



भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission

जल विज्ञानीय प्रेक्षण परिमंडल

Hydrological Observation Circle

मकान संख्या-285, सेक्टर-1, वैशाली, गाजियाबाद-201010

House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

NO: HOC-N/e-NIT/HOC)/7/2019-20/2316-19,

Dated:- 16.10.2019

ई-निविदा दस्तावेज e-Tender Document
For

**PROVIDING SERVICES OF 2 LAB ASSISTANTS FOR A
PERIOD OF 5 MONTHS ON CONTRACTUAL BASIS FOR
NATIONAL RIVER WATER QUALITY LABORATORY,
KALINDI BHAWAN, NEW DELHI 110 016.**

कार्य की अनुमानित लागत (Estimated Cost) -	Rs 2,05,013.00
धरोहर राशि (Earnest Money) -	Rs. 4,100 .00
ई-निविदा की लागत (Cost of e-Tender) -	Rs. 500.00
ई-निविदा खुलने की तिथि (Date of Opening e-Tender) -	31.10.2019

“अक्टूबर 2019”

Certified that this tender document contains 1 to 22 pages only.

**-sd-
अधीक्षण अभियन्ता,
नोएडा**

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जल का संरक्षण कीजिए

भारत सरकार
Government of India
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Central Water Commission
जल विज्ञानीय प्रेक्षण परिमंडल
Hydrological Observation Circle

Tel. 0120-4571224

Fax. 0120-4574224

मकान संख्या-285, सैक्टर-1, वैशाली, गाजियाबाद-201010

House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

ई-निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, 285, सैक्टर-1, वैशाली, गाजियाबाद द्वारा निम्नलिखित कार्य हेतु सक्षम व पंजीकृत टेकेदारों से, जो संलग्न अर्हक मानदण्ड (Eligibility Criteria) के अनुसार उपरोक्त कार्य का पर्याप्त अनुभव रखते हैं, मद दर (Item Rate) मोहरबंद निविदाएं आमंत्रित की जाती है :-

कार्य का नाम : "PROVIDING SERVICES OF 2 LAB ASSISTANTS FOR A PERIOD OF 5 MONTHS ON CONTRACTUAL BASIS FOR NATIONAL RIVER WATER QUALITY LABORATORY, KALINDI BHAWAN, NEW DELHI 110 016."

- | | |
|--|----------------------------|
| 1. कार्य की अनुमानित लागत | : ₹.2,05,013/- |
| 2. धरोहर राशि | : ₹.4100/- |
| 3. ई-टेण्डर फार्म डाउनलोड करने की अंतिम तिथि | : 31.10.2019 (11:00 hours) |
| 4. ई-टेण्डर फार्म जमा करने की अंतिम तिथि | : 31.10.2019 (11:30 hours) |
| 5. ई-टेण्डर खुलने की तिथि | : 01.11.2019 (12:00 hours) |
| 6. टेण्डर की लागत | : ₹.500/- |

अधिक जानकारी के लिए CPP Portal web site www.eprocure.gov.in and www.cwc.nic.in पर 18-10-2019 से 31-10-2019 upto 11.00 hrs तक देखें.

निविदा के साथ रजिस्ट्रेशन, कार्य अनुभव, पैन (PAN) कार्ड आदि की सत्यापित प्रतिलिपियां (as per eligibility criteria) आदि निविदा के साथ प्रस्तुत करनी होंगी अन्यथा निविदा निरस्त समझी जायेगी।

-sd-
अधीक्षण अभियंता

जल ही जीवन है



जल बचत - जल संयय

जल का संरक्षण कीजिए

भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission
जल विज्ञानीय प्रेक्षण परिमंडल
Hydrological Observation Circle

Tel. 0120-4571224
Fax. 0120-4574224

मकान संख्या-285, सेक्टर-1, वैशाली, गाजियाबाद-201010
House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

NOTICE INVITING e-TENDER

Item rate sealed tenders are hereby invited by the Superintending Engineer, Hydrological Observation Circle, Central Water Commission, 285, Sector-1, Vaishali, Ghaziabad (UP) on behalf of the President of India through CPP PORTAL from reputed / eligible registered agencies for "Providing Services Of 2 Lab Assistants For A Period Of 5 Months On Contractual Basis For National River Water Quality Laboratory, Kalindi Bhawan, New Delhi 110 016."

Estimated Cost	:	Rs. 2,05,013.00
Earnest Money	:	Rs. 4,100.00
Last Date for Download of e-Tender	:	31.10.2019 (11:00 hours)
Last Date & time of online submission of e-Tender:	:	31.10.2019 (11:30 hours)
Date & time of Opening of e-Tender	:	01.11.2019 (12:00 hours)
Cost of Tender document	:	Rs.500/-

E-tender will be available on CPP Portal URL www.eprocure.gov.in and www.cwc.nic.in. from 18-10-2019 to 31-10-2019 upto 11.00 hrs.

The attested copies of TIN/TAN, PAN card and documents in support of fulfilling the eligibility criteria shall be attached with bids, otherwise the bids shall be treated as cancelled.

-sd-
Superintending Engineer
HOC, Noida

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GENERAL INSTRUCTION TO BIDDERS

- 1.0 Bids shall be submitted online at Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online. Tender document will be available **for download through** www.cwc.nic.in & www.eprocure.gov.in
- 2.0 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 3.0 Tenderer who has downloaded the tender from the CWC shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 4.0 Intending tenderers are advised to visit CWC website www.cwc.gov.in at least 3 days prior to closing date of submission of tender for any corrigendum / amendment.
- 5.0 Applicant contractor must provide **demand draft for Rs 500/-** (Rupees Five hundred only) in favour of **Executive Engineer, Upper Yamuna Division, New Delhi** obtained from any Nationalized/scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the **cost of tender** documents is liable to be rejected.
- 6.0 Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

7.0 SUBMISSION OF DOCUMENTS

- i) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN No and Tender Acceptance Letter .
 - ii) Signed and Scanned copy of previous two years Income-tax / latest VAT Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or Public Ltd. Company registered certificate.
 - iii) Signed and Scanned copy of audited Balance sheet of last two years.
 - iv) Signed and scanned true copy of Partnership deed as per the tender document.
 - v) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
- 7.1 The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:
- i) Signed and scanned price schedule as per tender document.
- 7.2 The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.
The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:-
- i) Earnest Money Deposit in original.
 - ii) Demand Draft towards tender document cost in original.
 - iii) Pass phrase in a sealed envelope.

ELIGIBILITY CONDITIONS FOR THE TENDERERS

- 1.0 The contractor should be registered with EPF and ESI and have a valid certificate of EPF and ESI department.
- 2.0 They should have a Valid PAN No. (copy to be enclosed).
- 3.0 They should have a Valid Service Tax Registration No. and Valid Registration / license from Central or State Government in the same field.
- 4.0 The Firm should have a minimum experience of two years in the field of providing round the clock watch & ward services for Government / public Sector undertaking.
- 5.0 The firm should have successfully completed following works during last two years:-
 - (a) **Three similar works of individual value not less than Rs. 0.84 Lakh or**
 - (b) **Two works each costing not less than Rs. 1.23 Lakh or**
 - (c) **One work costing not less than Rs. 1.64 Lakh.**Also the firm should have average annual financial turnover during last two years should be more than Rs.2.00 Lakh. At least one work should have been executed for Government Departments/ Public Sector Undertaking (PSU). Similar work means “ Providing of services of Lab Assistants or technical staff on contractual basis
- 6.0 A performance report from the Government Department / Public under taking duly signed by the competent authority, of having successfully completed similar work mentioned at S.No. 5 above and / or satisfactory performances in works being handled.
- 7.0 An undertaking in the specified Performa that the contractor has not been blacklisted anywhere in past.
- 8.0 **Verification of Details:** Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
- 9.0 **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). Tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 10.0 **Period of Contract:** The duration of the Contract shall be for a period for 05 months from date of award which can be extended further by the mutual consent.
- 11.0 **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the work places 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 / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents.
- 12.0 **Acceptance of Tender:** Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) also

- reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
- 13.0 **Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.**
- 14.0 **Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.**
- 15.0 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.
- 16.0 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit **5% of agreement cost as performance guarantee** in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 15 days from the date of issue of letter of acceptance and signed contract agreement consisting of:-
- (a) The '**Notice Inviting Tender**', all the documents including '**General Conditions & Clauses of Contract**', '**Special Terms & Conditions**', '**Scope of Work & Specifications**' and '**Drawings**', if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
 - (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

Superintending Engineer,
HOC, CWC,
285, Sector-1, Vaishali, Ghaziabad (UP)
For & on behalf of President of India

GOVERNMENT OF INDIA
Central Water Commission

STATE: Central
CIRCLE: H.O. Circle Noida
DIVISION: Hydrological Observation Circle, CWC,

ITEM RATE TENDER AND CONTRACT FOR WORKS

Tender for the work of " **Providing services of 2 Lab Assistants for a period of 5 months on contractual basis for National River Water Quality Laboratory, Kalindi Bhawan, New Delhi 110 016.**".

The Tenders to be submitted by 11:30 Hrs. on 31.10.2019 (on line) to office of the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Tender Fees, Earnest Money, PAN No. and documentary evidence in support of his eligibility.

The tenders through CPP Portal CPP PORTAL will be opened at 12:00 Hrs. on 31.10.2019 in the presence of tenderers or their representatives who may wish to be present at their own cost in the office of the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP).

Issued to

(Contractor)

.....

Signature of officer issuing the documents

.....

Designation – Superintending Engineer

Date of issue

TENDER

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings, General Rules and Directions, Conditions of Contract, Clauses of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** within the time specified in schedule of quantities and in accordance with the specifications, drawings if any and instructions in writing referred to in general rules, special rules and terms and conditions of contract.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make the modifications in its rates, terms and conditions etc.

A sum of Rs. 4100.00 (Rupees four thousand one hundred only) is hereby forwarded in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of **Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi** as **Earnest Money**, if I/We, fail to commence the work specified; I/We agree that the said **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** or his successors in office shall without prejudice to any

other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of the percentage mentioned in schedule .

Further I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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 other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Department.

Date

Signature of Contractor
Postal Address

Witness

Address

Occupation

ACCEPTANCE

The above tender (as modified by you in the letters mentioned here under) is accepted by me for and on behalf of President of India for a sum of Rs. _____(Rupees -----
)

The letters referred to below shall form part of this contract agreement.

- 1.
- 2.
- 3.

For and on behalf of President of India

Signature
Designation

SCHEDULES

SCHEDULE `A`

Schedule of quantities (Enclosed)

SCHEDULE `B`

Schedule of materials to be issued to the contractor:-

S.NO.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

-----**NIL**-----

SCHEDULE `C`

Tools and plants to be hired to the contractor

Sl.No	Description	Hire charges per day	Place of Issue
1	2	3	4

-----**NIL**-----

SCHEDULE `D`

Extra schedule for specific requirements/documents for the work, if any N.A.

General Conditions ,Additional Conditions, Additional Specifications, etc. Enclosed.

SCHEDULE `E`

Reference to General Conditions of contract.

कार्य का नाम : “Providing services of 2 Lab Assistants for a period of 5 months on contractual basis for National River Water Quality Laboratory, Kalindi Bhawan, New Delhi 110 016.”

Estimated Cost of work: **Rs. 2,05,013/-**

(i) Earnest Money: **Rs. 4,100/-**

(i) **Performance Guarantee:** 5% of tendered value.

(ii) **Security Deposit:** 5% of tendered value.

SCHEDULE 'F'

General Rules & Directions:

Officer Inviting tender

Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).
See below

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

Definitions:

2 (v)	Engineer-in-charge	Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).
2 (viii)	Accepting Authority	Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).
2 (x)	Percentage on cost of material and labour to cover all overheads and profits	15% N.A.
2 (xi)	Standard Schedule of Rates	as per Ministry of Labour & Employment , Govt of India
2 (xii)	Department	Central Water Commission
9(ii)	Standard CPWD contract form	GCC-2010,CPWD Form7/8 modified & corrected

Clause 1:

(i)	Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance	15 Days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 Days

Clause 2:

Authority for fixing compensation under clause 2	:-	Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).
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Clause 2 A:

Whether Clause 2A shall be applicable	:-	Not Applicable
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Clause 5:

Number of days from the issue of letter of acceptance for reckoning date of start	:-	15 Days
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Mile stone(s) as per table given below:-

Not Applicable

Table of Mile Stone (s)

Sl. No	Description of Mile Stone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
N/A			

Time allowed for execution of work :- **05 Months**

Authority to decide: : **Superintending Engineer, HOC, CWC, Vaishali, Ghaziabad**

(i) Extension of time

(ii) Rescheduling of mile stones : **N/A**

(iii) Shifting of date of start in case of delay in handing over of site : **Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).**

Clause 6, 6A:

Clause applicable (6 or 6A) :- **6**

Clause 7:

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. :-

Clause 7A: :- **N/A**

Clause 10 A

List of testing equipment to be provided by the contractor at site lab.

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable : **No**

Clause 10 C

Component of labour expressed as percent of value of work : **No**

Clause 10 CA

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
N.A.			

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10 CC**N/ A**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column :-

Schedule of component of other materials, labour, P.O.L. for price escalation.

Component of Civil (except materials covered under clause 10 CA)/Electrical construction materials expressed as percent of total value of work. :- X
.....%

Component of Labour:- Y
expressed as percent of total value of work.%

Component of P.O.L:- Z
expressed as percent of total value of work.%

Clause 11:

Specifications to be followed for execution of work :- As per decision of Engineer of charge

Clause 12:**Type of Work**

:- Supply of skilled man power

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work :- NA

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work. :- NA

Clause 16:

Competent Authority for deciding reduced rates :- Superintending Engineer (HOC), CWC, Vaishali

Clause 18

List of mandatory, tools & plants to be deployed by the contractor at site. :- As required for execution of Work.

Clause 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Chief Engineer or Additional Director General if there is no Chief Engineer

Clause 36 (i) : Not Applicable

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Clause 42 : Not Applicable

- i) Schedule/statement for determining theoretical quantity of cement & bitumen :- Delhi Schedule of Rates 2018 With up to date correction slips
- ii) Variations permissible of theoretical quantities
- a) Cement
for works with estimated cost put to tender not more than Rs. 5 lakh :- 3% plus/minus.
For works with estimated cost put to tender more than Rs. 5 lakh :- 2% plus/minus.
- b) Bitumen for all works. :- 2.5% plus only & nil on minus side.
- c) Steel Reinforcement and structural steel sections for each diameter, section and category :- 2% plus/minus.
- d) All other materials :- Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No	Description Of item	Rates in figures and words at which recovery shall be made from the contractor Rates in schedule "B" Plus 10% in case of materials issued by department	
		Excess beyond permissible variation	Less use beyond The permissible variation
1.	Cement	N.A.	N.A.
2.	Steel reinforcement	N.A.	N.A.
3.	Structural Sections	N.A.	N.A.

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
2	Mode of submission of tender	Electronic Tenders are to be submitted on CPP PORTAL 's e-Tendering portal which can be accessed using URL www.eprocure.gov.in
3	Addressee and address at which documents are to be submitted in hard copy	Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
4	Issuance of the tender	Tender can be downloaded from 17.10.2019 to 31.10.2019 upto 11:30 hrs from CPP PORTAL with URL www.eprocure.gov.in or www.cwc.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from www.eprocure.gov.in
5	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope on or before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank in favour of Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi.
6	Last date & Time for submission of Bids online	31/10/2019 (11:30 hrs)
7	Earnest Money Deposit amount payable	Rs. 4,100/-
8	Date, time and address of Public Online tender Opening Event	01/11/2019 (12:00 Hrs) Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010. Interested bidder or their representative not more than 1 or 2 per bidder may be present at the above address.

SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

- A) The Agency/Contractor shall quote for the work **"Providing services of 2 Lab Assistants for a period of 5 months on contractual basis for National River Water Quality Laboratory, Kalindi Bhawan, New Delhi 110 016."**
- 1.2 The Lab Assistants supplied by the contractor must be at least B. Sc. In Chemistry (copy of pass certificate & marks sheet to be submitted), shall be physically and mentally fit to carry out the work assigned to him. They must have knowledge of software like Microsoft Word, Microsoft Excel & Power Point. The address of Lab Assistants supplied (alongwith address proof) & antecedents must be submitted to this office before start of the work.
- 1.3 The duration of this Contract shall be for a period of 5 months. The successful Tenderer shall be expected to provide the services during the specified contract period on Contract Basis (or extended period on mutual consent, if any) as described in the contract.

2. Penalty Clause:

- a) In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- b) If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of "Tenderer" and "Tenderer" shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.

3. Terms of payments:

- A) Any taxes and / or other Government levies as applicable or becoming applicable later due to under any law shall be deducted from the bill.
- B) The payment will be made through ECS / RTGS after satisfactory completion of work on quarterly basis and on production of valid proof of submission / deduction of ESI, EPF and Insurance etc..
- C) The agency / contractor shall provide a Bank / performance Guarantee in the prescribed Perform of 5% of tendered amount. The Bank / performance Guarantee submitted by the agency / contractor shall be valid upto six months beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills at the time of making payments.
- D) Payment will be made on the actual measurement basis only.
Following documents shall be enclosed with the bills:-
- i) Proof of payment of wages-
 - (a) Contractor shall submit ID proof, address proof and bank account details of deployed workers to CWC.
 - (b) Payment to the (engaged employees) should be made by the contractor through bank only. No cash payment will be allowed.
 - ii) Proof of EPF contribution made by the contractor along with valid ECR.
 - iii) ESI contribution made by the contribution along with valid ECR.
 - iv) Service Tax payment proofs.
- E) Service tax, EPF, ESI etc. shall be mentioned / quoted separately and specifically and shall be reimbursed by the department on production of valid paid Challan / Receipt of the Government agency.
- F) The estimated cost of work has been worked out by including all taxes like services tax etc., levies, EPF, ESI etc. The rates quoted by the tenderer shall be assumed to be inclusive of all taxes etc. if they are not specially mentioned in the Schedule of quantities.

- G) Payment will be made to the contractor as valid proof of payment.
- H) Bill should be prepared and submitted by the agency in two copies to the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP).

4. Withholding of Payment: The department shall have the right to with hold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the SE, HOC, CWC, Vaishali or his authorized representative on this aspect shall be final. No interest shall be allowed on payment with held, when released

5. Period of Agreement:

- A. The contract is for a period of 5 months from the date from which the work order is issued, however if the Department wishes, the contract can be extended or reduced for certain periods on mutually acceptable terms. The contract may be terminated at any time by the SE, HOC, CWC, Vaishali with one month notice. The HOC, CWC reserves rights to reduce the contract period without assigning any reasons. The number of outsourcing personnel to be employed may increase or decrease.
- B. **The department reserves the right to terminate the contract before the expiry of the contract period without assigning any reason.**

6. Jurisdiction

All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Delhi shall have jurisdiction in all matter arising out of or connected with the agreement.

7. Notice:

Any notice given by one party to other pursuant to this contract shall be sent to the other party in witting by registered post or fax confirmed in writing to the other party's address specified in this contract.

8. Subcontracts:

The agency / contractor shall notify the customer in writing of all subcontracts awarded under this contract and this shall not relieve any; liability or obligation under the contract to the agency / contractor.

9. Assignment:

The agency / contractor shall not assign, in whole or any part, its obligations to perform under this contract, to other contractor without prior written permission of the department.

10. Contractor's obligations:

The agency / contractor is obliged to work closely with the Department's staff, act within its own authority and abide by directives issued by the Engineer-in-charge for implementation of watch and ward activities.

The agency / contractor will abide by the job safety measures prevalent in India and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the agency / contractor's negligence. The agency / contractor will pay all indemnities arising from such incidents and will not hold the department responsible or obligated.

The agency / contractor are responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

- i) The contractor shall be solely responsible for all payments to its staff including statutory payments like EPF,ESI, payments under workmen's compensation act or any other act of the Government as applicable during the contract. The department shall not be responsible for any payment to the staff of the contractor under any circumstances.

- ii) The Contractor shall pay not less than minimum wage as per the minimum wages act, 1948 as applicable in the concerned states from time to time to the manpower engaged by him on the work.
- iii) In respect of all manpower directly or indirectly employed in the works for the performance of this contract, the contractor shall comply with or cause to be complied with the CPWD contractor's labour regulations made by the Government from time to time regarding payment of wages / wage period, deduction from wages, recovery of wages not paid, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of like nature.
- iv) Under the provision of the minimum wages act, 1948 and the minimum wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the security work directly or indirectly employed in the works one day rest of six days continuous work and pay wages at the same rates as for duty.
- v) Vis-à-vis the Central Government the contractors shall be primarily liable for all payments to be made, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub contractors. The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.
- vi) The Contractor shall deploy the person for the aforesaid work should be less than 50 years old.

11. Observance of Employees State Insurance Act 1948 and PF Act 1952:

The Contractor shall observe all the provisions of Employees State Insurance Act, 1948 and the Employees Provident Fund Act, 1952 duly amended from time to time where ever applicable and shall pay the contribution / Subscription in accordance with the said act in respect of the employees with the said company engaged by it for Watch & Ward work.

12. Responsibility for compliance with the provision of Employment of Children Act:

The Contractor(s) shall at all times duly observe the provisions of employment of Children Act XXVI of 1938 and any reenactment or modification of the same and shall not employ or permit any person to do any work for the purpose or under the provisions of this agreement in contravention of the provisions of the said Act.

The Contractor(s) hereby agree(s) to indemnify the Department office from and against all claims penalties which by reason of any default on the part of the contractor(s) in the observance and performance of the provisions of Employment of Children Act XXVI of 1938, or any reenactment or modification of the same.

- 13. The agency / contractor shall be responsible for Deploying Lab Assistants by the contractor must be at least B.Sc. (Chemistry) with computer knowledge respectively and validate their addresses & antecedents before start of the job.
- 14. The agency / contractor shall provide the under taking to this office that the Police verification has been done of all deployed at site.
- 15. The copy of Bio-data, appointment letter and Identity card of the Staff deputed on duty after due verifications are to be provided by the agency / contractor to this office for check and record.
- 16. The agency / contractor shall be fully responsible for the good character, conduct and behaviors of the staff deployed by him.
- 17. All aspects of verification (Police verification, address verification, document verification) concerning to the deployed staff shall be the sole responsibility of the Agency / contractor and no compensation shall be claimed for the same.

18. COMMENCEMENT & COMPLETION OF SERVICE

The duration of the Contract shall be for a period for 5 months from date of award which can be extended further by the mutual consent.

20. QUALITY OF SERVICE

- (i) It will be the responsibility of the contractor to maintain the high standard of services.
- (ii) In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge.
- (iii) Any manpower not found suitable to this office shall have to be changed by the Agency/Contractor within 3 days from the date of intimation to the agency for change of manpower.
- (iv) The contractor will abide by the job safety measures prevalent in India and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the contractor's negligence. The contractor will pay all indemnities arising from such incidents and will not the department responsible or obligated.

21. PENALTY OF SERVICES

- (i) In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- (ii) If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of "Tenderer" and "Tenderer" shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- (iii) In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department would be entitled to be compensated as the case may be. Before deciding quantum of compensation the department may give notice to agency. The decision of CWC as regards the quantum of compensation will be final.

22. TERMS OF PAYMENTS

- (i) No mobilization advance or secured advance will be paid.
- (ii) Bill should be prepared and submitted by the agency in two copies to the HOC, CWC, Vaisahli.
- (iii) Following documents shall be enclosed with the running bills:-
 - 1. Proof of payment of wages to deployed staff.
 - 2. Proof of EPF contribution made by the contractor along with valid ECR.
 - 3. ESI contribution made by the contribution along with valid ECR.
 - 4. Service Tax payment proofs.
 - 5. Bank mandate form
- (iv) Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.
- (v) The payment will be made by account through ECS/RTGS only after completion of work on monthly basis for which the Agency shall be raising bills in duplicate in favour of Superintending Engineer, HOC, CWC, Vaishali.
- (vi) The "Tenderer" shall provide a Bank/Performance Guarantee in the prescribed Performance of 5% of tendered amount. The Bank/Performance Guarantee submitted by the "Tenderer" shall be valid up to 6 month beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills including adjustment of Earnest money as security deposit at the time of making the payments.
- (vii) For the purpose of this tender document "Tenderer", "Agency" and "Contractor" are synonymous.
- (viii) The department shall have the right to withhold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the **SE, HOC** or his authorized representative on this aspect shall be final. No interest shall be allowed on payment withheld, when released.

23. AGENCY'S OBLIGATION

- (i) The Department shall not in any manner be responsible for any act, negligence, default; omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Department. However, if any such claim is made against the Department, the agency shall indemnify reimburse the Department against all the money paid and expenses incurred by the employer.
 - (ii) The "Tenderer" shall, in case any of its personnel is negligent in performing his duty resulting in inconvenience and/or loss to the property of the department, be liable to compensate the Department for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the competent authority of CWC. The decision of competent authority of CWC shall be final and binding on the Contractor.
- 24.** No other charges, wages, dues, allowances and compensation whatsoever to staff, employees or other persons to be deployed by the Agency for the services rendered or to be rendered by the contractor, over and above the amount quoted by the contractor will be paid to the contractor.

TECHNICAL INFORMATION AND FINANCIAL BID

Name of Work: “Providing services of 2 Lab Assistants for a period of 5 months on contractual basis for National River Water Quality Laboratory, Kalindi Bhawan, New Delhi 110 016.” .

1	Name of Tendering Company/ Firm/ Agency:	
2	Full Address of Reg. Office :	
3	Telephone No.	
4	FAX No.	
5	E-Mail Address :	
6	PAN / TIN No. (Attach attested copy)	
7	Service Tax Registration No. (Attach attested copy)	
8	Self attested Copy of Government or semi Government organization to which same services have been provided during last three years with period of contract may be enclosed.	
9	Agency Bank Account number and Branch name with Branch Code	
10	Amount of Earnest Money	
11	D.D. / P.O. No. & Date	
12	Drawn on Bank	
13	Amount of Tender Fee	
14	D.D. / P.O. No. & Date:	
15	Drawn on Bank	

Place:

Signature of authorized person:

Date:

Name of authorized person:
Seal of Agency/Firm:

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Schedule of Quantity

Name of work :- "Providing services of 2 Lab Assistants for a period of 5 months on contractual basis for National River Water Quality Laboratory, Kalindi Bhawan, New Delhi 110 016."

GST Shall be paid extra at prevailing rates.

S. N.	Description of items	Qty.	Unit	Rates per month	Total Amount	Remarks
1.	Providing services of Lab Assistants on contractual basis for National River Water Quality Lab, Kalindi Bhawan, New Delhi. for the Year 2019-20. MINIMUM Qualification Shall Be B.Sc. (Chemistry)	2	Nos			As per the current minimum wages prescribed by Govt. Of India.
	Total-A					
	Service Charges(B)					
	Grand Total (S.No.A+B)					
	Rupees					
*EPF, ESI & Service Tax amount as applicable will be reimbursed by the department only after the submission of original paid challan/ receipt in the office.						
*EPF & ESI shall be paid (as applicable) on current minimum wages, 2017 of the employees employed in Watch and Ward (without arms)as per Ministry of Labour & Employment , Govt of India, New Delhi						

Issuing Authority

Contractor

Superintending Engineer
HOC, CWC, Vaishali, Ghaziabad

Signature of

Seal
Address

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जल बचत - जल संचय

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