

NIT No.12/SRD/CWC/2019-20
Government of India
Central Water Commission
Southern Rivers Division



TENDER DOCUMENT FOR

**Providing Semi-skilled man power Services for collection of Hydro-
Meteorological data from the Hydrological observation sites under Vaigai Sub-
Division, Central water Commission, Madurai**

July - 2019

EXECUTIVE ENGINEER
SOUTHERN RIVERS DIVISION
‘SANGAMAM’
GANDIMAANAGAR, PEELAMEDU,
COIMBATORE-641004

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सत्यमेव जयते

No: SRD/C/13059/Tech/2019-20

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"Sangamam" Complex, Gandhimaanagar, Peelamedu-P.O.

Coimbatore – 641004



NIT No.12/SRD/CWC/2019-20

Dated: 15/07/2019

NOTICE INVITING TENDERS

On behalf of the President of India, EXECUTIVE ENGINEER, SOUTHERN RIVERS DIVISION, CENTRAL WATER COMMISSION, "SANGAMAM", GANDHIMAANAGAR, PEELAMEDU-PO., COIMBATORE-641004 invites offline Tenders from eligible tenderers under single bid system.

Name of the work/Contact – Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai.

Estimated Cost :: Rs. 28,21,898/-

Earnest Money Deposit :: Rs. 56,438/-

Tender Fee :: Rs. 500/-

Period of Contract :: Seven months

No. of Man Power Required :: Semi Skilled – 22 Nos. (Area B- 6 Nos. and Area C -16 Nos.)

1. The Eligibility Criteria is as follows:

- The Agency should have registration with Central or State Govt.
- The Agency should have registration for EPF, ESI.
- The Agency should have 2 years experience in the business of providing man power Assistance / Labour services.
- The Agency should have valid Service tax Registration number and PAN number.
- An undertaking that the Agency has not been blacklisted anywhere in past must be furnished.

Tender forms along with terms and conditions can be downloaded from the website <http://cwc.nic.in> from 15/07/2019 to 27/07/2019. The tender fee of Rs. 500/-for the downloaded tender document is to be deposited along with the submission of bid in the form of Demand Draft/Banker's Cheque in favour of the "Executive Engineer, Southern Rivers Division, CWC, Coimbatore" payable at Coimbatore. **Non-submission of these would result in summarily rejection of the Tender.** Last date & Time for submission of Bids is 27/07/2019 up to 14.00 Hrs. Public opening of Bid shall commence at 15.00 hours on 27/07/2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in SRD, CWC, Coimbatore-641004.

- The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.56,438/- (Rupees Fifty Six Thousand Four Hundred Thirty Eight Only) as Earnest Money Deposit (EMD) in the form of Bankers Cheque / Demand Draft of any Scheduled bank drawn in favour of Executive Engineer, Southern Rivers Division, CWC, Coimbatore. Tenderer exempted from depositing earnest money in individual cases, shall

attach with the tender a signed copy of the letter exempting (MSME/NSIC certificate) him from depositing earnest money and shall produce the original when called upon to do so. If the bid of the tenderer does not contain specified earnest money the tender will be summarily rejected. No further communication shall be entertained in this regard.

3. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts /Bank Guarantee of any scheduled bank in accordance with prescribed form. In case contractor fails to deposit the said performance guarantee within period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
4. **Visit to Work Place by Tenderer:** Tenderer are encouraged to inspect and examine the work place and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / mis-happening or otherwise shall be allowed.
5. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
6. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
7. Bid shall remain valid for the period of 60 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period.
8. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. The competent authority on behalf of President of India reserves to him the right of accepting the whole or any part of the bid and the bidders shall bound to perform the same at the rate quoted.
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The contractor shall not be permitted to tender for works in the SRD, CWC, Coimbatore (responsible for award and execution of contracts) in which if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would result in barring him for quoting in all the future tenders floated by the Central Water Commission.
12. No Engineer of Gazetted rank or other Gazetted Officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his

employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

13. The tender for the execution of job shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any contractor withdraws his tender before the said period or issue of letter of acceptance, whichever is, earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
14. This Notice Inviting Tender shall form a part of the contract document. The successful contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting Tender, all the documents including general/special terms and conditions, forming the tender as issued at the time of invitation of bid submitted by the contractor and acceptance thereof together with any correspondence leading thereto.
 - b) Schedule of quantities with duly filled rates & signed by the contractor(s).

-sd-
R.Saravanan
Executive Engineer

Copy to:

1. The Superintending Engineer, C&SR Circle, CWC, Bangalore for information please.
2. The Sub Divisional Engineer, VSD, CWC, Madurai for information and wide publicity.
3. Accounts Branch, SRD, Coimbatore
4. Notice Board

-sd-
Executive Engineer

SCHEDULES**SCHEDULE 'A'** - Schedule of quantities (Enclosed at Annexure I to III)**SCHEDULE 'B'** -Not applicable**SCHEDULE 'C'** - Not applicable**SCHEDULE 'D'** - Not applicable**SCHEDULE 'E'** - Applicable**SCHEDULE 'F'** - Applicable**SCHEDULE 'E'** - **Reference to general conditions of contract**

Name of Work: – Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai.

Estimated cost of work: Rs.28,21,898/-

Earnest Money: Rs.56,438/-

Performance Guarantee 5% of tendered value

Officer Inviting Tender: Executive Engineer, Southern Rivers Division, CWC,
Sangamam, Peelamedu, Coimbatore-641004

Definitions:

Engineer-in-Charge: Executive Engineer, Southern Rivers Division, CWC, Coimbatore

Accepting Authority: Executive Engineer, Southern Rivers Division, CWC, Coimbatore

Percentage on cost of materials and labour to cover all overheads and profits. NA

Standard scheduled of rates : latest minimum wages rate as per Government of India

Department: Central Water Commission

Clause-1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 7 days
- ii) Maximum allowable extension beyond the period above (with a written request) 5 days

Clause 2 Authority for fixing Compensation under Clause-2	Superintending Engineer, C&SRC, Bengaluru
Clause 3 Authority for determination of Contract	Executive Engineer, Southern Rivers Division, CWC, Coimbatore
Clause 3A :	Applicable
Clause 11 :	Applicable
Clause 15 :	Applicable
Clause 16 : Competent Authority for deciding reduced rates.	Superintending Engineer, C&SRC, CWC ,Bengaluru
Clause 17 :	Applicable
Clause 19(A-L) :	Applicable
Clause 20 :	Applicable
Clause 23 :	Applicable
Clause 24 :	Applicable
Clause 25 :	Applicable
Clause 37 :	Applicable
Clause 38 :	Applicable
Clause 39 :	Applicable

Note: All other Clauses are not applicable

TERMS AND CONDITIONS OF THE CONTRACT

Introduction

Central Water Commission, under Ministry of Water Resources, Govt. of India, is an apex technical organization dealing with the water resources development of the country. Cauvery and Southern Rivers Organization under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. The work proposed is collection of Hydro-meteorological data from the Hydrological Observation sites under *Vaigai Sub Division, Southern Rivers Division, Madurai*

1. **Qualification Criteria of Bidder :**

This invitation to bid is open to any bidder meeting the following requirements :

- a) The Agency should have registration with Central or State Govt.
- b) The Agency should have registration for EPF ,ESI and GST .
- c) The Agency should have 2 years experience in the business of providing man power Assistance / Labour services
- d) The Agency should have valid Service tax Registration number and PAN number.
- e) An undertaking that the agency has not been blacklisted anywhere in past must be furnished.

The firm should upload documentary proof / evidence to substantiate the eligibility criteria given at a, b ,c , d & e above along with online bid. **Non-submission of these would result in summarily rejection of the Tender.**

2. **One Bid per Bidder :**

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified.

3 **Amendment of Bidding Document:**

At any time prior to the deadline for submission of bids, the Employer may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give prospective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

4. **Language of the Bid**

All documents relating to the bid shall be in the English language. However, the documentary proofs such as registration certificate etc. can be in English or local language.

5. **Bid Security /EMD**

The bidder shall furnish as part of its bid an EMD of Rs.56438/- (Rupees Fifty Six Thousand Four Hundred Thirty Eight Only) in the form of DD/Banker's Cheque of any scheduled bank. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws its bid during the period of bid validity specified in the terms and condition of the contract.

- ii) If a bidder does not accept the correction of errors, (i.e. if there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail)
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

Tenders not accompanied by EMD shall be liable for rejection. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

THE EARNEST MONEY WILL BE RETURNED WITHOUT ANY INTEREST TO THE UNSUCCESSFUL BIDDERS AFTER THE FINALIZATION OF THE ORDER WITH THE SUCCESSFUL BIDDER.

6. Security Deposit/Performance Guarantee

The successful bidder shall furnish an amount equivalent to 5% of the tendered value as Performance Guarantee in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts/Bank Guarantee of any scheduled bank in favour of **Executive Engineer, SRD, Central Water Commission** payable at **COIMBATORE** within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the Security Deposit/Performance Guarantee within the stipulated 12 days (7 (time allowed) + 5 (maximum extension on written request) of the communication accepting the bid, the EMD shall be forfeited to **Executive Engineer, SRD, Central Water Commission**

Further a sum @ **2.5%** of the gross amount of the bill shall be deducted from each running bill **as well as final bill** of the contractor as security deposit and the earnest money that is deposited at the time of tender, adjusted against the security deposit. Earnest money shall be adjusted first in the Security Deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. The security deposit will be released after completion of work and payment of the final bill.

7. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account during the contract period.
- d) The rates should be quoted for wages, % of PF, ESI, Service charges & GST etc separately. So that the employees of the firm should get benefit as per labour rule. Tenders received quoting rates less than the labour rates, % of PF, ESI, & GST etc. as fixed by the Government of India will be rejected. (**latest minimum wages rates issued by the Government of India should be enclosed**)
- e) Staff engaged by the Agency should not be paid less than the minimum wages as fixed by Government from time to time. All labourers /staff should be allowed weekly rest, national holidays as prescribed in labour rules. **Any statutory increase in wages / DA, taxes / PF / ESI will be considered by the department for modification.**
- f) The agency should ensure & furnish a certificate supported documentary proof while claiming the bill every month that they are paying at least minimum wages to the engaged person and also deposited the PF, ESI, Service tax etc to the concerned as fixed by the Government of India.

g) The rates shall be quoted in Indian Rupee only.

h) Service charges quoted less than 5% of SI No. (a) in the Price bid (Annexure I to II) shall be summarily rejected.

8. Bid Validity:

Bid shall remain valid for the period of 60 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. During the validity period, the successful bidder shall not be allowed to withdraw, in case of withdrawal the EMD shall be forfeited to **Executive Engineer, SRD, Central Water Commission** absolutely and no claims shall be admitted in this regard. Such bidder shall not be allowed to participate in the retender process.

9. Corrupt and fraudulent practices

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the employer;

(a) Defines for purpose of these provisions, the terms set forth below as follows:-

(i) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the contract execution, and

(ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.

b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

10. Clarification of Bidding Documents

To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

11. Examination of Bids and Determination of Responsiveness :

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

12. Award criteria

The employer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

13. Notification of Award.

The bidder whose bid has been accepted will be notified of the award by the employer prior to expiry of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.

14. Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru will be final and binding to the bidder.

15. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

16. Changes in Contractor's organization to be approved:

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. If prior approval from the employer is not obtained action may be taken against the contractor as per relevant rules in force.

17. The Details of work to be performed by the bidder

Description of the work is as under:

S.No.	Category of labour/Post	Qualification	Age	Description of the work
1.	Semi-skilled	8 th Standard Pass capable of swimming in rivers and physically fit.	21-50	Helping in hydro-meteorological observation works which include gauge and discharge observation, rainfall data and meteorological data, moving and positioning of boat, winch operations, all maintenance works, like, fixing of various equipment, installation, cleaning, painting, greasing, recording works, watch and ward of site office etc. as per requirement at gauge stations.

Note: The above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per instructions of the officer in charge.

19. The facilities and input to be provided by the employer:

The semi-skilled labours should handle the instruments/tools required for the data collection and the contractor will be responsible for the safety of the instruments while in use, excluding normal wear and tear. Any loss of the instrument/tools handled by the semi-skilled labours will be recovered from the Performance guarantee/ security deposit or running bills of the contractor. The cost of such lost/damaged items will be decided by SE, C&SRC, CWC, Bengaluru as per the practice followed in the department, and the decision of SE in fixing the cost of lost/damaged equipments/facilities is final and binding to the contractor.

20. Training

The bidder should follow the well established procedure followed by CWC in river gauging. To acquaint with the procedure followed by CWC in river gauging, demonstration regarding the work of the site will be arranged by CWC at the site to the staff deployed by the bidder. The deployed staff of the contractor need to have the capacity to understand the procedure and method of collection Hydro-meteorological data of the site.

The employees appointed should follow the safety and security instructions and use safety devices while carrying out the duties and discharging the responsibilities.

21. Payment Terms:

The payment will be released to the agency by the Executive Engineer every Calendar month within 10 days after obtaining the Bill in triplicate. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned Engineer in Charge. TDS as applicable will be deducted from every bill. Income tax @ 2% of

bill amount and educational cess as applicable on income tax shall be deducted from the bill amount as per prevailing Government of India rules and regulations. **Payment of GST shall be on reimbursement basis on production of proof of payment.**

22. Labour Laws to be Complied:

The contractor shall comply with the provisions of the relevant central and state labour laws.

23. Display of notice regarding wages etc.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving *the minimum* rates of wages fixed *under Minimum Wages Act*, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information..

24. Payment of wages

- i) The contractor shall make payments to the labourer before 7th of the succeeding month preferably in the presence of Engineer in Charge or his representative. If the contractor is having any difficulty in making payment in the presence of Engineer in Charge or his representative, then the contractor should produce documentary proof showing that the payments due to the labours, *including details of deposit made against ESI, EPF etc.* and is paid before 7th of the succeeding month. In case the contractor fails to pay by 7th of the succeeding month to the labours, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the labours deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the labours as per the contract agreement till such time the department wishes to continue the work.
- ii) The details of the person to be deployed in Central Water Commission such as ESI, EPF, Reg/ID No. etc should be furnished to this office within one month of the deployment.
- ii) Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

25. Removal of Contractor's Employee:

The Employer may require the contractor to dismiss or remove labours employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the labours can be terminated by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a labour the contractor should provide substitute within 5 days.

26. Termination of Contract:

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, the Executive Engineer on behalf of the President of India shall have the option of terminating the contract without compensation to the Contractor.

27. Contract Period

The contract is for a period of seven months. However, if the Department desires the contract can be extended further for a period of six months for the deployment of semi skilled labour for Non monsoon periods at the same terms and conditions and quoted rates. Provided the condition that the wages are not less than the minimum wages of that extended period.

28. Working hours

The hydro-meteorological data collection at site will start at 08.00 a.m. Chart showing the duty hours of labour from 08.00 a.m. to 08.00 a.m of succeeding day will be displayed on notice board and labours have to attend the duty as per the duty chart. The working hours in a day is fixed as 8 hours with a normal break and a day off per week.

In the event of outstation work on tour on those days either over time allowance for extra hours i.e more than 9 hour duty performed by him or the reimbursement of amount incurred by the workers towards ticket, food & stay in lodge will be paid on production of the bill through the agency. The reimbursement will be restricted as per admissibility of department staff with pay band Level 1.

29. Requirement of additional labour:

The labour deployed is to carry out the work of the sites under VSD, Madurai. The department may require the service of more semi skilled labour for carrying out similar works in other parts of the state of Tamil Nadu. In that case, if the contractor is willing to provide such additional semi skilled labour to carry out similar work in other parts of Tamil Nadu then such additional labour provided by the contractor will also be governed by all the terms and conditions of the contract. In such case additional performance security (5% of contract value) should be deposited with the department.

30. Other terms and conditions:

1. The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. The Agency will be responsible for the payment of compensation.
2. The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) ct, 1970, contract Labour (Regulation and Abolition) Central Rules 1971 and child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account.
3. The Contract entered into shall be a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
4. In case it is noticed by the Executive Engineer or his representative that the work carried out by the Agency is not up to the mark / required standard, 2 days written notice will be given to the Agency, warning the inefficient state of work and asking Agency to improve upon the performance of work with in this period. In the event of the department finding that there is no improvement and the work is not being carried out as per instructions, the contract shall be terminated by giving 24 hours notice.
5. The person/persons deputed for the services by agency should attain age of 21 years at the time of contract & should not be more than 50 years & persons should be physically fit. They should submit age proof certificate at the time of joining duty, if asked.
6. In the event of any person/persons of the agency being on leave/absent, the agency shall ensure suitable alternative arrangements to make up for such absence.
7. If any person/persons of the agency while on duty found in condition of drunken state or misbehaving with staff & officers of the individual offices, they will be declared unfit for duty and agency should replace them immediately at the absolute discretion of authority.
8. The persons deployed by the agency should work under the control of the undersigned or by the office authorized representative.

- 9. Total of the Price Schedules in Annexure I and II shall be taken into account for the comparative study.**
10. The authority reserves rights to terminate the service of any deployed person without stating any reason at any time or ask for the replacement.
11. The Agency should submit the proof of making payment like wages, ESI, EPF etc to the Personnel deployed on the duty to the undersigned while submitting claim for subsequent month's bill. (i.e bill for the month of **Sep-2019** be supported with documents of deposit made by the contractor against ESI, EPF and also a receipt giving details of wages received by the Labour for the month of **August-2019**). If the contractor fails to make such documents, the Department may take action to make direct payments to the Labour till such time the contractor produce the documentary proof for making wages, ESI, EPF etc due for the Labour. In case the contractor fails to make such document for more than 3 months, then the Department may cancel the contract and the Performance guarantee/ security deposit available with the Department will be forfeited
12. The undersigned reserves the right to accept/reject all or any of the tender without assigning any reasons
13. The successful bidder should submit bio-data of the peoples deployed along with a photograph within 15 days of start of work. The bio-data should contain name, fathers name, age, temporary and permanent address etc of the Labour.
14. The Chief Engineer, C&SRO, CWC, Coimbatore may consider relaxation of any of the terms and condition of the contract if required.
15. The performance guarantee/Security Deposit will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency
- 16. The nos. of persons to be deployed may vary depending upon the actual requirements at the time of issue of work order.**

PRICE SCHEDULE

Annexure-I

Price Schedule of work for Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai

All sites fall under the Region/Area C (Addresses of sites are in Annexure -III)

Sl. No.	Description works	No of persons Required	Rate per person per Month (in Rs.)	Rate for 16persons per Month (in Rs.)	Total Amount for 16 persons for 7 Months (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
	Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai	16 Nos.			
a)	Wages per month (Basic + DA)				
b)	EPF@13.00% for wages as in "a" or 15000/- whichever is less				
c)	ESI @ 3.25% of (Basic + DA)				
	Sub Total				
d)	Service charges and other benefits/charges				
	Total				
e)	GST as applicable at prevailing rates				
	Grand Total (in Rs.)				

NOTE: 1) Filling up of the rate by the agency for the items (a) to (e) in the Price schedule is Mandatory/Compulsory. If any item left blank, the bid shall be treated as unresponsive and will not be considered
2) The rate quoted by the agency for the item (a) shall not be less than the minimum wages notified by the office of Chief labour Commissioner(c),New Delhi vide Order No.1/8(3)/2019-LS-II dated 27/03/2019 for the category of Semi skilled labour for Area C

We agree to carry out the work "Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai." as per NIT No.12/SRD/CWC/2019-20 for a total contract price of Rs.....
Amount in figures) (Rupees..... (in words)

Date:

**Signature of Agency
Name of the Authorized Signatory**

PRICE SCHEDULE

Annexure-II

Price Schedule of work for Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai

Sub Division Office fall under the Region/Area B (Address of Office is in Annexure -III)

Sl. No.	Description works	No of persons Required	Rate per person per Month (in Rs.)	Rate for 06 persons per Month (in Rs.)	Total Amount for 06 persons for 7 Months (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
	Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai	6 Nos.			
a)	Wages per month (Basic + DA)				
b)	EPF@13.00% for wages as in "a" or 15000/- whichever is less				
c)	ESI @ 3.25% of (Basic + DA)				
	Sub Total				
d)	Service charges and other benefits/charges				
	Total				
e)	GST as applicable at prevailing rates				
	Grand Total (in Rs.)				

NOTE: 1) Filling up of the rate by the agency for the items (a) to (e) in the Price schedule is Mandatory/Compulsory. If any item left blank, the bid shall be treated as unresponsive and will not be considered
2) The rate quoted by the agency for the item (a) shall not be less than the minimum wages notified by the office of Chief labour Commissioner(c), New Delhi vide Order No.1/8(3)/2019-LS-II dated 27/03/2019 for the category of Semi skilled labour for Area B

We agree to carry out the work "Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai.". as per NIT No.12/SRD/CWC/2019-20 for a total contract price of Rs. Amount in figures) (Rupees..... (in words)

Date:

Signature of Agency
Name of the Authorized Signatory

Annexure – III

Address of the Sites/office for which the man power required

SI No	Name of Office/Gauging sites	No. of Semi Skilled Required	Addresses of the Office/Sites
1.	Vaigai Sub Division-Madurai	Semi Skilled-6 Nos. (Area B)	O/o Sub Divisional Engineer, Central Water Commission, Vaigai Sub Division, Anaiyur, Madurai-625017
2.	Site Theni	Semi Skilled-3 Nos. (Area C)	CENTRAL WATER COMMISSION Site No 23N, Aranmanaipudur, Theni(P.O) Theni – District PIN- 625 531
3.	Site, Murappanadu	Semi Skilled-5 Nos. (Area C)	CENTRAL WATER COMMISSION Murappanadu Post, Vallanadu Via. Tirunelveli District, PIN- 627 201
4.	Site, A.P.Puram	Semi Skilled-2 Nos. (Area C)	CENTRAL WATER COMMISSION Site No. 28(A) N, A.P.Puram(P.O), Ukkirankotai Via, Tirunelveli – District, PIN-. 627 202.
5.	Site Paramakudi	Semi Skilled-2 Nos. (Area C)	CENTRAL WATER COMMISSION Site No. 33, Kattu Parmakudi Near Agri, Seed Farm, Paramakudi, District Ramanadhapuram, PIN- 623 707.
6.	Site- Ambasamudram	Semi Skilled-2 Nos. (Area C)	CENTRAL WATER COMMISSION Ambasamudram Village, Govinda Nagaram (P.O), Theni – District PIN- 625 517
7.	Site Irrukkankudi	Semi Skilled-2 Nos. (Area C)	CENTRAL WATER COMMISSION G&D Site Irrukkankudi, Nenmeni Village (P.O), Sattur Taluk, Virudhunagar – District, PIN - 626 202.

The bidder can visit any site office indicated above to acquaint themselves with the functions of sites in Hydrological data collection with prior approval of the Executive Engineer, SRD, Coimbatore.

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer, Southern Rivers Division, Central Water Commission, Gandhimaanagar, Sangamam Peelmedu, Coimbatore-641004
2	Mode of submission of tender	Offline
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, Southern Rivers Division, Central Water Commission, Gandhimaanagar, Sangamam Peelmedu, Coimbatore-641004
4	Job requirement	Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 12/07/2019 to 27/07/2019 up to 10.00 hrs from www.cwc.gov.in .
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope before last date and time of submission of bid. The cost of tender document can be submitted by means of Demand Draft / Banker's Cheque drawn on any Scheduled Bank in favour of Executive Engineer, Southern Rivers Division payable at Coimbatore
9	Last date & Time for submission of Bids	27/07/2019 (14.00 hrs)
10	Earnest Money Deposit amount payable	Rs.56,438/-
11	Date, time and place of Public tender Opening Event	Public opening of Bid shall commence at 15.00 hours on 27/07/2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in SRD, CWC, Coimbatore-641004
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work

CONTRACT/AGREEMENT FORM

This Contract made in the _____ day of _____
 between the President of India acting through **The Executive Engineer, Southern Rivers Division, Central water commission, Coimbatore, Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India** (hereinafter called "the Employer ") and
M/s..... (herein after called "the Contractor "of the other party)

WHEREAS the Employer is desirous that the Contractor executes the work of **Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under Vaigai Sub-Division, Central water Commission, Madurai** (hereinafter called "the Works") in response to **NIT No.12/SRD/CWC/2019-20** and the Employer has accepted the Bid by the Contractor for the above said work **at a contract price of Rs.....**

I/We have read and examined the Notice Inviting Tender, schedule 'A' to 'F' , specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract and rules referred to in the conditions of contract and all other contents in the tender document for the work

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person to whom I/We may authorize to communicate the same or use the information in any manner Prejudicial to the safety of the state.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing 22 numbers of semi skilled labour in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration for providing 22 numbers of semi skilled labour, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a) Notice of Invitation to Bids
 - b) Terms and condition of the contract
 - c) Letter of Acceptance
 - d) Issue of notice to proceed with works
 - e) Agreement form
 - f) Schedule of work.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and year first before written.

Binding signature of Employer Signed by _____
 (For and on behalf of the President of India)

Binding signature of Contractor Signed by _____
 (For and on behalf of _____ duly authorized vide Resolution
 No _____ dated _____ of the Board of Directors of _____)

In the presence of
 (Witnesses)

(1)

(2)