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No.CBD-13/1/SB/2021-22
 Office of the Cantonment Board
 Dalhousie Cantt 22nd June 2021

INVITATION OF ONLINE BIDS FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES UNDER MUNICIPAL SOLID WASTE MANAGEMENT AND HANDLING RULES 2016 AND NGT GUIDELINESS WHICH ARE BEING ISSUED FROM TIME TO TIME FOR THE PERIOD OF CONTRACT i.e 01 August 2021 to 31st July 2022.

1. This tender is being issued as per provision of GFR 2017 and Cantonment ACT 2006. All guidelines issued by the Hon'ble NGT, Ministry of Housing and Urban Affairs, Central /State/ Regional Pollution Control Board and Municipal Solid Waste Management & Handling Rules 2016 shall be the part of this tender.
2. Online Bids under open tender enquiry are invited by Cantonment Board Dalhousie for and on behalf of the President of India for provision of integrated Solid Waste Management Services under Municipal Solid Waste Management and Handling Rules 2016 and NGT guidelines which are being issued from time to time. The tender reference number is CBD-13 /1/ SB /2021-22 dated 22nd June 2022 and can be viewed at <https://dalhousie.cantt.gov.in> and <https://eprocure.gov.in/eprocure/app> portal.
3. The address and contact numbers for sending bids or seeking clarifications regarding this tender are given below:-

Bids/queries to be addressed to	:	Cantonment Board Dalhousie
(a) Name/designation of the contact personnel	:	Chief Executive Officer
(b) Postal address for sending the Bids	:	Office of the Cantonment Board Dalhousie Cantt Tehsil Dalhousie Distt Chamba HP 176305
(c) Telephone numbers of the contact person	:	01899-240603
(d) E-mail Ids of contact person	:	ceodalhousie@gmail.com

4. **Cost of the Tender Document.** A tender fee of Rs.2500/-(non-refundable) is to be deposited in the following Bank Account of Cantonment Board Dalhousie through digital payment mode:

Name of Account	Dalhousie Cantt Fund
ACCOUNT NO	11321778724
IFSC Code	SBIN0000729
Bank	State Bank of India
Branch	Dalhousie

5. This TENDER is divided into five Parts as follows:
 - (a) **Part I** – Contains General Information and Instructions for the Bidders about the tender such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II** – Contains essential details of the services required, such as scope of work, Technical Specifications, period of contract, and Consignee details.

- (c) **Part III** – Contains Standard Conditions of tender, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** – Contain Special Conditions applicable to this tender and which will also form part of the contract with the successful Bidder.
- (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

6. **Placement of order.** The work order will be placed on successful conclusion of negotiations (if required) with L1 firm.

Nomenclature	Number of employees Required for the services	Estimated Cost of the Contract	EMD	Security Deposit	Period of Contract.
Municipal Solid Waste Management services	10	22,00,000/-	3%	5%	01 st August 2021 to 31 st July 2022

* *Contractors service charges will be included of Uniform, cleaning tools/ implements, safety gears, Identity Cards/Machinery required etc (The buyer shall reserves the right to increase/ decrease the number of employees as per actual requirement of the Cantt Board. The Buyer shall also reserve the right to enquire/demand for the cleaning tools/implements and PPEs from time to time).*

7. This tender is being issued with no financial commitment and the Buyer i. e Cantonment Board Dalhousie reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the tender, should it become necessary at any stage.

8. Price bid should be as per minimum wages notified by Central Labour Commissioner (Central Govt. of India or the State Govt. of Himachal Pradesh) for area whichever is higher will be admissible, Bids with Zero Service Charges / contractor's profit will be rejected. The contractors profit/service charges including *Uniform, cleaning tools/ implements, safety gears, Identity Cards/Machinery required* etc should be in terms of Rupees only. Contractor's profit service charge is not subject to change irrespective of change in minimum wages including VDA, ESI, EPF & approx % age of contract profit will be calculated on the minimum wages, at laid down percentage, any deviation on this account will render the price bid invalid.

9. The Chief Executive Officer, Cantonment Board Dalhousie. Cantonment reserves the rights to cancel the process/contract at any time without assigning any reason whatsoever.

Yours faithfully

Sd/-

(Dr. Rahul Gajbhiye ,IDES)
Chief Executive Officer
Dalhousie Cantonment.

PART I – GENERAL INFORMATION

1. **Critical Dates**. The critical dates with respect to the Tender reference 13/1/SB/2021-22 dated 22nd June 2021 are as follows:-

CRITICAL DATE SHEET			
S No	Events	Date	Time
(a)	Published Date	22-06-2021	1700 hrs
(b)	Bid Document Download	22-06-2021	1800 hrs
(c)	Clarification Start Date	22-06-2021	1800 hrs
(d)	Bid Submission Start	22-06-2021	1000 hrs
(e)	Clarification End date	14-07- 2021	1800 hrs
(f)	Bid Submission End date	14-07-2021	1800 hrs
(g)	Technical bid opening date	16-07-2021	1100 hrs
(h)	Financial Bid Opening date	17-07- 2021	1100 hrs

2. **Manner of submitting the Bids**. The bids will be submitted online on the <https://eprocure.gov.in/eprocure/app> portal and it can be viewed on <https://dalhousie.cantt.gov.in> No offline bids will be accepted. The bids will be submitted in the following manner:-

Note : Firms are requested to upload and send only those documents which are enlisted below only and PART III S. No 05, failing which bid will be summarily rejected without any notice.

① **Documents to be Scanned and Uploaded**. Cover-I will contain the Technical Bids consisting of following documents which are to be Scanned and uploaded:-

- (aa) PAN No/ TAN No & GST Registration.
- (ab) Copy of EPF & ESI Registration.
- (ac) Past performance/experience certificates in providing similar service to any Central/state govt /autonomous bodies under taking for the last three years.
- (ad) Income Tax returns for the past two financial years.
- (ae) Scanned copy of EMD @ 3% of the total value of the annual contract be pledged to CEO Dalhousie Cantt in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.
- (af) Copy of Aadhar Card.
- (ag) Licence from Labour office.
- (ah) Tax registration certificate of firm.
- (ai) Copy of Tender Fee/transaction statement of Rs 2500/- (non-refundable).

(aj) Bank Balance sheet of last three years.

(ak) Details of working capital.

(al) Tender Conditions Acceptance Certificate. The bidder shall certify the acceptance of all the tender conditions of the online tender and furnish a certificate as per Appendix „A” . The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid will be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed/ uploaded.

(am) ECS mandate as per format attached as per Appendix “B” .

(an) Bank Solvency certificate.

(i) **Documents to be Submitted Physically**. The original of the following documents mentioned in Cover-I will be submitted physically in a sealed envelope in the Tender Box or sent by registered post at the address mentioned in the NIT given above.

(aa) PAN No, TAN No & GST Registration.

(ab) Copy of EPF & ESI Registration.

(ac) Past performance/experience certificates in providing similar service to any Central/state govt /autonomous bodies under taking for the last three years.

(ad) Income Tax returns for the past two financial years.

(ae) EMD @ 3% of the total value of the annual contract be pledged to CEO Dalhousie Cantt in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.

(af) Copy of Aadhar Card.

(ag) Licence from Labour office.

(ah) Tax registration certificate of firm.

(ai) Copy of Tender Fee/transaction statement of Rs 2500/- (non-refundable).

(aj) Balance sheet of last three years.

(ak) Details of working capital.

(al) Tender Conditions Acceptance Certificate. The bidder shall certify the acceptance of all the tender conditions of the online tender and furnish a certificate as per Appendix „A” . The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid will be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed/ uploaded.

(am) ECS mandate as per format attached as per **Appendix “B” of TENDER**.

(an) Bank Solvency certificate.

Note:- The above documents should reach prior to bid submission closing date, i.e. on or before 14-07-2021 up to **1800 hrs**. No responsibility will be taken for postal delay or non-delivery/non-receipt of documents. Bids will be rejected if it don’t reach by due date and time. The tender Number & Project Name must be clearly mentioned on the top of the sealed envelope.

(c) **Cover-II** Commercial bid in the form of „BoQ” will be submitted online only.

4. **Time and date for opening of Technical Bids**. On or after 14-07- 2021 at **1800 hrs** in the Office of the Cantonment Board Dalhousie Cantt as per critical date sheet mentioned in this tender document. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any

other day/time, as intimated by the Buyer.

5. **Place of Opening of the Technical Bids.** Office of the Cantonment Board Dalhousie Cantt. The Bidders may depute their representatives, duly authorized in writing to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of any representative.

6. **Opening of Two-Bid System (Technical and Commercial)**

- (a) The evaluation of technical Bid will be carried out off-line and the results of the evaluation will be uploaded on the <https://eprocure.gov.in/eprocure/app> portal. The following conditions will be applied:-
- (i) The physical receipt of document mentioned in Para 2 (a) (ii) shall be mandatory prior to bid opening on or before **14-07- 2021** by **1800 hrs.**
The non-receipt of the physical documents in tender box shall render non acceptance of the technical bid.
 - (ii) Only those document specified in the tender document and are found in the tender box will be opened.
 - (iii) Specified documents (Bids) dropped in the wrong Tender Box will be rendered invalid.
 - (iv) No post-bid clarification on the initiative of the bidder will be entertained.
- (b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical) requirements shall be opened.

7. **Forwarding of Bids.**

- (a) The technical bids will be submitted online on the <https://eprocure.gov.in/eprocure/app> Portal. Also the documents specified in Para 2 (a) (ii) to be deposited physically will be dropped in the sealed tender box. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.
- (b) The commercial /financial bid will be submitted "Online Only" at the <https://eprocure.gov.in/eprocure/app> Portal.

8. **Clarification Regarding Contents of the tender.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought at least 07 (seven) days prior to opening of the Bids. Copies of the query and clarification by the purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. **Validity of Bids.** The bids should remain valid till 120 days from the date of submission of the bids.

12 Description of Work.

1. Description of the work will be included of the following:

- (i) Door to door collection, of MSW from Houses, shops and establishments, and other institutions.(Collection vehicle, POL and Dvr will be provided by the Cantonment Board).
- (ii) Lifting and transportation of garden waste and tree branches.
- (iii) Lifting, transportation and unloading of waste to the earmarked disposal ground site/Land-fill site.
- (iv) Maintenance of all bins and collection depots in absolutely spick and span condition.
- (v) Operation and maintenance of Material recovery Facility run by Cantonment Board Dalhousie including Conveyor, Trammel, Leave Shredder, Bailing Machine, Rapid composter (2 units) and other machineries commissioned at CB MRF unit and other infrastructure. The firm will be responsible for operation and maintenance of all the machineries/equipments commissioned at CB MRF Facility and centralized composting unit.
- (vi) Lifting of waste coming from street sweeping, drain cleaning from intermediate storage points /dalaos /transfer points and its unloading at the earmarked site.
- (vii) Organizing and conducting public awareness programmes periodically for segregation/ separate collection of waste at source.
- (viii) Execution of work in full compliances with the Municipal Solid waste Management and Handling rules 2016 and NGT guidelines which are being issued from time to time.; directions and instructions of **Cantonment Board Dalhousie** (and as per bid document).
- (ix) Any other task assigned to them by the CEO or his authorized rep.

2. The work areas included in the Tender Document as follows.

- a. The area under the jurisdiction of Cantonment Board Dalhousie Comprising of all 06 wards.
 - b. All the areas in the designated 'Work Areas' would be covered and entire range of services would be undertaken by the successful bidder.
3. The Tenure of the Contract would be minimum of 1 year which may extendable by another 2 years basedon the performance of the successful bidders.
 4. The detailed eligibility criteria are mentioned in the Tender Document. The price bids of onlythose bidders would be opened whose bids meet the laid down criteria.
 5. A profile of **Cantonment Board Dalhousie Cantt** covering the important aspects, maps, data is provided in Tender Document. However the Tenderers are advised to check Data provided independently by making their own assessment.

The Evaluation Criteria has been elaborated in the Tender Document. The tenders would be shortlisted based on the Technical eligibility of the bidders and the rates quoted i.e. (L-1) would be chosen among the shortlisted bidders.

6. The price bid have to be submitted as per the Format provided. The Price bid have to be submitted in rupees per month basis for MSW door to door Collection, Seregation, Transportation and final disposal at the designated site.
7. All area under the jurisdiction of Cantonment Board Dalhousie would be covered for MSW collection, transportation and final disposal as per MSW Management and Handling Rules 2016/NGT guidelines.

8. The successful bidder would have to ensure that the MSW is collected, transported and disposed of in full compliance with the MSW management & Handling Rule 2016 and ensure that following activities are not allowed to be undertake by contractor:

- a) Burning of Garbage/MSW in any manner.
- b) Mixing of Bio-medical waste with the MSW.
- c) Mixing of other types of wastes such as Industrial Waste, Hazardous waste and Construction waste with the MSW.
- d) Throwing /dumping of waste.

9. Stringent punitive measures in form of penalties for non-compliance have been incorporated and are covered in the Tender Document.

10. All other Terms and Conditions have been detailed in the Tender Document.

13. **Earnest Money Deposit.** The Earnest Money Deposit (EMD) may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs 3% of the total value of the contract. The total Value of the Contract is Rs 22,00,000/- pledged in favour of the Chief Executive Officer, Dalhousie. Cantt along with their bids. The EMD will be forfeited if the Bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. "In case of non-receipt of EMD documents, bids are liable to be rejected summarily at any stage".

14. **Submission of Bids.** Vendors are requested to put their offers as follows:

- (a) Vendors should ensure that their bids are complete in all respects.
- (b) The tender to be filled online and to be uploaded at <https://eprocure.gov.in/eprocure/app> portal
- (c) An offer received incomplete or ambiguous is likely to be rejected at the discretion of the Cantonment Board Dalhousie without re-course to further clarifications. Cantonment Board Dalhousie also reserves the right to seek clarifications with one or more vendors if considered necessary and also not accept any offer at all in case they are not reasonably priced.
- (d) Any conditions/terms given in the technical or commercial bids by vendors will not be binding on Cantonment Board Dalhousie. All terms and conditions for the supply, delivery, testing and acceptance, payment, warranty, penalty will be as given herein and no change in any term and condition by the vendors will be acceptable. Alternations, if any, in the tender documents should be attested properly by the vendor, failing which the tender will be rejected. Vendor will not make any assumptions while submitting their bids. If, required, clarifications will be sought in writing prior to submission of bids.

PART II**ESSENTIAL DETAILS OF MSW SERVICES REQUIRED**

1. **Schedule of Requirements.** Hiring of services for Implementation of MSW Management and Handling Rules 2016 ie work enlisted at S. No 12 above under the jurisdiction of Cantonment Board Dalhousie for the period 01-08-2021 to 31-07-2022. The services required are mentioned at Description of work above.

2 General.**(a) Outsourcing of MSW Services.**

- | | | |
|---|---|--|
| Number of trained collection and disposal staff | : | 10 Numbers |
| (i) Garbage Collection Time | : | 0700 onwards X7 days a week |
| (ii) Medical Condition | : | Should be medically fit. Should not have any congenital or communicable disease. |
| (iii) Security | : | Should be Indian national. Character and antecedents must be verified from Police Authorities, within 30 days of commencement of contract. |
| (v) Uniform | : | Should wear identifiable jackets, Raincoat & Cap green/yellow, carrying insignia of the firm/agency and serial number for identification, during the period of work inside Cantonment area. (provided by 2 nd party). |
| (vi) Entry Passes/Identity Card : | | Should be in possession of Identity Card during working hours (provided by 2 nd Party). |
| (vii) Equipments : | | All tool/implements and Personnel Protective equipments be provided by the second party. |

3. Technical Evaluation

(a) Part-1 of the quotations will be evaluated by Technical Evaluation Committee for technical evaluation and evaluation of documents as required vide Para 2 a(i) of Part-IV of this document.

(b) The services provided will be on trial for a period of sixty days and evaluated after commencing the work described above before final acceptance. In case of failure to deliver the services will be conferred on next on line. Technical Specifications of all items is to be attached.

(c) The commercial bids of only those vendors will be opened whose technical bids are found to be complete in all respects by the TEC and whose services offered conforms to the specifications as laid out by the purchaser. The said commercial bids will be evaluated by Financial Committee Members which shall be constituted by Cantonment Board Dalhousie. This Committee will recommend the vendor whose offer is commercially acceptable, henceforth referred to as the L-1 vendor.

(d) The L-1 tender shall be considered further for placement of contract/supply order after complete clarifications and price negotiations, if considered necessary, by the competent authority.

4. **Delivery.**

The services will be placed with effect from the date of contract is executed with the service provider. Due date as mentioned in supply order should be strictly followed.

(d) **Non- Commencement of work.** Penalty of 10% of the monthly value of the contract shall be imposed for non-commencement of the work within seven days after the issue of the allotment letter subject to the condition that in no case it shall exceeded the value of the total contract cost. The 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 ground given by the contractor are reasonable or satisfactory.

(e) **Purchase/acceptance authority :** President of India
Through Cantonment Board
Dalhousie Cantt.

5. Contract can be cancelled unilaterally by the Cantonment Board Dalhousie in case services are not commenced within the contracted period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. Liquidated Damages in case defaulter vendor will be as per Para 12 of Part III.

PART III – STANDARD CONDITIONS OF TENDER

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India, Cantonment Act 2006 and Cantonment Laws. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other Effective date is mutually agreed to and specifically indicated/provided in the contract. The delivery and supplies and performance of the services shall commence from effective date of the contract.
3. **Terms of Conditions.** Terms and conditions are as attached at **appendix “F”**. These will be read, understood and complied in full by the bidder. The attached terms and conditions will be signed along with all the required documents and earnest money, security money and other requirement specified therein and submitted along with the tender bid.
4. **Technical Offer.** Provision of MSW Services as per Municipal Solid Waste Management and Handling Rules 2016 and NGT Guidelines which may vary from time to time, at Cantonment Board Dalhousie from the date of signing of contract agreement to 31-07-2022.
5. **Technical details and Eligibility Criteria.**

Minimum Technical Experience for evaluation of Bids are as follows:

- (a) Bidder should have **ongoing working experience in door to door collections, and secondary collection, transportation, segregation, and final disposal as per MSW Management & handling rules 2016 and NGT Guidelines.**
- (b) Bidder should have experience of door to door collection, storage and transportation of Municipal Solid Waste (MSW) in any municipal corporation/authorities of India for a **continuous period of 3 (Three) years or more in a single project.** Work order copies with performance certificates (not older than 6 months) duly signed by designated officers (not below the rank of executive engineer/Health Officer/Dy. Commissioner of ULB) of the concerned department should be submitted along with technical bid.
- (c) Bidder should have **experience of handling MSW not less than 05 tons per day quantity** in the above activity i.e. in collection, segregation, transportation and final disposal, as per MSW Rules 2016.
- (d) Bidder should have minimum experience of operation and maintenance of Material recovery Facility and Composting.
- (e) The bidder should have **experience in setting up a full-fledged MRF & Compost unit** for maintaining similar type of machinery used in MRF. Proof of same should be attached with site photographs.

Minimum Financial Status for evaluation of Bids are as follows:

- (a) The Bidder's minimum annual turnover based on audited balance sheets in each of the last three financial years should be Rs. 5 crores.
- (b) The bidders' net worth should be of Rs. 2 crores as on date with a solvency of Rs. 3 crores.

Other eligibility requirements

- (a) The prospective bidder should have experienced staff at present working in the area of their work: workmen having experienced in solid waste management, supervisors and workmen in repairing and maintaining the MRF including Compost Unit.
 - (b) The prospective bidders shall submit audited balance sheet for the last three years, indicating turnover liabilities, investments etc.
 - (c) Copy of bidders PAN No., Sales tax certificate, PF and ESIC registration document
 - (d) Proof of Company registration document/MoA/incorporation certificate.
- (c) The contractor will be not sub-contract or transfer the contract to any other firm or another supplier/contractor.
- (d) Tenders which are found without Earnest Money and supporting documents along with tender documents will be treated as invalid.
- (e) All certificate copies should be attested by Notary/Magistrate 1st class/class-1 Gazetted Officer.
- (f) **Commercial Bid.** (Rate Quoted inclusive of Tax) as per BoQ.
- (g) **Power of Attorney.** The firm must submit the power of attorney in favour of signatory or signatories of the tender in case the tender is signed by a person or persons other than actual tender or on behalf of a firm/company and his/her/their signature (s) attested by a First Class Magistrate.
- (h) **Arbitration.** All disputes disagreements, questions or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to installation or performance or maintenance, which cannot be settled amicably, may be resolved through arbitration. The sole Arbitrator shall have its seal at Cantonment Board Dalhousie. The standard clause of arbitration will be as following:-
- All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
 - Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to President Cantonment Board Dalhousie. .
 - Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by President Cantonment Board Dalhousie.
 - The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- (i) **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do

any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any bribe, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

(j) **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages (LD)** if the vendor fails to complete in full, all deliveries of all services and within the stipulated period, the vendor shall pay to the customer Liquidated Damages at the rate of zero point five percent (0.5%) of the total value of supply order of the delayed / undelivered items for every week of delay or part week, subject to the maximum value of the liquidated damages being not higher than ten percent (10%) of the value of delayed/undelivered services. Thereafter the buyer shall have the right to terminate the supply order and encase the bank guarantee given for acceptance of the supply order.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the services is erratic, the manpower provided do not work or yield desired result of work, indulge in unauthorized congregation, theft, damaging of Army/Govt property and any other unauthorized activity which is impediment to smooth

functioning or a security or a fire hazard.

- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of services is not up to the required standard and the manpower provided do not have sufficient proof of their character and antecedents.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language or Hindi and may be delivered personally or may be sent by email or registered pre-paid, mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for Minimum Wages, EPF, ESI, Contractor's profit and shall cover all the expenditure encompassing the liabilities of the contract and no extra costs will be paid by the buyer over and above the negotiated/agreed rates.. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of services provided or use. The Seller shall be responsible for the completion of the services irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.**

- (a) In respect of Indigenous bidders. All taxes as applicable will be reflected separately, any dispensation will be decided by CEO on case to case basis.
- (b) In respect of Indigenous Bidders. Bidder must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of completed goods specified in TENDER. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- (c) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities
- (d) Any changes in levies, taxes and duties levied by central/State/Local governments such as excise duty, GST, Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty / tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods will be relevant in this situation.
- (e) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, GST, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on

actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

15 Octroi Duty & Local Taxes.

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide of such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that items ordered against contracts placed by this office are exempted from levy of Town Duty/OctroiDuty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes of duties.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by laws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

7. **Pre-Integrity Pact Clause.** Not Applicable

PART-IV SPECIAL CONDITION OF TENDER

The Bidder is required to give confirmation of their acceptance of Special Conditions of the tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee (PBG).** The vendor shall furnish a Bank Guarantee equal to Five Percent 5% of the total value of the contract within seven days of the receipt of supply order. In case of non adherence to the delivery schedule for all deliverables of the items i.e. Due Date liquidated damages will be deducted from this amount. Bank Guarantee will be valid for a period of sixty (60) days beyond the date of completion of contractual obligations. The sample format of PBG is attached as **Appendix "G"** to tender.
2. **Payment Terms** The delivery of services as required will be for each working day for the total period of the Contract and bills of the contractor will be submitted after completion of each calendar month to Chief Executive Officer Dalhousie Cantonment, Distt- Chamba (HP). The payment will be made after completion of services for every month will be made by the CEO Dalhousie. Cantt subject to the satisfactory performance of the services. The contractor will made the payment of minimum wages, EPF and ESI contribution into bank accounts of all the Staff deployed for the required services through electronic mode and nominal roll of all the beneficiaries along with details of payment made will be submitted to the Office of the Chief Executive Officer Dalhousie . Cantonment, Distt- Chamba (HP) in the first week of the succeeding month.
3. **Advance Payments.** No advance payment(s) will be made.

4. **Paying Authority.** Payment will be made by **CEO Cantt Board subject to the concurrence of funds by the higher authority.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contractor bill / seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Inspection Note.
- (d) Attendance details for the month in duplicate to be co-ordinated with user.
- (e) EPF deposition details alongwith Nominal Roll of the affected employees – ECR and challan.
- (f) ESI deposition details along with Nominal Roll of the affected employees – ECR and challan. (Proof of payment for basic rate of minimum wages/EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable) will be submitted by the contractor to the Office of the Chief Executive Officer Dalhousie. Cantonment, Distt- Chamba (HP) is the first week of the preceding month.
- (g) Performance Bank guarantee / Indemnity bond where applicable.
- (h) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code and copy of PAN Card (if these details are not incorporated in supply order/ contract).
- (i) Acceptance of Supply Order.
- (j) Exemption certificate for Excise duty/Customs duty, if applicable.
- (k) Any other document/certificate that may be provided for in the supply Order/contract.
- (l) Certificate to the effect that payment has been made as per Minimum Wages Act.

(Note:- From the above list the documents may be required depending upon the peculiarities of the procurement being undertaken, may be included in TENDER).

5. **Fall Clause.** The following Fall clause will form part of the contract placed on successful Bidder:-

- (a) The price charged for the CS supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Service Provider provide the services or offer to sell items of identical description to any persons / Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

6. **Risk & Expense Clause.**

- (a) Should the services/items or any month thereof not be delivered within the Due Date as mentioned in the Supply order, or if lesser delivery is made in respect of the items or any installment thereof, Cantonment Board Dalhousie. shall after employing the services from other sources at the risk and cost of the service provider ask the service provider to make up the deficit within 24 hrs or at the earliest. The breach, be at liberty, without prejudice to the right to recover Liquidated Damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services provided thereof not perform in accordance with the specification / parameters provided by the SELLER as per Supply Order, Cantonment Board Dalhousie shall be at liberty, without prejudice to any other remedies to cancel the contract wholly or to the extent of such default.

(c) In case of an the services are not restore or supplied in full Numbers within the time stipulated , Cantonment Board Dalhousie. shall having given the right of first refusal to SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other items of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the items remaining to be delivered there under.

(iii) Any excess of the purchase price, cost of manufacturer, or value of any items procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

7. Force Majeure clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of CS under the provisions of the present contract). If the non-performance results from such Force majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce and Industry or other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. Employees Provident Fund Clause.

(a) The second party (contractor) shall abide by the provisions of employees Provident fund and Miscellaneous Provisions Act, 1952 and also any other enactments of the State Government hiring/Outsourcing/Welfare of labour.

(b) The second party (contractor) shall register with local EPF Commissioner and shall obtain registration number and endorse the same in the contract agreement.

(c) The second party (contractor) shall in person or through an authorized agent attend the office of the officer operating the contract as and when required.

(d) No compensation shall be claimed by the second party (contractor) if labour under any circumstances is not required during the currency of the contract.

(e) The second party (contractor) shall deposit Provident Fund contribution with the EPF Commissioner in respect of employees engaged by him or any other contribution in pursuance of the Insurance Scheme or any other mandatory welfare schemes in the geographical jurisdiction of the area and should produce the ECR (Electric Challan Return) of EPF challan of previous month.

(f) The second party (contractor) agrees that the amount due to him shall be released subject to production of proof regarding payment of EPF amount in respect of employees engaged through this contract for the previous month to the EPF Commissioner.

9. Special Conditions for the MSW Services.

(a) In the case of any dispute between me/us and the office operating the contract regarding supply of labour under this contract I/we agree to abide by the decision of the Chief Executive Officer, Cantonment Board Dalhousie Distt – Chamba (HP) .

(b) Nothing herein contained shall render the government/Station HQ/Cantonment Board Dalhousie liable for any accident that may happen to any person through the negligence of any individual or due to any other cause whatsoever and I/We indemnify the government/Government officials against all such claims.

(c) I/We agree that no enhancement of rates will be applied for consideration during or after the period of this contract.

(d) If, however, cost of operations of the contract is increased or decreased on account of legislation during the currency of the contract, rates will be correspondingly varied.

(e) Acceptance of the contract is subject to the conditions and services rendered and payment under this contract will take place within the State of India.

(f) I/We agree that if labour is not demanded from me/us under any particular clause in the contract, during the currency of the contract, we will not be entitled to claim any compensation on that account.

(g) I/We agree that labours engaged by me/us shall be paid wages as per latest wage rates notified by the Central State Government (whichever is high) under minimum wages Act.

(h) I/We agree that when labour is employed on monthly basic under this contract, I/We will have not objection to supply labour on Sunday/holiday, if demanded by the officer operating the contract. Such employment on Sunday and Holidays will be included in the monthly rates and no extra payment will be included in the monthly rates and no extra payment will be demanded by me/us on this account.

(i) Notwithstanding anything to the contract or any indent or demand the government/Station HQ/Cantonment Board Dalhousie shall always be entitled to claim the benefit of the item as the schedule or rates rest favourable to the Government even after the services have performed by the contractor.

(k) **Indemnity.** The contractor shall indemnify the buyer against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the contractor's work or for dues of any kind whatsoever, and the buyer shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act, or any other statutory Act or Law in force from time to time and applicable to the said work unless the contractor first deposit with the customer a sum sufficient to cover any liability which customer may have to incur in relation to such proceedings.

(l) The contractor is liable to provide immediate first aid/hospitalization in case of accident/sudden illness to personnel.

- (m) I/We also agree that if any time, the Government /Cantt Board Dalhousie want to employ for work as working parties etc in addition to my/our labour, I/We will not be entitled to claim any compensation on that account.
- (n) I/We agree that I/we shall furnish a certificate in support of my/our bills to this effect that labour is being paid at rates not less than the as specified by the Central/State Government nerrick rates (whichever is higher).
- (o) In the event of my/our continuous failure and defaults to carry out terms of this contract, this contract can be rescinded any security deposit forfeited. I/we shall be charged the following in addition :-
- (i) Difference of costs of contract and rates of alternative arrangement made at our risk and expense.
 - (ii) Transportation charges incurred.
 - (iii) Compensation for all incidental expense for extra work for establishments made at our risk and expenses.
 - (iv) Compensation for all incidental expense for extra work for establishment.
- (p) As per requisite to conclusion of contract, power of attorney in original in respect of the person authorized to sign contract documents on behalf of my/our firm together with his specimen signature will be forwarded with the tenders.
- (q) I/We shall immediately on acceptance of my/our tender, contact the contract operating officer or his representative and obtain demand for labour required by him. I/we shall arrange to collect their demand regularly during the period of the contract.
- (r) I/we agree that the antecedents of labour employed will be verified by the police. Those adversely reported will not be employed by me/us.
- (s) In the event of my/our failure, declining, neglecting any requisition or otherwise not executing in accordance with the terms of contract, the officer, operating the contract shall be at liberty (without prejudice) to any other remedy. The government/Station HQ/Cantt Board Dalhousie may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract to produce to arrange any my/our expense such services as may have been rejected or that I/we may have failed, neglected or delayed to supply, the officer operating the contract. Excess cost, so incurred over the contract together with al incidental charges or expenses incurred in procuring the terms or arranging for such services shall be recoverable for me/us on demand.
- (t) That any loss or damage suffered to the government/ Cantt Board Dalhousie due to negligence, misconduct or default of labourers, shall be recovered by the government/ Cantt Boards Dalhousie from me/us.
- (u) I/we agree that the provisions of the Indian contract labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 will be applied.
- (v) I/we shall be responsible for making necessary remittances towards Employees Provident Fund. I/we further pledge that a monthly receipt to this effect will be maintained by me/us and submitted to the Contract Operating Officer, whenever required.
- (w) I/we shall abide by the provision of the Child Labour (Prevention and Regulation) Act 1986.No labour below the age of 18 years will be employed on the work.
10. **Transportation** All the items required for rendering the services will be delivered at the consignee address. Seller will bear the costs and freight.

11. **Quality.** The quality of the services provided according to the present Contract shall correspond to the technical specifications enumerated as per tender and shall also include therein modification to the services suggested by Cantonment Board Dalhousie. Such modifications will be mutually agreed to. The seller confirms that the services under the contract shall be new i.e. not outside the contents of the Contractor for the year 2021-22. The bidder will ensure the availability of the material for the contract period. The seller should also be committed to provide items with correct specifications in case the offered item becomes obsolete or newer version is available without any change in the terms & conditions and process quoted.

12. **Quality Assurance.** The services will be as per the services required by the buyer and as split out in the tender, Contract and the rules and regulations governing the instant Contract and should be conforming to 100%, during the period of contract.

13. **Inspection Authority.** The inspection will be carried out by Competent authority or his/her authorized representative(s).

14. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bidder:-

(a) Franking Clause in the case of Acceptance of MSW Services "The fact that the services have been inspected at the time execution of the agreement/starting of the services and passed by the CEO or his authorized procurement committee will not have the effect of keeping the contract alive. The services are being passed without prejudice to the rights of Cantonment Board Dalhousie. under the terms and conditions of the contract".

(b) Franking Clause in the case of Rejection of services. "The fact that the services have been inspected after the execution of work and rejected by the Board or his authorized rep will not bind Cantonment Board Dalhousie in any manner. The goods/manpower for the services required is being rejected without prejudice to the rights of Cantonment Board Dalhousie under the terms and conditions of the contract"

15. **Buy Back.** The qualified firm has to buy back all the recyclable material and ready compost from the central Material Recovery Facility situated at Dalhousie Cantonment on the interval of every month or as when demanded by the Cantonment Board office. The rates of all recyclable material and compost will be at par with the current market rate.

PART V

EVALUATION CRITERIA & PRICE BID ISSUES.

"All questions and column for part V of tender need to be answered and mentioned clearly and failure to do so may result in disqualification and rejection of Bid"

1. **Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the "eligibility and qualifying requirements" of the TENDER both technically and commercially/financially.

(b) In respect of Two-Bid System, the technical Bids uploaded by the bidder will be evaluated by the buyer with reference to the technical characteristics of the product as mentioned in the TENDER. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TENDER. The price bids of only those bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per Commercial bid in the form of BoQ (Bill of Quantities) submitted online by the Bidder at <https://eprocure.gov.in/eprocure/app> portal. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only Indian Bidders are competing, L-1 bidder will be

determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, GST, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing following criteria would be followed:-

(aa) In case of foreign Bidders, the basic cost CIFO quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, Service Tax etc in unambiguous terms. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted. Online quotes of the vendors in BOQ.xls will be consider as final.

2. The lowest acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the Buyer. The buyer will have the right to award contracts to different Bidders for being lowest in particular items. The buyer also reserves the right to do Appointment of quantity/quality of the services, if it is convinced that lowest bidder is not in a position to supply full quantity/quality in stipulated time.

3. Rates shall be written as well in words in the tender. In the case of variation of rates written in words and in figures, the amount in words will prevail for calculation of price.

Commercial Bid. The commercial bid format is to be uploaded on <https://eprocure.gov.in/eprocure/app> portal. Seller may also note that all other conditions of the GFR 2017 will also be a part of Tender document.

Yours faithfully

Sd/-

(Dr.Rahul Gajbhiye, IDES)
Chief Executive Officer
Dalhousie Cantonment

Appendix „A“

(Refer Para 2 (b) (vi) Part-1 of TENDER)

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

To

SUB: ACCEPTANCE OF TERMS & CONDITONS OF TENDER

Tender Reference No :No.CBD- No.CBD-13/1/SB/2021-22

Name of Tender/Work :MSW Services

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned Tender/Work" from the web sites) namely_____as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / We have read entire items and conditions of the tender documents from Page No._____to_____(including all documents like annexure(s), schedule(s), etc) which form part of the contract agreement and I/we shall abide hereby the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/ bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against depts in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)

Appendix „B”

(Refer Para 2 (b) (vi) of Part-1 of TENDER)

MODEL ECS MANDATE FORMAT

Sellers option to receive through e-payment (ECS/EFT/DIRECT/CREDIT RTGS/NEFT/Other payment mechanism as approved by RBI)

Credit clearing Mechanism

- 1. Customer"s name :
- 2. Particular"s of Bank Account
 - (a) Bank Name :
 - (b) Branch :
 - (c) Address :
 - (d) Telephone Number :
 - (e) IFS Code :
 - (f) 9 Digit Code number of Bank and Branch appearing on MICR cheque issued by Bank
 - (g) Account Type (S.B. Account/Current Account or Cash.
 - (h) Ledger Number :
 - (j) Ledger Folio Number :
 - (k) Account number as appearing on cheque Book
- 3. Please attach a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank serving bank passbook issued by your ban for verification of the above particulars.
- 4. **Date of Effect.**

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of in complete or correct information. I would not hold the use institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date (.....)

Signature of Seller

Certified that the particulars furnished above are correct as per our record.

Appendix “C”

(Refer Para 11 of Part-I of TENDER)

ACKNOWLEDGEMENT SLIP

- (a) Refer to Cantonment Board Dalhousie Office Tender Enquiry No. _____
- (b) Acknowledged
- (c) We will be /will not be above to take part in the tender enquiry. (Strike out whichever is not applicable).
- (d) Reasons for our inability to participate in the tender are given as under:-

(Company Seal)

(Authorized signatory of Company)

Place _____

Name _____

Designation _____

Contact _____

Dated _____

Email-ID _____

Appendix “D”

(Refer Para 3 of Part-II of TENDER)

TECHNICAL OFFER :PROVISION MSW SERVICES WITH EFFECT FROM DATE OF SIGNING OF CONTRACT 31st JULY 2022

1.	Name of the person	:	
2.	Father"s Name	:	
3.	Permanent Home Address (in full)	::	
4.	Present Home Address (in full)	:	
5.	Tele No	:	
	(a) Office		(b) Residence
	(c) Mobile		(d)
6.	PAN Card No	:	
7.	Income Tax return of the previous year	:	
8.	TAN No/CST Registration certificate for work contract	:	
9.	Name of the company/organization with full address including the registration number of firm/company and central/state GST record	:	
10.	Income Tax clearance and No demand	:	
11.	A solvency certificate (to be attached) in case this is not provided the EMD will be increased by this amount	:	
12.	Various other Businesses the company is engaged with	:	
13.	Previous experience with Army/other service/Para Military force/Govt agency.	:	
14.	Experience.(Enclose supporting documents duly mentioned about performance)	:	
15.	Financial stability (enclosed details with supporting documents including property held if any)	:	
16.	EPF Registration certificate (enclosed copy of the Registration Certificate)	:	
17.	Copy of Aadhar Card	:	
18.	Copy of GST Registration certificate	:	
19.	It is certified that the information give above is true and correct to the best of my knowledge		

(Company Seal)

(Authorized signatory of Company)

Place_____Name_____

Dated_____Designation_____

Appendix “E”

(Refer Para-4 of Part-II of TENDER)

TENDER DOCUMENTS : TERMS AND CONDITIONS

PROVISION OF MSW SERVICES WITH EFFECT FROM DATE OF SIGNING OF CONTRACT 31st JULY 2022

1. Description of work include the following:

- (i) Door to door collection, of MSW from Houses, shops and establishments, and other institutions.
- (ii) Lifting and transportation of garden waste and tree branches.
- (iii) Lifting, transportation and unloading of waste to the earmarked disposal ground site/Land-fill site.
- (iv) Maintenance of all bins and collection depots in absolutely spick and span condition.
- (v) Operation and maintenance of Material recovery Facility run by Cantonment Board Dalhousie including Conveyor, Trammel, Leave Shredder, Bailing Machine, Rapid composter (2 units) and other machineries commissioned at CB MRF unit and other infrastructure.
- (vi) Lifting of waste coming from street sweeping, drain cleaning from intermediate storage points /dalao /transfer points and its unloading at the earmarked site.
- (vii) Organizing and conducting public awareness programmes periodically for segregation/ separate collection of waste at source.
- (viii) Execution of work in full compliances with the Municipal Solid waste Management and Handling rules 2016 and NGT guidelines which are being issued from time to time.; directions and instructions of **Cantonment Board Dalhousie** (and as per bid document).

2. The work areas included in the Tender Document as follows:

- a. The area under the jurisdiction of Cantonment Board Dalhousie Comprising of 06 wards.

All the areas in the designated ‘Work Areas’ would be covered and entire range of services would be undertaken by the successful bidder.

3. A minimum 10 trained staff will be required to render the services. The number of employees may be also be increased/decreased, depending upon the requirement from time to time. The contractor will ensure that no stray cattle, dogs, pigs or any other animals are allowed to roam at the disposal site . All such animal would be caught and taken to the representative of CEO as per instructions issued to him from time to time. No additional payment would be made for the same.

4. The Contractor will also ensure mass cleaning of all areas around the Cantonment Board Material recovery Facility situated at Ward No 06 Balun Cantonment at least once every week to ensure removal of all wild vegetation, accumulated garbage/dry leaves, etc and sweeping of entire area to keep it neat and clean.
5. Staff provided by the contractor will wear uniform/dress supplied by the contractor. The contractor will provide this uniform/dress and requisite accessories as per the specification and requirements laid down by Chief Executive Officer, Cantonment Board Dalhousie or his deputed representatives.
6. Before tendering, the tender is advised to take into account fluctuation in market rates and availability of materials/trained sanitary staff. No claim shall be entertained on this account during or after acceptance of the tender. Successful tender shall be responsible for arranging the materials, tools and instruments at his/their own failing which he/they will be liable for cancellation. The tenderer should have no family members/relation working in the office of Cantonment Board Dalhousie.
7. The labour laws as envisaged in the Industrial dispute Act, workman Compensation Act and Minimum Wages Act shall be observed by the contractor.
8. The labourers provisioned by the contractor will be paid daily wages as per nerrick rates promulgated by the labour commissioner/authority.
9. The contract will be applicable with effect from date of signing of contract agreement upto 31st July 2022 as decided by the accepting officer. It shall be the responsibility of the tendere to show satisfactory progress on every month, failing which Cantonment Board Dalhousie has the right to terminate the said contract without assigning any reasons and the work shall be awarded to other agencies/contractor.
10. Payment will be made in monthly installments at the end of each month after satisfactory execution of work and receipt of certificate from the authority who is deputed to supervise work.
11. All entries by the tenderer should be in one hand. Erasing and overwriting should be avoided. However all corrections and overwriting should be signed by the tenderer. The tender documents should be signed by the tenderer.
12. Rate shall be written in figures as well in words in the tender. In case of variation of rates written in words and if figures, the amount in words will prevail for calculation of prices.
13. Conditions/incomplete/unsigned tender is liable to be rejected. The tenderer will provide all details about himself and his business.
14. In case of firms where there is more than one partner, the tender must be signed by each partner or by the person holding the legal power of attorney attested by the Gazetted Officer must accompany the tender.
15. The tenderer must write their correct and complete address in the tender and arrange for the delivery of all letters. If any letter sent through registered post is received back undelivered it will be the tenderer's own responsibility and he shall be bound for

action required through the content of such letter and it shall be deemed to be served.

16. The quantities of work/services are subject to variation without notice to the tendered. In the event of variation in quantities or work/services, the tendered shall not be entitled for any compensation. Tender rates accepted shall be applicable for the contract period.

17. The contractor will ensure full strength of work force on daily basis. In case the contractor fails to provide sufficient number of strength, the officer will engage such manpower from other sources to fulfill the work force strength and the wages of the labour will be deducted from the security amount. A penalty of one day cost per labour upto the maximum of Rs 2000/- will be deducted from the monthly bill if the Laborers provided by the seller found absent from the duty.

18. The tenderer should have full knowledge for the sanitation work and site in Cantonment Board/ Station Dalhousie .

19. **Validity** . The period of the contractor shall be with effect from date of signing of contract to 31st July 2022

20. **Tenders Liabilities to Pay Compensation.** If the tenderer fails to complete the work within the time allowed by the Administrative Commandant or within such extension of time as allowed by the Administrative Commandant the work shall be executed through any other agency and the expenditure incurred thereon, shall be deducted from the contractor"sdues.

21. If ad whenever any dispute hereinafter arises relating to the meaning of specification and the quality of the work/services or any other matter relating to the contract, the decision of Chief Executive Officer, Cantonment Board Dalhousie shall be conclusive and binding on the both the parties.

22. The site taken on contract shall be misused or used for any work other than specified in the contract.

23. Any antisocial activity or breach of security or breach of any condition by the contractor or his staff shall lead to cancellation of contract.

24. Contractor shall vacate the site immediately after the lapse of his allotted period failing which fine of Rs. 2000/- daily shall be imposed on the contractor and his movable/immovable property on the site and the security deposit shall be forfeited.

25. Contractor will not be allowed to make any construction of temporary or permanent nature without specific permission of the Administrative Commandant, CEO etc .

26. Cantonment Board Dalhousie reserves the right to accept/reject any tender in whole or part without assigning any reasons.

27. RESPONSIBILITY FOR PAYMENT OF WAGES

- (i) The contractor shall be responsible for payment of wages to each worker employed by him as contract labor and such wages shall be paid before the expiry of prescribed period i.e. 1st week of every ensuing month.
- (ii) The CEO may nominate a representative duly authorized by it to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amount paid as wages in such manner as may be prescribed.
- (iii) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the Board or payment will be made to the workers through **cheque/Bank Account** only.
- (iv) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the Board, shall be liable to make payment of wages in full or the unpaid balance, as the case may be, to the contract labor employed by the contractor and recover the amount so paid from the contractor either by the deduction from any amount payable to the contractor under any contract or any debt payable by the contractors.
- (v) The contractor will have to pay the prevailing rates as and when revised by the Govt. from time to time. In case of non compliance the arrear will have to be paid by the contractor to the labor.

28. WORKMAN'S COMPENSATIONS

The contractor shall indemnify the Cantonment Board in respect of all claims, damages, compensation or expenses payable in consequence of any accident or injury sustained or any workmen or other persons whether in the employment of contractor or not while in or upon the said work or on the site/side of work, and the Board shall not be bound to defend any claim brought under Workmen compensation Act unless the contractor first deposits with the Board a sum sufficient to cover any liability, as will be fixed by the CEO which the Board incur by reason of defending any such claim. The contractor shall be wholly liable for any amount or compensation required to be paid under the Workman's Compensation Act any other provision of law.

27 TERMINATION OF CONTRACT.

In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Board may further think proper in public interest or revoke the contract namely:

The contract may be terminated in any of the following contingencies:-

- a. On the expiry of the contract period OR,
- b. A notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory by the CEO/ Cantt. Board and in conformity with the general norms and the standards prescribed for the services OR,
- c. For committing breach of any of the terms and conditions of the contract by the contractor OR,
- d. On assigning the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third person for subletting the whole or a part of the contract to any third person OR,
- e. On contractor being declared insolvent by competent court of law OR.
- f. During the notice period for termination of contract in the situation contemplated

above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to the CEO/Board.

28. Following documents shall be enclosed along with tender :-

- (a) Details of working capital.
- (b) Balance sheet of last three years.
- (c) Photocopy of PAN, TAN No, GST No
- (d) Past performance experience in providing similar service to Army/Govt undertaking.
- (e) Income Tax return of the previous year.
- (f) Copy of EPF Registration.
- (g) Tax registration certificate of firm.
- (h) **Copies of EPF Registration**. Firm should have latest EPF registration for EPF Attested copy of latest receipt of premium paid be attached failing which the certificate will be considered invalid).
- (j) License from Labour office.
- (k) Photocopy of Aadhaar card.

ACCEPTANCE OF TERMS & CONDITIONS

I have read the terms and conditions governing the contract attached hereto. I have full knowledge of MSW Work and I take full responsibility for availability of trained staff as required. I offer to do the above mentioned contract work as laid down in the tender.

Name _____

Dated : ____/____/ 2021

Address

Appendix “F”

(Refer Para 1 of Part-IV of TENDER)

PERFORMANCE BANK GUARANTEE FORMAT

From:

Bank _____

To,

The President of India
Ministry of Defence,
Government of India
New Delhi

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the “seller” for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India.

1. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangement, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____

Name of bank

Authorized signatory

Branch

Dated