

REQUEST FOR PROPOSAL (RFP)

Email: ceodalh-stats@nic.in

Fax : 01899-240603

CBD-13/2/Consy/Outsourcing/2023-25
Office of the Cantonment Board
Dalhousie Cantt 12th Jul 2023

**INVITATION OF ONLINE BIDS FOR OUTSOURCING OF CONSERVANCY SERVICES
FOR DALHOUSIE CANTONMENT WITH EFFECT FROM 01 AUG2023 OR ACTUAL
DATE OF COMMENCEMENT OF THE CONTRACT TO 31 MAR 2025**

1. This tender is being issued as per provision of DPM 2009 (available at [www.mod.nic.in/DPM 2009](http://www.mod.nic.in/DPM2009)). The subsequent paras will only elaborate relevant articles.

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 conservancy services (Manpower only) listed in Part II of this RFP. The tender reference number is CBD-13/2/Consy/Outsourcing/2023-25/ dated 12th Jul 2023 and can be viewed at <https://dalhousie.cantt.gov.in/tenders/> and <https://bidplus.gem.gov.in/published-bids>

3 The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below:-

- | | | | |
|-----|---|---|---|
| (a) | Bids/queries to be addressed to | : | Cantonment Board
Dalhousie |
| (b) | Name/designation of the contact personnel | : | Chief Executive Officer |
| (c) | Postal address for sending the Bids | : | Office of the Cantonment
Board Dalhousie Cantt
Tehsil Dalhousie
Distt - Chamba HP 176305 |
| (d) | Telephone numbers of the contact person | : | 01899-240603 |
| (e) | E-mail IDs of contact person | : | ceodalh-stats@nic.in |
| (f) | Fax number | : | 01899-242771 |

4 **Cost of the Tender Document.** Not applicable.

5. This RFP is divided into five Parts as follows:-

- (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP/NIT such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

(b) **Part II** – Contains essential details of the items required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contain Special Conditions applicable to this RFP 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 purchase order will be place on successful conclusion of negotiations (if required) with L1 firm.

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

8. **Service Charges.** Price bid should be as per minimum wages as mandated by the Central Labour Commissioner (Central Govt) or the State Govt for the area whichever is higher / as applicable. Service charges are to be quoted as such which may include various components like stationary, pay bill, cost of uniform, cleaning tools and implements as mentioned at Part I of SLA/RFP. The profit (including uniform and implements) calculated should be in terms of percentage. Contractor's service charge percentage is not subject to change irrespective of change in minimum wages. ESI & EPF will be calculated on the minimum wages at laid down percentage. Any deviation on this account will render the price bid invalid.

Yours faithfully,

(sd/-)
(Mabel Christian)
Chief Executive Officer
Dalhousie Cantonment

PART I – GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender CBD-13/2/Consy/Outsourcing/2023-25/ dated 12th Jul 2023 are as follows:-

CRITICAL DATE SHEET			
S No	Events	Date	Time
(a)	Published Date	12 th July 2023	1700 Hrs
(b)	Bid Document Download	12 th July 2023	1750 Hrs
(c)	Clarification Start Date	13 th July 2023	1000 Hrs
(d)	Bid Submission Start	12 th July 2023	1750 Hrs
(e)	Clarification End date	01 August 2023	1700 Hrs
(f)	Bid submission End Date	02 nd August 2023	1700 Hrs
(g)	Technical bid opening date	3 rd August 2023	1100 Hrs

2. **Manner of Depositing the Bids.** The bids will be submitted online on GeM portal <https://bidplus.gem.gov.in/published-bids> and be viewed at Official website of Dalhousie Cantonment Board <https://dalhousie.cantt.gov.in/tenders/> No offline bid will be accepted. The bids will be submitted in the following manner:-

(a) **Cover-I.**

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

(aa) PAN No&TAN No.

(ab) Copy of EPF & ESI Registration (Firm should have latest EPFO Registration for EPF).

(ac) Income Tax returns for the past Two Financial Years 2021-22 & 2022-23.

(ad) EMD of Rs 5,42,811/- (Rupees Five Lakh Forty Two thousand Eight Hundred and Eleven only) in shape of FDR in favour of Chief Executive Officer Cantonment Board Dalhousie.

(ae) Copy of Aadhaar Card.

(af) Valid Labour license from Central labour commissioner for number of personnel not less than 43 (80% of 54 required number of consy staff) in a particular proposal for the FY 2023-24 and not less than 43 (80% of 54 required number of consy staff) in a particular proposal for the FY 2024-25.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(ag) EPF and ESI challan of last one year for at least 80% of the total manpower, ie 43 persons (ie 80% of 54 required number of consy staff) for the FY 2023-24 and not less than 43 (80% of 54 required number of consy staff) for the FY 2024-25 in respect of employees of latest contract concluded, duly verified by a Certified Chartered Accountant to be attached as proof of EPF and ESI compliance.

(ah) Tax registration certificate of firm.

(ai) Balance sheet of last three financial year i.e. 2020-21, 2021-22 and 2022-23.

(aj) Details of working capital.

(ak) EMD of Rs 5,42,811 (Rupees Five Lakh Fourty Two thousand Eight Hundred and Eleven only) in shape of FDR in favour of Cantonment Board Dalhousie.

(am) **Tender Conditions Acceptance Certificate**. The bidder shall certify the acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix 'A'** to RFP. 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.

(an) ECS mandate as per format attached as per **Appendix 'B'**.

(ao) Copy of previous agreement (duly authenticated) of providing consy services in any military/cantonment stn in the country.

(ap) Technical offer sheet duly authenticated with company seal and signatures of authorized authority as per **Appendix 'C'** attached to this RFP.

(aq) Bank Solvency certificate and Fidelity Insurance certificate issued by bank in favour of Cantonment Board Dalhousie.

(ar) "Not Blacklisted" certificate on own company letter head as **Annexure I to Appendix C**.

(as) Power of attorney (if applicable) as per **Annexure II of Appendix C**.

(at) Copy of ISO certificate if any.

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

- (aa) PAN No & TAN No.
- (ab) Copy of EPF & ESI Registration (Firm should have latest EPFO Registration for EPF).
- (ac) Income Tax returns for the past Two Financial Years 2021-22& 2022-23.
- (ad) EMD of Rs 5,42,811/- (Rupees Five Lakh Forty Two thousand Eight Hundred and Eleven only) in shape of FDR in favour of Chief Executive Officer Cantonment Board Dalhousie.
- (ae) Copy of Aadhaar Card.
- (af) Valid Labour license from Central labour commissioner for number of personnel not less than 43 (80% of 54 required number of consy staff) in a particular proposal for the FY 2023-24 and not less than 43 (80% of 54 required number of consy staff) in a particular proposal for the FY 2024-25.
- (ag) EPF and ESI challan of last one year for at least 80% of the total manpower, ie 43 persons (ie 80% of 54 required number of consy staff) for the FY 2023-24 and not less than 43 (80% of 54 required number of consy staff) for the FY 2024-25 in respect of employees of latest contract concluded, duly verified by a Certified Chartered Accountant to be attached as proof of EPF and ESI compliance.
- (ah) Tax registration certificate of firm.
- (ai) Balance sheet of last three financial year i.e. 2020-21, 2021-22 and 2022- 23.
- (aj) Details of working capital.
- (ak) **EMD of Rs 5,42,811 (Rupees Five Lakh Forty Two thousand Eight Hundred and Eleven only) in shape of FDR in favour of Cantonment Board Dalhousie.**
- (am) **Tender Conditions Acceptance Certificate**. The bidder shall certify the acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix 'A'** to RFP. 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.
- (an) ECS mandate as per format attached as per **Appendix 'B'**.
- (ao) Copy of previous agreement (duly authenticated) of providing consy services in any military/cantonment stn in the country.
- (ap) Technical offer sheet duly authenticated with company seal and signatures of authorized authority as per **Appendix C** attached to this RFP.
- (aq) **Bank Solvency certificate and Fidelity Insurance certificate issued by bank in favour of Cantonment Board Dalhousie.**

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

(ar) “Not Blacklisted” certificate on own company letter head as **Annexure I** to **Appendix C**.

(as) Power of attorney (if applicable) as per **Annexure II** of **Appendix C**.

(at) Copy of ISO certificate if any.

Note:- The above documents should reach prior to bid submission closing date which is 02/08/2023 upto 0900 AM. 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' (Bill of Quantities) will be submitted online only.

3. **Location of the Tender Box.** “TENDER BOX-CONSY SERVICES” will be kept near the Main Gate of Cantonment Board Dalhousie, Distt-Chamba (HP)-176305.

4. **Time and date for opening of Technical Bids.** On or after **03-08-2023** at **11:00AM** 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 your 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 GeM 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 **02/08/2023**

(ii) The non receipt of the physical documents in tender box shall render non acceptance of the technical bid.

(iii) Only those document specified in the tender document and are found in the tender box will be opened.

(iv) Specified documents (Bids) dropped in the wrong Tender Box will be rendered invalid.

(v) No post-bid clarification on the initiative of the bidder will be entertained.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical requirements shall be opened. The date of opening of commercial bids will be intimated to the Bidders through official website of Dalhousie Cantonment Board <https://dalhousie.cantt.gov.in/> and GeM Portal.

7. **Forwarding of Bids.**

(a) The technical bids will be submitted online on the website <http://gem.gov.in>). 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 bid will be submitted "Online Only".

(c) The commercial bid should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorized by him to do so. Instructions for Online Bid Submission to the Bidders to submit the bids online through the GeM Portal <https://bidplus.gem.gov.in/published-bids> are attached as **Appendix 'D'** to this document.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought during the pre-bid meeting or at least before 10 (ten) days of 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 fax 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.** The bid will be considered unresponsive and will be summarily rejected without assigning any reason in any or all of the following conditions:-

(a) Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

(b) If any vendor quotes rates less than minimum wage notified by the Central or State Govt whichever is higher.

(c) If any vendor quotes Nil or Negative service charges / profit that is any rate quoted below Abnormally Low Rate (ALR) may be rejected.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

11. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP. In this regards, the format of acknowledgement slip is also attached as **Appendix 'E'** to this document.

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

13. **Description of Work.**

(a) Conservancy services in the form of cleaning of following from all places of Cantonment Military Station Dalhousie for the period 01 Aug 2023 or from the date of signing of contract to 31 March 2025:-

- (i) The Provision of receptacle for filth and rubbish and convenient places.
- (ii) The collection and removal of filth and rubbish from these receptacles.
- (iii) The collection and removal of sullage water.
- (iv) Arrangement for disposal of filth, rubbish and salvage water.
- (v) Sweeping and cleaning of roads and drains, pavements and open areas adjoining the roads.
- (vi) Lifting of dead animals of occurrence.
- (vii) Leveling of minor water pits.
- (viii) Leveling of minor water pits.
- (ix) Periodic desilting of drains.
- (x) Cohesive and meaningful conservancy drives for periodic hygiene and sanitation launched centrally or on even basis depending upon need and urgency.
- (xi) Any other road/drain inside or outside unit line specified by station commander for reasons of administration.
- (xii) Removal of Non-bio degradable waste such as polythene/plastic bags and items.
- (xiii) Cleaning and lifting of garbage from Door to door, collection points, garbage bins and entire earmarked areas.
- (xiv) Cleaning of blockages in sewerages line and soak pits or manholes.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(b) **List of Equipments to be Provided by the Contractor for Execution of Conservancy work.**

- (i) Uniform.
- (ii) Brooms with bamboos, Kanhies, Khurpi, Dah, fluorescent jackets, pickaxes, shovels, grass cutting blades (talwars), sickles, baskets, Phawadas, gumboots, face masks, PPEs for executing work will be provided by the successful bidder.

Note :- The contractor shall provide a total of 54 Nos of Safaikaramcharies for the period from 01 Aug 2023 to 31 Mar 2024 for the FY 2023-24 and Nos of 54 Safaikarmchari for the period from 01 Apr 2024 to 31 Mar 2025 for the FY 2024-25 to execute the above work and the quoted unit rate by the contractor against items shall demand to be included the cost of aforesaid manpower.

14. **Earnest Money Deposit.** The Earnest Money Deposit (EMD) should be in separate envelope. Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 5,42,811/- (Rupees Five Lakh Forty Two thousand Eight Hundred and Eleven only) pledged in favour of the Dalhousie Cantonment Board along with their bids. The EMD will be submitted in the form of an Account Fixed Deposit Receipt from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (available in MoD website and can be provided on request). EMD is to remain valid for a period of six months beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid and latest on or before would be returned, without any interest. EMD is not required to be submitted by those Bidders who are registered for the same item/ range of products/ goods or services with the Central Purchase Organization like DGS&D, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself and MSME certificate holders shall be exempted from submission of EMD. The term "Department of MoD or MoD itself would mean either the Ministry of Defence itself of Departments functioning under MoD i.e. Dept of Defence, Dept of Defence Production, Dept of Ex Servicemen Welfare, Dept of Defence Research & Development and Defence Finance Only. 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 at TEC stage".

15. **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 GeM.
- (c) Complete technical specifications will be attached with the Technical Bid, it is reiterated that only the original literature from OEM will be attached.
- (d) An offer received incomplete or ambiguous is likely to be rejected at the discretion of the Dalhousie Cantonment Board without recourse to further clarifications. Dalhousie Cantonment Board 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.

(e) 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.

(f) All terms, for which custom/excise duty, Service Tax, Entry Tax is applicable, will be specified in the commercial bid. Vendor will be responsible to produce excise duty certificate in respect of all such items, whether manufactured by the vendor or otherwise.

16. **Pre-Bid Meeting.** No pre bid meeting will be held.

PART II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** Provision of 54 Nos of Safaikaramcharies for the period from 01 Aug 2023 to 31 Mar 2024 for the FY 2023-24 and Nos of 54 Safaikarmchari for the period from 01 Apr 2024 to 31 Mar 2025 for the FY 2024-25 (with uniform, & conservancy equipment required to execute the task).Details as mentioned in Para 13 of Part-I of RFP.

2. **Technical Details.**

(a) **Outsourcing of Consy Services to Engage.** 54 Number of SafaiKaramcharis for providing hygiene and sanitation for Cantonment Board Dalhousie:

- | | | | |
|-------|--|---|--|
| (i) | Number of Conservancy
Safaikaramcharis | : | 54for FY 2023-24
(01 Aug 2023 to 31 Mar 2024) &
54 for FY 2024-25 |
| (ii) | Age | : | 18 to 40 Yrs |
| (iii) | Medical Condition | : | Should be medically fit. Should not have
any congenital or communicable disease |
| (iv) | Uniform& Personal
equipments | : | (aa) Should wear identifiable jackets
carrying insignia of the firm/agency
(ab) Canvas/rubber shoes on required
basis.
(ac) Hand Gloves on required basis.
(ad) One broom with stick per Safai
Karamchari every month. |
| (v) | Equipment (as per
requirement Task specified by the
Buyer) | : | (aa) Iron Talwar for grass cutting.
(ab) Panja.
(ac) Kassi.
(ad) Khurpi. |

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

- (ae) Brush cutters.
- (af) Hedge cutters.
- (ag) Pruners for tree branches.

All above equipments to be provided once in six months to (80% of the total manpower)

- (vi) Duty Timings : 0700hrs-1100 hrs, 1300 to 1700 Hrs on working days
Mustering time 0700-0715hrs
- (vii) Security : Should be Indian National. Character and antecedents must be verified from Police Authorities, within 30 days of commencement of contract.
- (viii) Entry Passes/Identity Card : Should be in possession of Identity Card during working hrs (provided by Vendor).
- (ix) Record of Labourers : Agency will maintain a record of all its employees with photograph and all essential detail and supply a soft copy to First Party. Change of employee will be recorded and First party updated each time.

3. **Technical Evaluation.**

- (a) **Format of TEC.** As per Technical Evaluation Committee.
- (b) Part-1 of the quotations will be evaluated by Technical Evaluation Committee for technical evaluation and evaluation of documents as required vide Para 2a(i) of Part-I of this document.
- (c) The services provided will be on trial for a period of sixty days and evaluated after delivery before final acceptance. In case of failure to deliver the services will be conferred on next on line.

4. **Commercial Evaluation.**

- (a) 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 Procurement Committee (PC) which shall be constituted by Cantonment Board Dalhousie. PC will recommend the vendor whose offer is commercially acceptable, henceforth referred to as the L-1 vendor. The discussion of the purchaser will be final in this respect.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

(b) 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.

5. **Delivery.**

(a) **Delivery Period.** The services will be placed **with effect from the date contract is concluded with the service provider.** Due date as mentioned in supply order should be strictly followed.

(b) **Mode of Delivery.** The delivery of SafaiKaramcharis required to the representative(s) of Cantonment Board Dalhousie will be carried out by the service provider by physically handing over the number of Conservancy to Cantonment Board Dalhousie at Dalhousie Cantt.(Places physically shown to the service provider by the buyer) Please note that the supply order can be cancelled unilaterally by Cantonment Board Dalhousie in case services are not received with the due date as mentioned in the supply order. Extension of delivery period will be at the sole discretion of the buyer with applicability of LD clause (Liquidated Damages Clause).

(c) **Consignee Details.** The details of consignee as given below:-
Chief Executive Officer
Cantonment Board Dalhousie Cantt
Tehsil - Dalhousie Distt - Chamba HP-176305

(d) **Liquidated Damages.** Purchaser reserves the right to recover from the firm liquidated damages. In case the vendor is not able to provide the manpower as per contract agreement then LD of each absent day will be Rs 5/- per day per person. In case the firm further fails to provide the manpower, the supply order may be cancelled. The decision of the principal employer to hire the manpower at the risk and payment of the vendor shall be final and binding.

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

6. **Purpose of Services.** The purpose of service is for conservancy details and services to include lifting of garbage from all areas within Cantonment Military Station Dalhousie.

7 **Inspection.**

(a) All 54 x Safai Karmacharis for the year 2023-24 (01 Aug 2023 to 31 Mar 2024) & 54 x Safai Karmacharis for the year 2024-25 (01 Apr 2024 to 31 Mar 2025) will be subject to physical inspection by a board of officers detailed by the purchaser to ascertain that they conform to the services as laid down in the supply order. Authorized representative of the firms will be present during inspection. In case the items are not found to be conforming to the laid down sample/ specifications, the representative of the firm will be intimated by the checking board of officers in situ with a copy of such intimation to Chairman PC. The shortfall will be made up by the supplier at his own expense within a period of 24 hrs from the day of inspection. In case of any dispute, decision of the purchaser will be final and binding.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(b) The firm would be required to provide the Standard Acceptance Test Procedure (ATP), which the Board of Officers would have the right to modify.

(c) The Services should conform to the technical specification 100% at the time of delivery.

8. **Acceptance Testing Procedure.** Acceptance Testing Procedure for these services will be completely effective on date of delivery at consignee location. The services will be subjected to acceptance testing in accordance with the procedure agreed by the buyer. Modalities of the testing may be worked out by seller and the buyer. Acceptance Testing Procedure has been carried out be duly certified by board of officers. Specification of the items supplied shall be checked for conformity with specifications given in the tender enquiry, technical quote and supply order. The customer would issue an Acceptance Certificate on successful completion of acceptance testing and training. In case of non-completion of delivery and ATP within the stipulated period LD clause will be invoked @0.5% for delay of every week or part thereof on the balance cost of project.

9. Contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

10. Liquidated Damages in case defaulter vendor will be as per Para 10 of Part III.

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal 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 fo 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. 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'**.

4. **Commercial Bid.** Commercial bid will be uploaded on GeM Portal.

5. **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

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

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:-

- (a) 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.
- (b) Any dispute, disagreement or 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 a sole Arbitrator shall be nominated in writing by Cantonment Board Dalhousie.
- (c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by President Cantonment Board Dalhousie.
- (d) 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.
- (e) 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.

6. **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 offers 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, 1986 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 gift, 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.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

7. **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 is 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.

8. **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.

9. **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.

10. **Liquidated Damages (LD).** Purchaser reserves the right to recover from the firm liquidated damages. In case the vendor is not able to provide the manpower as per contract agreement then LD of each absent day will be Rs 5/- per day per person. In case the firm further fails to provide the manpower, the supply order may be cancelled. The decision of the principal employer to hire the manpower at the risk and payment of the vendor shall be final and binding.

11. **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 upto 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.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

12. **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 e-mail or registered pre-paid, mail/airmail, addressed to the last known address of the party to whom it is sent.

13. **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.

14. **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.

15. **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.

16. **Taxes and Duties.**

(a) **In respect of Indigenous Bidders.**

(i) Bidder must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) 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.

(iii) Any changes in levies, taxes and duties levied by central/State/Local governments such as excise duty, VAT, 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.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(iv) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, 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.

(v) **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/Octroi Duty, 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.

19. INTEGRITY PACT CLAUSE:

Integrity Pact Between Cantonment Board Dalhousie hereinafter referred to as "The Principal". And "Contractor" hereinafter referred to as "The Bidder/

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

C. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

(3) In case of any such preceding misconduct on the part of official(s) is reported by the Bidder to the Principal/Owner willful and verifiable facts and the same is prima facie found to be correct by the Principal/Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Owner and such a person shall be debarred from further dealing related to the tender/contract process. In such a case while an inquiry is being conducted by the Principal/Owner the tender process/proceedings under the contract would not be stalled.

Section 2-Commitments of the Bidder(s)/Contractor(s)

(1)The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission of non-cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only..
 - (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract
- (4)The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.

Section 3-Company Code of Conduct

Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the country.

Section 4-Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contract(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per "Guidelines on Debarment of firms from Bidding" issued by Procurement Policy Division, Ministry of Finance, Department of Expenditure, Government of India from time to time

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Section 5-Sanction for Violation

Any breach of the aforesaid provisions by the Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder 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 Principal/Owner to take all or anyone of the following actions, wherever required:

- (i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal/Owner, in case contract is not awarded to the Bidder and the Principal/Owner shall not be required to assign any reason therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/Owner shall be deducted from any amount held with the Department/any payment due.
- (iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
- (v) To encash the Performance Security furnished by the Bidder.
- (vi) To cancel all or any other Contract(s) with the Bidder.
- (vii) To temporarily suspend or temporarily debar/permanently debar the Bidder as per the extant policy.
- (viii) If adequate amount is not available in the present tender/contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal/Owner in connection with any other contract for any other works/services.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal/Owner, or alternatively if any close relative of an officer of the Principal/Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

the interest involved shall entitle the Principal/Owner to debar the Bidder from the bid process or rescind the contract without payment or any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court: son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Owner and if he does so, the principal employer/Owner shall be entitled forthwith to cancel the contract and all other contracts with the bidder.

2. The decision of the Principal/Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External Monitor(s) (IEMS) appointed for the purposes of this Pact.

Section 6-Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 7-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or and if already awarded, same can be terminated for such reason.

Section 8-Equal treatment of all Bidder/Contractors/Subcontractors

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(2) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 9-Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 10-Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the DGDE.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub- contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform DGDE and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the DGDE within 4 to 6 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the DGDE, a substantiated suspicion of an offence under relevant IPC/PC Act, and the DGDE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word "Monitor would include both singular and plural.

Section 11-Pact Duration

- (1) This pact begins when both parties have legally signed it. It expires for the Contractor after the last payment under the contract, or till defect liability period and for all other Bidders after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future dealings.
- (2) If any claim is made/lodged after expiry of this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DGDE.

Section 12- Dispute Settlement Mechanism

- (1) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (2) In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.
- (3) The fees for such meetings shall be same as fee payable to IEMs otherwise and in addition to the fees for the regular meeting of IEMs, to be held otherwise and over and above the ceiling of Rs. 3,00,000/- annually, to be calculated as per calendar year. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of the organization concerned. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Section 13-Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 14-Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

Section 15-Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Section 16-Signing of Integrity Pact on behalf of Bidder

- (a) **Proprietorship Concern**– The Integrity Pact must be signed by the proprietor or by an authorised signatory.
- (b) **Partnership firm**- The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners
- (c) **Limited Liability firm**- The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (d) **Private Limited/Limited Company** The Integrity Pact must be signed by a representative duly authorized by Board resolution.
- (e) **Joint Venture** - The Integrity Pact must be signed by all partners and members to Joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

Section 17-Other provisions

- (1) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (2) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (3) Changes and Supplements as well as termination notices need to be made in writing

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Section 18- Independent Monitors

The MoD in consultation with the Central Vigilance Commission (CVC) has appointed the following Independent External Monitors (IEMs) to oversee the Implementation of the Integrity Pact for DGDE:-

- (a) Shri R. Mukundan, IRPS (1984) (Retd), A, 204, Casagrad Aristo, No. 5, Noble-1 Street, Alandur, Chennai-600016 e-mail ID:- r.mukundan29@gmail.com
- (b) Dr. Sarat Kumar Acharya, CMD, NLCIL (Retd), 203, 2nd Floor, Tower-5, Vipul Gardens, Ghatikia, Bhubaneswar-751003 (Odisha) e-mail ID: sarat777@rediffmail.com

(For & behalf of the Principal)
(Office Seal)

(For & behalf of Bidder/Contractor)
(Office Seal)

Place-
Dated

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

PART-IV SPECIAL CONDITION OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP 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)/Security Deposit.** The vendor shall furnish a Bank Guarantee equal to 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 days beyond the date of completion of contractual obligations. The sample format of PBG is attached as **Appendix 'G'** to RFP.

2. **Payment Terms.** Payment to each employee shall be made as per the provision of Minimum Wages Act. In case during the currency of contract the minimum wages are revised, the contractor to ensure payment of revised minimum wages along with EPF and ESI immediately on issue of notification by Govt. **In case the vendor is not able to provide the manpower as per contract agreement then LD of each absent day will be Rs 5/- per day per person.** The delivery of services of the required number of Conservancy safaiwalas 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 through AAO (Pay) WC Pathankot / PCDA Western Command Chandigarh. The contractor will make the payment of minimum wages (revised), EPF and ESI contribution into bank accounts of all the outsourced conservancy staff 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. In case of non submission of the details, three notices within 30 days will be issued to the firm for providing the same thereafter the firm will be debarred and his contract share will be distributed among the other L-1 bidders or re-tendering to be carried out in case only one bidder was awarded the contract.

3. **Advance Payments.** No advance payment(s) will be made.

4. **Paying Authority.** Payment will be made by the **AAO (Pay) WC Pathankot/PCDA, Chandigarh.** 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) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of power.
- (d) Inspection Note.
- (e) Attendance details for the month in duplicate to be co-ordinate with user.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

- (f) EPF deposition details alongwith Nominal Roll of the affected employees – ECR and TRRN challan.
- (g) ESI deposition details alongwith 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.
- (h) Performance Bank guarantee/Indemnity bond where applicable.
- (i) 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).
- (j) Acceptance of Supply Order.
- (k) Exemption certificate for Excise duty/Customs duty, if applicable.
- (l) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (m) Any other document/certificate that may be provided for in the supply Order/contract.
- (n) Certificate to the effect that payment has been made as per Minimum Wages Act 1948.

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

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

- (a) The price charged for the items 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.
- (b) If at any time, during the said period the Seller reduces the sale price, sells or after to sell such items to any person/organization including DEWC or any Deptt. Of Central Government or any Department of the State Government or any Statutory undertaking of the Central or State forthwith notify such reduction or sale or offer of sale to the Director

General of Supplies & Sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
 - (ii) Sale of items as original at price lower than the prices charged for normal replacement.
 - (iii) Sale of items at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments, including their undertakings excluding joint sector companies and /or private parties and bodies.
- (c) The seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Supply Order – “We certify that there has been no reduction in sale price of the items of description identical to the items supplied to the Government under the contract herein and such items have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the contract except for quantity of items categories under sub-clauses 9 (a),(b) and (c) of sub-para (ii) above.

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, 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.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

- (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 goods 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.
- (f) First party (Station Headquarters) reserves the right to decrease the manpower strength during the contract period on administration reasons/Govt orders, if any.

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.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(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 and TRRN 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 hired Labour to be Employed for Conservancy 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 labor 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.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(j) 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 Cantonment Board 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 customer shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, 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/Station HQ/Cantt Board Dalhousie want to employ Ministry personnel 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 all 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 by the government/Station HQ/Cantt Board Dalhousie due to negligence, misconduct or default of laborers shall be recovered by the government/Station HQ/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 will be delivered at the consignee address. Seller will bear the costs and freight.

11. **Quality.** The quality of the service delivered according to the present Contract shall correspond to the technical specifications enumerated as per RFP 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 items to be supplied under the contract shall be new i.e. not outside the contents of the Contractor for the year 2023-25. 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 items 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 RFP, Contract and the rules and regulations governing the instant Contract and should be conforming to 100%, at the time of delivery.

13. **Inspection Authority.** The inspection will carried out by board of officers on behalf of PCB Dalhousie Cantonment Board. The mode of inspection will be done by the board of officers, Cantonment Board Dalhousie.

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 Consy 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 items and conditions of the contract”.

(b) Franking Clause in the case of Rejection of manpower/services. “The fact that the services have been inspected after the execution of work and rejected by the Board of Officer will not bind on Cantonment Board Dalhousie in any manner. The goods/manpower are being rejected without prejudice to the rights of Cantonment Board Dalhousie under the terms and conditions of the contract”.

15. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented either:-

(i) On quality of the items, where the quantity does not correspond to the quality shown in the packing list/insufficiency in packing.

(ii) On quality of the items, where quality not correspond to the quality mentioned in the Contract.

(b) The quality claims for deficiency of quantity shall be presented on completion of Opening by board of officers and acceptance of goods. The quantity claim shall be submitted to the seller as per FORM DPM-22 (Available in MoD website and can be given on request).

(c) The quality claim for defects or deficiencies in quality noticed during the inspection by the Board of Officers shall be presented on completion of inspection and acceptance of goods. Quality claims shall be presented for deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the items are to be furnished to the seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The service provider will settle the claims within 15 days from the date of the receipt of the claim at the Cantonment Board office, subject to acceptance of the claim by the Service provider. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The seller shall collect the defective or rejected goods from the location nominated by Cantonment Board Dalhousie deliver the repaired or replaced goods at the same location under seer's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the seller or payment of claim amount by seller through demand draft drawn on an Indian Bank, in favour of Cantonment Board Dalhousie.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

(g) The quality claims will be raised solely by Cantt Bd Dalhousie and without any certification/countersignature by the seller's representative stationed in India.

16. **Repeat Order.** The Buyer can order additional service amounting to 50% of the contracted value under the present contract within 6 months from the date of successful completion of the contract subject to terms & conditions remaining the same. The Bidder is to confirm the acceptance of the same for inclusion in the contract. Except for the change in Minimum Wages and allied deductions as promulgated by the Govt from time to time.

17. Annual Maintenance Contract (AMC) is Not Applicable.

PART V

EVALUTION CRITERIA & PRICE BID ISSUES

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

1. **Evaluation 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 RFP both technically and commercially/financially.

(b) In respect of Two-Bid System, the technical Bids forwarded by the bidder will be evaluated by the buyer with reference to the technical characteristics of the product as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. 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 submitted online by the Bidder. The consideration of taxes and duties in evaluation process will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax/GST, Octroi/entry tax, etc on final product, as quoted by bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT 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.

(e) ***The benchmarking of reasonability of rate (RR) and ALR will be decided by the Procurement Committee (PC) before opening of commercial bid. The percentage of service charge will be automatically converted into absolute value by the system. L1 will be determined on the final price quoted by the bidder excluding***

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

taxes. If GeM authorities do not take any decisions as per RFP terms and conditions than L-1 will be finalized manually. The lowest accepted bid i.e. bid equal to or above ALR will be considered further for placement of contract after complete classification and price negotiation as decided by the buyer. The buyer also reserves the right to do apportionment of quantity or award the contract only one bidder if rates quoted by two or more bidders are identical. The CFA reserve the right to award contract to one bidder bases on the recommendation of PC.

(f) The lowest acceptable Bid (L1 bidder) 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.

(g) Rates shall be written in figures as well as 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.

2. **Commercial Bid.** Bidders are required to quotes their offers on **GeM** as per instructions on **GeM portal**.

Yours faithfully

(Sd/-)
(Mabel Christian)
Chief Executive Officer
Dalhousie Cantonment

Appendix 'A'

(Refer Para 2 (a) (i) (am) of Part-1 of RFP)

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

To

SUB: ACCEPTANCE OF TERMS & CONDITONS OF TENDER

Tender Reference No :

No.CBD-13/2/outsourcing/23-25

Name of Tender/Work :

Conservancy Safaiwalas 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.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

5. The Technical Bid and its enclosures as submitted in physical form as mentioned in Para 7 of part I of RFP is the true copy of the documents uploaded on the GeM Portal (<https://bidplus.gem.gov.in/published-bids>)

6. 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 deptt in satisfaction of this condition.

Yourfaithfully

(Signature of the Bidder, with Official Seal)

Appendix 'B'

(Refer Para 2 (a) (i) (an) of Part-1 of RFP)

MODEL ECS MANDATE FORMAT

Customer's 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 Account Type (S.B. Account/Current Account or Cash.
 - (g) Ledger Number :

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

(h) Ledger Folio Number :

(j) 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 bank 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 incomplete or incorrect information. I would not hold the issuing 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 Customer

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

Appendix 'C'

(Refer Para 2 (a) (i) (ap) of Part-1 of RFP)

TECHNICAL OFFER :PROVISION OF 54 CONSY SFWL FOR FY 2023-24 AND 54 FOR FY 2024-25 AT DALHOUSIE W.E.F. 01 AUG 2023 TO 31 MAR 2025

1.	Name of the Agency/Company/firm with full address including the registration number of firm/ company and central/ state VAT record.	:	
2.	Name of proprietor/director of company/firm/agency	:	
3.	Father's Name	:	
4.	Permanent Home Address (in full)	:	
5.	Present Home Address (In full)	:	
6.	Tele No:-	:	
	(a) Office	:	
	(b) Residence	:	
	(c) Mobile	:	

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

7.	Copy of PAN Card.	:	
8.	Copy of Aadhar Card.	:	
9.	Valid Labour License for number of personnel not less than _____ persons as required in this proposal.	:	
10.	Minimum three years experience in providing conservancy service to contract Govt/Army/Navy/Airforce organization (enclose supporting documents).	:	
11.	Copy of EPF & ESI Registration (Firm should have latest EPFO Registration for EPF).	:	
12.	EPF, ESI and GST challan of last one year for at least 80% of the total manpower, ie 43persons (ie, 80% of 54) in respect of employees of latest contract concluded, duly verified by a Certified Chartered Accountant to be attached as proof of EPF and ESI compliance.	:	
13.	GST number along with GST annual return of the previous financial year, FY 2022-23.	:	
14.	Income Tax returns for the past Two Financial Years 2021-22&2022-23	:	
15.	Balance sheet of last three financial year i.e. 2020-21, 2021-22&2022-23	:	
16.	Turnover Agency should have an average annual turnover for last three years of Rs 3 Crores/ every year for the last three financial year i.e. 2020-21, 2021-22&2022-23.		
17.	EMD of Rs Rs 5,42,811 (Rupees Five Lakh Fourty Two thousand Eight Hundred and Eleven only) in shape of FDR in favour of Cantonment Board Dalhousie.		
18.	Tender Conditions Acceptance Certificate. The bidder shall certify the acceptance of all the tender conditions of the online RFP and furnish a certificate as per Appendix 'B' to RFP. 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.		
19.	ECS mandate as per format attached as per Appendix 'C'.	:	
20.	Bank Solvency Certificate / fidelity cert issued by bank in favour of Cantonment Board Dalhousie.		
21.	"Not Blacklisted" certificate on own company letter head as annexure I to Appendix 'C'.		
22.	Power of attorney (if applicable) as per Annexure II of Appendix 'C'.		
23.	Copy of ISO certificates.		
24.	Fidelity Insurance certificate issued by bank in favour of Cantonment Board Dalhousie.		
25.	Integrity Pact Undertaking.		

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

It is certified that the information given above is true and correct to the best of my knowledge.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Appendix 'D'

(Refer Para 7 (c) of Part-I of RFP)

INSTRUCTIONS TO THE BIDDERS

Instructions for online Bid Submission Instructions to the Bidders to submit the bids online through the GeM portal are available on <https://gem.gov.in/userFaq> .

Appendix 'E'

(Refer Para 11 of Part-I of RFP)

ACKNOWLEDGEMENT SLIP

- (a) Refer to Dalhousie Cantonment Board NIT CBD-13/2/Consy/Outsourcing/2023-25/ dated 12th Jul 2023.
- (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_____

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

TENDER DOCUMENTS : TERMS AND CONDITIONS

**PROVISION OF 54 CONSY SFWL FOR FY 2023-24 AND 54 CONSY SFWL FOR FY 2024-25
AT DALHOUSIE WITH EFFECT FROM 01 AUG 2023 TO 31 MAR 2025**

1. Venue of work shall include areas around Dalhousie Cantonment Board, for cleaning of area and drains, removal of sit and obnoxious vegetation from the nallahs/drains and lifting of garbage from the site of work to the waste disposal area and burying the waste. The Contractor shall ensure that there is no blockage or deposit of slit in nallahs/drains and ensure cleanliness of all areas to the satisfaction of supervisory staff of Station HQ Dalhousie and Cantonment Board Dalhousie.
2. A minimum 54 consy Sfwl for FY 2023-24 and 54 consy sfwl for FY 2024-25 will be required to execute the subject work at Cantt Stn Dalhousie. The number of employees may be also increased, 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 in the zones. All such animal would be caught and taken to the representative of CEO Cantonment Board as per instructions issued to him from time to time. No additional payment would be made for the same. 01 x outsourced clerks will be required for documentation of conservancy safaiwalas.
3. The Contractor will also ensure mass cleaning of all areas under the jurisdiction of Dalhousie Cantonment Board 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.
4. Conservancy 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.
5. 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 tender should have no family members/relation working in the office of Cantonment Board Dalhousie.
6. The labour laws as envisaged in the Industrial dispute Act, workman Compensation Act and Minimum Wages Act shall be observed by the contractor.
7. The laborers provisioned by the contractor will be paid daily wages as per nerrick rates promulgated by the labour commissioner/authority.
8. The contracted conservancy staff shall be required to work six days in week subject to max of 26 days in a month. Working hours be 08 hours between 0700 hrs to 1100 hrs in (first half)and 1300 hrs to 1700 hours(second half) on all working days.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

9. The contract will be applicable with effect from date of signing of contract agreement upto 31 Mar 2025 as decided by the accepting officer. It shall be the responsibility of the tenderer 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 tendered. The tender documents should be signed by the tendered.
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 tendered 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 tendered 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. The contractor shall also be fined Rs. 700/- per labourer per day if the contractor fail to provide the same.
18. The tendered should have full knowledge of the sanitation work and site in Cantonment Board Dalhousie.
19. **Validity.** The period of the contract shall be with effect from date of signing of contract to 31 March 2025 as agreed to by the CFA.
20. All certified true copy of documents which are required to be uploaded and physically submitted should be attested by the Notary/Class-I Gazetted Officer .
21. **Tenders Liabilities to Pay Compensation.** If the tenders fails to complete the work within the time allowed by the Administrative Commandant or within such extension of time as

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

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's dues.

22. If and 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.

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

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

25. 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.

26. Contractor will not be allowed to make any construction of temporary or permanent nature without specific permission of the Administrative Commandant or his refers.

27. Postal/Official address of the firm duly verified by the local police authority should be uploaded on GeM Portal.

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

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

- (a) PAN No&TAN No.
- (b) Copy of EPF & ESI Registration.
- (c) Income Tax returns for the last two financial years.
- (d) EMD in shape of FDR in favour of Cantonment Board Dalhousie payable at SBI Dalhousie.
- (e) Copy of Aadhaar Card.
- (f) Valid Labour license from Central labour commissioner for number of personnel not less than 43(80% of 54 required number of consy staff) in a particular proposal for the FY 2023-24 and not less than 43 (80% of 54 required number of consy staff) in a particular proposal for the FY 2024-25.
- (g) Tax registration certificate of firm.
- (h) Balance sheet of last three years.
- (j) Details of working capital.

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

ACCEPTANCE OF TERMS & CONDITIONS

I have read the terms and conditions governing the contract attached hereto. I have full knowledge of sanitary 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 : 2023

Address _____

1. The above tender is hereby accepted by me on behalf of Cantonment Board Dalhousie.
2. Should my/our tender be accepted, I/we hereby agree to abide and fulfill all their terms and conditions of the contract annexed and will abide by the instructions issued by concerned authorities from time to time hereto and also execute the contract agreement embodying the conditions hereto attached within 10 days of receipt of communication to do so. I/we further agree that in the event of my/our failure to execute the contract agreement within 10 days of receipt of communication in writing or in the event of my failure to commence the work within 10 days after receipt or orders to the effect, the full value of the earnest money shall stand forfeited by Cantonment Board Dalhousie or its successors in the office without prejudice to any rights or remedies.
3. I/we also deposit an earnest money of Rs. _____ (Rupees _____) in the form of FDR pledge in favour of Cantonment Board Dalhousie on account of security deposit in case I/we are assigned the contract. Balance of security money will be deposited by me at the time of for maintenance period from date of signing of contract to 31 March 2019 for satisfactory completion of the contract.

Name _____

Dated : 2023

Address _____

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Appendix 'G'

(Refer Para 1 of Part-IV of RFP)

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 acceptance of bid 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 _____

Dated:

Authorized Signatory of Bank

For and on behalf of the President of India

Signature of Tender

Sd/- x x x x
Chief Executive Officer

Annexure-I to Appendix 'C'
(Refer para 2 (a) (i) (ar) of Part-I of RFP)

CERTIFICATE OF BLACKLISTED ETC

Dear Sir,

It is certified that our firm is neither blacklisted by any Government Department/PSU nor any case of conviction against the firm or its owner/partners/directors anywhere in India.

In case if it established or found that our firm has given any false information or facts or has suppressed facts or manipulated the documents etc, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit or performance security deposit, as the case may be absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours faithfully,

Dated : 2023

(Signature of Bidder, with office seal)

Name & Full address of operating branch in or nearby area with Telephone No, Fax No & Email Address.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Annexure – II to Appendix ‘C’
(Refer para 2 (a) (i) (as) of Part-I of RFP)

FORMAT FOR POWER OF ATTORNEY

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr/Ms(name and residential address) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Tender for “Outsourcing Conservancy Services for offices of Station Headquarters, , including signing and submission of the Tender and all documents specified in the Tender Documents, including, undertakings letter, certificates, acceptances, clarifications, guarantees, etc making representations to the office of Station Commander, , representing us in all matters before the Office Station Headquarter and generally dealing with the office of Station Headquarters in all matters in connection with our Tender for the said Project.

WE HEREBY AGREE TO RATIFY ALL ACTS, DEEDS AND THINGS LAWFULLY DONE BY OUR SAID ATTORNEY PURSUANT TO THIS POWER AND THAT ALL ACTS DEEDS AND THINGS DONE BY OUR AFORESAID ATTORNEY SHALL AND SHALL ALWAYS BE DEEMED TO HAVE BEEN DONE BYU US.

ALL THE TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANING ASCRIBED TO SUCH TERMS UNDER THE TENDER DOCUMENT.

SIGNED BY THE WITHIN NAMED

_____(INSERT THE NAME OF THE EXECUTANTS(s))
THROUGH THE HAND OF

MR _____
DULY AUTHORISED SIGNATUORY

DATED THIS _____ DAY OF 2023

BEFORE ME,

Notary accepted

.....(Signature)

(Name, title and address of the attorney)

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Note : THE MODE OF EXECUTION OF THE POWER OF ATTORNEY SHOULD BE IN ACCORDANCE WITH THE PROCEDURE, IF ANY, LAID DOWN BY THE APPLICABLE LAW AND THE CARTER DOCUMENTS OF THE EXCUTANTS AND WHEN IT IS SO REQUIRED THE SAME SHOULD BE UNDER COMMON SEAL. AFFIXED IN ACCORDANCE WITH THE REQUIRED PROCEDURE.

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender

Appendix-H

UNDERTAKING (to be submitted by the Bidder along with Integrity Pact)

Date:

To.

The CEO
Cantonment Board Dalhousie

Sub: Procurement of _____ (Item description)

Ref: Tender No. & date: _____ .

- We (The Bidder/Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.
- We (The Bidder/Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.
- We (The Bidder/Contractor) agree that the Integrity Pact is deemed as part of NIT/Contract and we are bound by its provisions for the entire Pact duration as per Section 9 of the enclosed Integrity Pact format.
- In case, if we (The Bidder/Contractor) fails to honour the above conditions, CEO Cantonment Board Dalhousie shall have absolute right to take action as per Section 3 of the Integrity Pact mentioned at Clause 19 of Part III above

Yours faithfully,

(Bidder)
Seal

For and on behalf of the President of India

Sd/- x x x x
Chief Executive Officer

Signature of Tender