project an image of utmost discipline and should be alert & good physical condition.
23. The Agency/Contractor shall ensure normal working hours as per provision of labour regulation/act of workers engaged at site.
24. Agency/Contractor shall comply with applicable provisions of all welfare legislation and more particularly with contract labour (Regulation & Abolition Act 1970 if applicable for carrying out the work under this agreement). The Agency/contractor shall further observe & comply with all Govt. laws concerning employment of staff employed by Agency/Contractor & duly pay all sums to such staff as may be required to be paid under such laws. Otherwise agency will submit affidavit duly attested by the Notary that the registration/Licence is not applicable to him. In any discrepancies at a later stage the agency will be fully liable to the liabilities if any.

25. The agreement is for work on job basis and not for supply of contract labour. It should be clearly understood by the Agency/Contractor that persons employed by the Agency/Contractor on work shall be his employees only and not for the Shillong Cantonment Board. In no case any relationship of employee and employer shall accrue implicitly or explicitly between the persons employed by contractors & Shillong Cantonment Board.
26. Procedure for release of payment:-
- I. The Agency/Contractor shall have to pay wages to its workers/ workmen latest by 7th of the respective month before submitting his claim for reimbursement as per this contract agreement.
 - II. Agency/Contractor will submit the three copies of monthly bill along with photocopies of attendance, duty roster & reimbursements statement of EPF, ESI, and Service tax submitted with salary statement on prescribed format by the 10th of every month. The same shall be verified by the concerned staff of the Shillong Cantonment duly authorised by the Chief Executive Officer.
 - III. The claim must be supported by proof of Agency/contractor having deposited EPF/ ESI contributions relevant to the preceding month of the workers/workmen deployed by the Agency/Contractor along with detail of such workers in the Performa prescribed under EPF Scheme 1952 & EPF and Miscellaneous Provision Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and twenty (20) percent of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein.
 - IV. The payment to the staff deployed in Shillong Cantonment Board Area by the Agency/Contractor should be made through Bank accounts.
 - V. The payment will be released after the deduction of any penalty that may be imposed by the Chief Executive Officer, Shillong Cantonment Board as per contract agreement.
 - VI. The Income Tax or any other statutory levy/tax as applicable will be payable by the Agency/Contractor and Shillong Cantonment Board will not be responsible for non payment of GST/ Income tax by the contractor.
27. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency/contractor for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the 'Shillong Cantonment Board' may, failing payment of the said money by the contractor, make payment of such claim on behalf of the Agency/Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the 'Shillong Cantonment Board' from the contractor.
28. The Agency/contractor shall ensure that its personnel shall not at any time, without the consent of the Chief Executive Officer, Shillong Cantonment Board in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the 'Shillong Cantonment

Board' and shall not disclose any information about the affairs of 'Shillong Cantonment Board'. This clause does not apply to the information, which falls in the domain of public knowledge.

29. That in the event of any loss occurred to the 'Shillong Cantonment Board' as a result of any lapse on the part of the Agency/Contractor and that would be established after an enquiry conducted by the 'Shillong Cantonment Board', the said loss may be claimed from the Agency/contractor up to the value of the loss. The decision of Chief Executive Officer, Shillong Cantonment Board will be final and binding on the contractor.
30. Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's/contractor's personnel shall be directly borne by the Agency/contractor including all compensation/damage/expenses/fines. The concerned Agency/contractor personnel shall attend the court as and when required.
31. If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the Chief Executive Officer on Behalf of Shillong Cantonment Board, such money shall be deemed to be payable by the Agency/Contractor to the 'Shillong Cantonment Board' within seven days. The "Shillong Cantonment Board" shall be entitled to recover the amount from the Agency/Contractor by deduction from money due to the Agency/contractor or from Performance Guarantee along with administrative/departmental charges.
32. The Agency/contractor shall indemnify and hold the 'Shillong Cantonment Board' protected/safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/ services under the contract provided by the Agency/contractor.
33. The Agency/contractor shall ensure that services in the specified area of/under the management of the Shillong Cantonment Board Area round the clock shall be ensured. Our Service shall be covered under "Fidelity Bond/Fidelity Guarantee Policy" through Insurance Agency for a minimum sum of three month's value of service within one month of award. The insurance charges for Fidelity Bond shall be paid by agency. The loss on account of theft, if any, shall be recoverable from the agency through fidelity bond.
34. If any worker of the Agency/Contractor indulges himself/herself in any misconduct and causes loss to the Shillong Cantonment Board, he/she should be shifted immediately by the Agency/Contractor from the Conservancy duty of Shillong Cantonment Board area.
35. The Agency/Contractor shall not hire personnel with dubious records i.e. without character verification.
36. The 'Shillong Cantonment Board' shall not be responsible for providing residential accommodation to any of the personnel of the Agency/contractor.
37. The 'Shillong Cantonment Board'' shall not be under any obligation for providing employment to any of the worker of the Agency/contractor after the expiry of the contract.
38. If as a result of 'post payment audit' any overpayment is detected in respect of any work done

by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the 'Shillong Cantonment Board' from the contractor. If any underpayment is discovered, the amount shall be duly paid to the Agency/Contractor by the 'Shillong Cantonment Board'.

39. The Agency/contractor shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the 'Shillong Cantonment Board'.
40. Report regarding annual inspection under section 7-A of EPF Act 1952 will be supplied by the service provider at the end of every year indicating that all due has been deposited by the service provider.
41. The person whose tender has been accepted by the competent authority shall not be permitted to withdraw his tender.
42. The officer conducting the tenders shall normally accept the Lowest Qualified bid/tender provided that the offer is considered reasonable for acceptance by tender committee members.
43. The Chief Executive Officer shall be entitled to reject any tender without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the tender is not accepted by the competent authority, the earnest money deposited at the time of tender, shall be refunded without any interest.
44. The person engaged by the Agency/Contractor should not have any adverse Police records/criminal cases against them. The Agency/Contractor would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose.
45. Proof of identity, residence and recent photograph should be obtained by the Agency/Contractor before engaging them for the purpose.
46. The Contractor's personnel shall not claim any benefit/compensation/regularization or services from this office under the provision of Industrial Dispute Act 1947 or Contract Labour Act 1970.
47. The Agency/Contractor shall abide by the provisions of other relevant Acts and Rules which are applicable for the contract labour.
48. The personnel deployed shall not be below the age of 18 years.
49. The Agency/Contractor shall ensure proper conduct of his personnel and enforce prohibition of consumption of alcoholic drinks or loitering without work.
50. The working hours of the man power would be 8 hours and Sunday would be a weekly holiday.
51. Only three national holidays would be paid holidays 26th January, 15th August and 2nd October.(For DEO only)
52. The Agency/Contractor has to pay the salary or wages of his workers before 7th of every month.
53. The Agency/Contractor shall submit the payment voucher duly signed by the workers every month to the Cantonment Board.

54. It shall be the responsibility of the Agency/Contractor for making payment of wages to each worker employed by him as contract labourer and timely payment i.e. before 7th of every month shall be his responsibility.
55. It is obligatory on the Agency/Contractor to ensure that the wages paid should not be less than the minimum rates fixed by the Government from time to time and all statutory requirement such as Provident fund, employee state insurance and bonus etc must be incorporated in salary.
56. In case of any dispute arising out of the tender and contract it shall be referred to the Arbitration of the President Cantonment Board, Shillong who shall be the sole arbitrator and whose award shall be final and binding on both parties.
57. Shillong Cantonment Board reserves the right to allot/cancel the tender invited for the allotment of any/all **Outsourcing Manpower**, as it may consider deem fit and proper and to reject any/ all the tenders/applications received without assigning any reasons.. The Agency/Contractor shall have to quote his rate as per Financial Bid Document. The profit shall **not be allowed on L.S. expenses and EPF etc. The rate quoted** by the Agency/Contractor in the tender which will be accepted by the Cantonment Board and the Board has the right either to accept or reject any of the tender(s) without assigning any reason;
58. The selected Agency/Contractor will have to pay sales tax/income tax/GST on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.
59. The contract will be valid for one year from the date of commencement of work.
60. The conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractors.
61. With mutual consent between the Chief Executive Officer, Shillong Cantonment Board and the Agency/Contractor any other point can be included in the agreement at the time of its execution.
62. The Agency/Contractor may be required to increase/decrease the Manpower at agreed rate and terms and conditions as and when required by the CEO.
63. The penalty @10% of the monthly value of the contract shall be imposed for non commencement of work within 7 days after the issue of the allotment letter subject to the condition that in no case it shall exceed the value of the total contract cost. The Chief Executive Officer (CEO) shall have the power to condone the delay, reduce or remission of the penalty so imposed to any extent, on written application of the Contractor, in case the authority competent to do so finds that the grounds given by the Agency/Contractor are reasonable & satisfactory.
64. The Agency/Contractor shall deploy required personnel to provide the said services and immediately communicate the names, parentage, educational/professional qualification, residential address(es), correspondence address(es), age etc. of the person(s) as and when deployed or changed from time to time. The Agency/Contractor will get the proposed employees medically examined and to ensure that the employees are mentally and physically sound and fit. The antecedents of the persons to be provided by the Agency/Contractor will be

- got certified from the appropriate authority & local police authority (Shillong) by the Agency/Contractor at his own level.
65. Any candidate selected for engagement shall not leave the job until he/she serves one month notice of his/her intention otherwise he/she shall be liable to pay an amount equal to one month wages in lieu of notice and monetary benefit will be allowed according to length of service as decided by the board.
 66. The persons deployed by the Agency/Contractor for the work shall be employees of the Agency/Contractor for all intents and purposes. There shall be no relationship of employer and employee between the Cantonment Board, Shillong, either implicitly or explicitly. The Agency/Contractor will ensure that employees are medically fit. The antecedents of the persons to be provided by the Agency/Contractor will be got certified from the appropriate authority by the Agency/Contractor at his own level.
 67. The Cantonment Board, Shillong, shall in no case be involved in disbursement of the salaries or otherwise. The Agency/Contractor shall be solely responsible for any lapse or delay for the submission of any report/return or to deposit any charge or fee etc. to the concerned authority of Labour Cantt. Board, EPF, ESI or any authority etc. about the staff engaged.
 68. Board shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payments to be made to the Agency/Contractor or out of the security deposit or any money of the Agency/Contractor with the Board on any account including losses. He will be liable for criminal breach of trust in case any employee have been so found involved.
 69. If any dispute or difference between the Agency/Contractor and the Board arises out of this Contractor, the same shall be referred to the Principal Director, Defence Estates, Eastern Command and whose decision shall be final and binding upon both the parties;
 70. The staff/ work force deployed by Agency/Contractor will work under the supervision of authorized officials as applicable of the Cantonment Board. The deployment of any Agency/Contractor's staff will not confirm any right to him for employment in Cantonment Board or in any other Government Office, irrespective of number of days of deployment.
 71. The Agency/Contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to time. The Agency/Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. The Agency/Contractor shall arrange the disbursement of wages to his staff so deployed for duty in first week of every ensuing month. The Agency/Contractor will also furnish a certificate to the CEO regarding payment of salaries/dues to the staff deployed and deposit of EPF & EDLI etc. to the EPF authorities. The Agency/Contractor shall be solely responsible to get himself registered with labour/EPF authorities or any lapse or delay for the submission of any reports/returns to the concerned authority of Labour Cantt. Board, EPF, ESI etc. about the staff engaged in Board in under this contract.
 72. In case there is revision in the rate of EPF, ESI, Minimum Wages of the conservancy Staff and any other Tax structure by any of the Statutory body/Government/ or by Court of law, the new rate structure revised from time to time by the same would be applicable during the period

mentioned in this agreement and it will be the responsibility of the Agency/Contractor to provide the same and abide by the same.

73. The Agency/Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The workers should not be below 18 years.
74. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
75. The Agency/Contractor staff shall not be treated as the staff of Shillong Cantonment Board for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Cantonment Board shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Agency/Contractor is responsible under the law.
76. The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him and keep the Cantt. Board indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc. The Agency/Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above mentioned rules and regulations and the Chief Executive Officer or his authorized representative shall be entitled to inspect all such records at any time.
77. The Agency/Contractor shall disburse the wages to the workers through Cheque/Bank Transfer and Non-payment of Wages by and any malpractice if noticed will invite a penalty which may lead to termination of contract & blacklisting of the firm of any other decision deemed fit by the Chief Executive officer, Shillong Cantonment Board. The Agency/Contractor will also be liable to pay the disputed outstanding amount .the Shillong Cantonment Board shall not be directly responsible for the payment of wages to the employee. it will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by Agency/Contractor as per the minimum wages applicable to the State Government.
78. Agency/Contractor shall in no case pay its employees less than the minimum mandatory rates as specified by the Government of Meghalaya per month. The payment should be paid by cheque of e-transfer and a record of that should be forwarded to the Chief Executive Officer, Shillong Cantonment Board on a monthly basis.
79. The Agency/Contractor himself or his representative shall remain available all the time for solving any problem and shall be answerable to the authorities of the Shillong Cantonment Board for which he has to manage a camp office in Shillong.
80. None of the employees of the Agency/contractor shall enter into any kind of private work at different locations during working hours.

Aforementioned Conditions are acceptable to me.

Signatures of the Contractor.

4. List of enclosure to submit

The following documents are to be uploaded by the bidder/tenderer in the CPP Portal within the period of bid submission:-

1. Signed and Scanned copy of **Tender Form (F-2)** duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions along with duly signed and stamped on all pages by the authorized signatory their respective Labour licence certificate, Experience Certificate, Employee State Insurance Registration, Employee Provident Fund Registration and PAN//TIN/TAN, P. Tax & Service Tax Registration, audited balance sheets and ITR certificates for the last three years (**upload multiple page pdf document**)– pdf format
2. Signed and Scanned copy of -An affidavit that the Agency/Contractor have not been blacklisted by any Government, Semi-Government Department, or any other organization and Agency/Contractor has not any litigation in any of the Labour Court(s) on Non-Judicial stamp paper of Rs. 10/- duly notarized– pdf format
3. Signed and Scanned copy of Tender Fee in DD/Cheque in pdf format
4. Signed Scanned copy of EMD in DD/Cheque in pdf format Financial bid – pdf format
5. Signed and stamped and Scanned copy of **F-1 (DETAILS OF REG. FEE/TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT)** – pdf format
6. Signed and stamped and Scanned copy of **F-3 BID Form** – pdf format
7. Signed and stamped with respective Agency/Contractor's Seal and Scanned copy of **F-4 BIDDER'S ELIGIBILITY CRITERIA** – pdf format
8. Signed and stamped with respective Agency/Contractor's Seal and Scanned copy of **F-5 NO DEVIATION CONFIRMATION** – pdf format
9. Signed and stamped with respective Agency/Contractor's Seal and Scanned copy of **F-6 LETTER OF AUTHORITY** – pdf format
10. Signed, stamped and Scanned copy of acceptance of General Terms and condition Sl no 3.14
11. The financial bid in prescribed pdf format mentioned in **F-7 FINANCIAL BID PRICE SCHEDULE**

5. F1 – (Cover) DETAILS OF REG. FEE/TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT

1.Tender Fee i) Name of The Bank ii) Demand Draft No.: or Cheque No: iii) Dated: iv) Amount: Rs 1100	
3.Earnest Money Deposit i) Name of The Bank: ii) Demand Draft No.: or Cheque No: iii) Dated: iv) Amount: Rs 11000	

Dated:-

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

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

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6. F-2 (Cover 1) Tender Form

5. Name of work : Tender for Outsourcing of Manpower –

Location : *Shillong Cantonment Board.*

Last Date & Time for
Submission of tender form :

Date & Time for
Opening of tender :

Name of Contractor/Agency:

Address :

Contact No :

Email Id :

PAN No :

Type of Organization (whether private limited/LLP/ partnership/sole : proprietorship) as per attached proof:

Experience (in years) -Similar Works :

List of Clients where similar work has been carried out (enclose certificates):

- | | |
|----|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

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

Name and designation

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7. F-3 (Cover 1) BID Form

To

THE CHIEF EXECUTIVE OFFICER,
SHILLONG CANTONEMNT BOARD,
SHILLONG, MEGHALAYA-793001

1. SUBJECT: BID FOR Outsourcing of Manpower –

- 1) **H**aving carefully examined all the BID Documents attached to your invitation to Tender ref No. **NIT No:SHG/5/ OUTSOURCING** dated _____, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Rs.10000 /- (Rupees Thirty Eight Thousand Only) as Earnest Money Deposit in form of Demand Draft /Cheque No. _____ dated _____ issued by _____ in favour of CHIEF EXECUTIVE OFFICER, SHILLONG CANTONEMNT BOARD payable at “Shillong”
- 3) We enclose herewith Rs.1000 /- (Rupees Two Thousand Only) Tender Fee in form of Demand Draft /Cheque No. _____ dated _____ issued by _____ in favour of CHIEF EXECUTIVE OFFICER, SHILLONG CANTONEMNT BOARD payable at “Shillong”
- 4) We certify that we have carefully read each and every condition and the scope of work given in the Tender document and having understood the same we confirm our acceptance in it without any condition or deviation.
- 5) We agree to keep the BID valid for 120 (ONE HUNDERED & TWENTY) days from the date of opening of the BID/Tender and the period shall remain binding.
- 6) We hereby submit our offer and upload “Schedule of Rates” for Financial Bid in cover 2

Witnesses:

For and behalf of: _____

(Signature) (Signature and Seal)

Name _____

Address in full _____

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8. F-4 (Cover 1) BIDDER'S ELIGIBILITY CRITERIA

S. No.	Description	Confirmation (Yes/ No)	Proof attached at Page No.
1	Does your Agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN/ and Service Tax Registration authorities and license to execute such contracts?		
2	Do you possess required 03 years of experience in executing/providing similar services/works to Central Government/State Government/ Cantonment Boards/offices or reputed public/private sector organizations		
3	Do you have any experience of providing similar services in Municipalities/Cantonment Boards etc.?		
4	Have you mentioned the list of contracts awarded during last 3 years (Name of the organizations)?		
5	Average annual turnover of preceding three financial years?		
6	Whether the Earnest Money in the form of Bankers Demand Draft/ FDR are enclosed?		
7	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		

(SEAL AND SIGNATURE OF BIDDER)

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9. F-5 (Cover 1) NO DEVIATION CONFIRMATION

To

Chief Executive Officer
Shillong Cantonment Board
13-Pine Walk, Near Rhino Auditorium
Shillong-793001, Meghalaya

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)

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10. F-6 (Cover 1) LETTER OF AUTHORITY

PROFORMA LETTER OF AUTHORITY FOR ATTENDING TECHNICAL & FINANCIAL BID OPENING AND OTHER COMMUNICATION / CORRESPONDENCE RELATING TO

BID. No. ----- Date:

To

Chief Executive Officer

Shillong Cantonment Board

13-Pine Walk, Near Rhino Auditorium

Shillong-793001, Meghalaya

Dear Sir,

I/We hereby authorize following representative(s) to attend Technical/Financial BID opening and for any other correspondence and communication against Bidding Document:

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a competent authority

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F-7 FINANCIAL PRICE SCHEDULE (COVER 2)

NAME OF BIDDER - _____

S. No	Category	Nos.	Rate as per Govt. of Meghalaya	EPF 8.33% out of Col. 4	ESI 1.75% out of Col. 4	Total	EPF 3.67% out of Col. 4 Employers contribution	ESI 3.25% out of Col. 4 Employers contribution	Agency/Contractor's Rate	Total cost of contractor	GST @18% on Col. 10	Grand Total
1	2	3	4	5	6	7(4-5-6)	8	9	10	11(8+9+10)	12	13(7+11+12)
1	Conservancy Staff (per day)	25	388.00									
2	Mali (per day)	2	388.00									
3	Chowkidar (per day)	9	388.00									
4	School Teacher (per day)	4	428.00									
5	School Librarian (per day)	1	428.00									
6	Lab Technician (per day)	1	473.00									
7	X- Ray Technician (per day)	1	473.00									
8	BDS Dentist (per day)	1										
9	Asstt Engineerr (per day)	1										

Currency to be mentioned above must be in INR

(SEAL AND SIGNATURE OF BIDDER/CONTRACTOR)

Member I

Member II

Member III