



सत्यमेव जयते

TENDER DOCUMENT

FOR

**HIRING OF MANPOWER FOR DAMODAR VALLEY
RESERVOIRS REGULATION COMMITTEE(DVRRC)**

केन्द्रीय जल आयोग

Central Water Commission

दामोदर घाटी जलाशय नियंत्रण समिति

**Damodar Valley Reservoir Regulation
Committee**

मैथन, धनबाद

Maithon, Dhanbad

NIT NO : MD/HOC/NIT/2019/03

DATE 14.03.2019

केन्द्रीय जल आयोग
Central Water Commission
दामोदर घाटी जलाशय नियंत्रण समिति
Damodar Valley Reservoir Regulation
Committee
मैथन, धनबाद
Maithon, Dhanbad

This Tender document contains 37 pages.

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing authority :





सत्यमेव जयते

Name of Work: Hiring of Manpower for DVRRC

TENDER NO: MD/HOC/NIT/2019/03

Date:

OFFICER INVITING TENDER	Member Secretary/Superintending Engineer, DVRRC, Central Water Commission , P.O. Maithon, Dist. Dhanbad EMAIL ID: sehocmaithon-cwc@nic.in TEL NO.: 06540-274263
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	14.03.2019 at 15:00 hrs
TENDER FORM AVAILABLE ONLINE FROM	14.03.2019
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	27.03.2019 at 17:00 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	28.03.2019 at 15:00 hrs
DATE AND TIME OF OPENING OF BIDS	28.03.2019 after 15:30 hrs
PLACE OF OPENING OF BIDS	HOC, CWC, Maithon
PRICE OF TENDER DOCUMENT:	Rs. 500/-



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Government of India
Central Water Commission
Damodar Valley Reservoir Regulation Committee.
Maithon

NOTICE INVITING e-TENDER

The Member Secretary, Damodar Valley Reservoir Regulation Committee / Superintending Engineer (SE), Central Water Commission, Maithon, Jharkhand invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bid from a experienced and eligible Agencies for the work "Hiring of Manpower for DVRRC Maithon".

- | | |
|-----------------------------|--|
| 1. Name of work: | Hiring of Manpower for DVRRC Maithon |
| 2. Earnest Money | <input type="checkbox"/> 10800/- (Ten Thousand Eight hundred) only |
| 3. Performance Guarantee: | 5 % of tendered value. |
| 4. Cost of Tender Document: | Rs 500/- |

2. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT/ONLINE	14.03.2019 at 15:00 hrs
TENDER FORM AVAILABLE ONLINE FROM	14.03.2019
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	27.03.2019 at 17:00 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	28.03.2019 at 15:00 hrs
PLACE OF OPENING OF BIDS	28.03.2019 after 15:30 hrs
PLACE OF OPENING OF BIDS	HOC, CWC, Maithon
PRICE OF TENDER DOCUMENT:	Rs. 500/-

3. Tender can be downloaded from website www.tcil-electronictender.com, www.eprocure.gov.in and www.cwc.nic.in from 14.03.2019 to 28.03.2019 But tender will be opened only after following payment is made :-

- (i) Rs. 500/- in cash as cost of tender or through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer Damodar Division, CWC, Asansol, W.B. payable at Asansol
- (ii) 10800/- only as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft

(Refundable) drawn on any schedule bank in favour of the Executive Engineer Damodar Division, CWC, Asansol, W.B. payable at Asansol.

- (iii) The cost of tender and Earnest Money Deposit (EMD) has to be submitted after last date and time of submission of tender and before due date and time of opening of tender (i.e. in between 14.03.2019 at 15:00 hrs. to 28.03.2019 at 15:30 hrs).
4. The tender forms complete in all respects should be submitted online only by 15:00 hrs on 28.03.2019 Offline submission of tender is not permitted.
 5. The Technical bid & Financial bid of the tender will be opened online at 28.03.2019 after 15:30 hrs in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office.
 6. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com>. or www.cwc.gov.in or www.eprocure.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
 7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL www.tcil-electronictender.com.
 8. The Invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below:

Chapter- 1: Instruction to bidders

Chapter -2: Activities schedule and other requirements

Chapter -3: Condition of Contract

Chapter -4: Schedule of Requirement

Chapter -5: Technical & Financial Bid

Chapter-6: Contract Form

Chapter -7: Other Standard Form

Member Secretary / Superintending Engineer
Damodar Valley Reservoir Regulation Committee,
Central Water Commission,
Maithon.

Chapter 1. Instructions to Bidders

1. General

- (i) Before submitting the tender it is presumed that the tenderer has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission.

The general instructions are as given below:-

- (i) No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- (ii) The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- (iii) Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- (iv) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- (v) Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- (vi) At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- (vii) The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- (viii) The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- (ix) It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender. Tenderer should visit the different sites before submission of bid.
- (x) No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xii) The words 'Tenderer' and 'Agency' has been used interchangeably.
- (xiii) Bid shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Agency are advised to follow the instructions provided in the 'Instructions to the Agency/Tenderer for the e-submission of the bid online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in.

- (xiv) Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- (xv) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- (xvi) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
- the tender form and Financial bid submitted by the tenderer online;
 - Tender document
 - Amendment to the tender document;
 - Post tender opening Correspondences both online and offline; and
 - Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

- (i) The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
- Signed and scanned copy of PAN and Tender Acceptance Letter (Form 3 chapter 7).
 - Signed and scanned copy of previous three Financial Years (2015-16, 2016-17&2018-19) Income-tax filed copy/ GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
 - Signed and scanned copy of audited Balance sheet of last three years.
 - Any other document in support of the Bid.
- (ii) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of SE, Hydrological Observation Circle, Central Water Commission, Maithon, Jharkhand:
- Cost of the tender amounting to Rs. 500/-
 - 10800/- (Ten Thousand Eight hundred) only
 - Pass-phrase for opening of Technical and Financial Bid. Passphrase shall be supplied in one sealed envelope containing pass-phrase for technical & financial bids and marked as "pass-phrases for tender of Tender for Hiring of manpower for DVRRC.
 - Agency should provide cost analysis.

3. Qualification/Eligibility Criteria for the Tenderers:

- The Agency should be registered in India with permanent office in India.
- The bidder should have GST No./PAN/AADHAR No.
- Joint Ventures (JV) shall submit its full details;



- v). The Agency should not have been blacklisted by any authority, should be furnished;
- vi). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract.
- vii). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).
- viii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- ix). Average Annual financial turnover of related services during the last two years, ending 31st March of the previous financial year, should be at least Rs. 3 lakhs
- x). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).

Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/registrations:
- a) GST No.;
- b) PAN number;
- ii). The tenderer should be successfully Completion Certificate for similar works during the last three years.
- iii). Copies of work orders and experience in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- iv). Audited financial statements for the last three years (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- v). Bank Account details;
- vi). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- vii). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price, if any.



4. Restrictions regarding Personnel Deployed:

The Agency shall ensure that a valid identity proof of personnel deployed is submitted to CWC (such as Passport/PAN Card/AADHAR Card/Election Card/Ration Card/Driving License etc).

5. Workmen Safety and Insurance:

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed for providing manpower at DVRRRC. The Agency shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.

6. Filling up the Technical and Financial Bid by the Bidders:

The Bidder should fill Technical and Financial bids both as described in Chapter 5. In the financial bids as per activity schedule described in chapter 2. GST or any other taxes should be shown separately in the financial bid.

7. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, Damodar Division, Central Water Commission, Asansol payable at Asansol or in the form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD shall be forfeited if:

- a. If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. in case of a successful tenderer, if the tenderer fails:
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.
- c. Government Departments and Public Undertakings are exempted from furnishing EMD.



Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer shall be returned, without any interest as per CPWD rule.

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of 5% of the contract value within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Damodar Division, Central Water Commission, payable at Asansol or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in chapter 7 form 2.

Performance security is liable to be forfeited in case successful tenderer does not fulfil contract obligations.

9. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Notice Inviting e-Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security (EMD).

10. Tendering Process

i. Marking and submission of tenders:

Proposals must be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> before 28.03.2019 upto 15:00 hrs. Tenderer/Contractor is advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal.



The tenderers should submit both "Technical bid" and "Financial Bid" online. The EMD should be sealed in envelope duly marked as "EMD" and must reach the office. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived and will not be opened.

Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.

Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, CWC website www.cwc.nic.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended.

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of tender and opening will be carried out on the date and time as notified by the purchaser. The necessary corrigendum shall be issued in this regard by the purchaser.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids:

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened. Tenderer has to be furnished the PASS-PHRASE of the Bid-Part to be opened during Online Tender Opening Event (TOE) online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer or Pass-Phrase can be submitted by emailed/post to the Tender Inviting Officer.

Financial Bids of only those bidders who are found technically acceptable would be considered.

iii. Prices

Prices quoted by the tenderer shall be fixed during the contract. Rates to be quoted by the tenderer should be all inclusive except GST and other taxes, if any. GST and other taxes, if any should be quoted separately.

- a. All prices should be in Indian National Rupee (INR).
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the service support mentioned in the schedule of requirement. The tenders not quoting for all the services are liable to be rejected.
- e. The tender shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall



without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the services.

iv. **Non-conformities between the figures and words of the Quoted Prices** – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If there is such discrepancy in an offer, the same is to be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

v. **Award of Work**

Within seven (07) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

11. Bid Data sheet

A: GENERAL

- i) Name and address of the purchaser: Hydrological Observation Circle, CWC, 04 No. Market Area, Maithon.
- ii) E-Tender number: 02
- iii) Qualification requirements:-

B: PREPARATION OF BIDS

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

C. SUBMISSION OF BIDS

- i). Only online bid through e tendering web portal of TCIL www.tcil-electronictender.com shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 28.03.2019 at 15:00 hrs.

D. BID OPENING AND EVALUATION

- i). The Technical bid and financial bid of the tender will be opened online 28.03.2019 at 15:30 hrs. In presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office.

E. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator engaged with mutual consent and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

12. Special instructions to Bidders by TCIL for e-Tendering

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.



Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on Electronic Tendering System® (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the



Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Agency, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazette holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes
Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations) Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders

during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awarded in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):
Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event

(TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS VIZ 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Passphrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.



NOTE :

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)



Chapter 2. Activity schedule and other requirements

13. Description of Service:

- i) Description of service: Hiring of Manpower for DVRRRC.

Manpower Required : 01 (One) Skilled, 01(One) Semi-Skilled, 01(One) Unskilled manpower for DVRRRC Maithon.

14. Activity Schedule:

The tentative time required for doing the above mentioned work is as follows:-

One Skilled, One Semi-Skilled, One Unskilled manpower	As per office order(08 hour/day)
---	----------------------------------



15. Essential Equipment:

All required T&P items shall be provided by the purchaser (except safety equipment) as mentioned in Special Conditions of Contract.

16. The statutory and contractual obligations to be complied with by the contractor:

- a. The Agency will abide by the job safety, insurance, prevalent laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Agency is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Agency is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Agency whose tender is accepted, will be required to furnish:-
 - i. Performance security
 - ii. GST No.
 - iii. Photo copy of company registration certificate in the State.
 - iv. Photo copy of PAN Card
 - v. Photo copy of AADHAR No.
- e. To abide by all the clauses as mentioned in the tender document.

17. Services & Facilities to be provided by the Procuring Entity and respective obligations of the Procuring Entity and Agency:

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work.
- c. The purchaser will provide all equipment



Chapter 3. Conditions of Contract

18. Definitions & Interpretations:

Services mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

Member Secretary / S.E, Damodar Valley Reservoir Regulation Committee, CWC, Maithon, means Superintending Engineer, Hydrological Observation Circle, Central Water Commission, 04 No. Market Area, Maithon Dam, Dhanbad, Jharkhand.

Contract means the agreement reached by the Purchaser and the Agency for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of work identified in the Agency proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

- (i) The Purchaser is: The President of India through the Superintending Engineer, Hydrological Observation Circle, Central Water Commission 04No. Market Area, Maithon Dam.

Agency: The Agency is the Agency of the successful tenderer with whom the purchaser enters into a contract for the supply of goods detailed in this document.

The Execution Period is the period during which the Agency is liable to carry out work without any additional cost to the purchaser.

Non-Responsive tender: Any tender not meeting all the requirements mentioned in the tender document.

e-procurement: e-procurement is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of TCIL (www.tcil-electronictender.com).

19. Documents of Contract:

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

20. Interpretations:

Language: It shall be English only for the purpose of this contract.



Context: the singular and plural shall be interchangeable as per the context of the contract.

21. Duration of contract:

The period of operation of the contract shall be from April 2019 to 31st March 2020.

The duration of contract may be extended by the purchaser, after obtaining consent from contractor.

22. Programme of services:

The services will have to be started by the Agency/agencies within 07 days of award of contract at the locations as identified in the Chapter 3, Schedule A.

23. Confidentiality:

- a. The Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Agency shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Agency's prior written consent, disclose any documents, data or other information furnished by the Agency in connection with the Contract, and clearly identified in advance by the Agency as being confidential, to parties not directly involved in the project(s) covered by the Contract.

24. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of Jharkhand.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India with permanent office anywhere in India.
- 5) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 6) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection.



- 7) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Telecommunications Consultants of India Limited (TCIL) as supplier.
- 8) Bidding only through e-procurement is acceptable under this contract.

25. Special Conditions of Contract:

- 1) It is not allowed by the Tenderer to bid in Piece meal manner.
- 2) The Agency shall change the staff in consultation of officer in-charge of CWC.
- 3) CWC will not provide any residential facility to the Agency.
- 4) Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 5) The Agency has to withdraw such staff who are not found suitable by the office-in charge for any reasons immediately on receipt of such a request.
- 6) Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in office of Superintending Engineer, Hydrological Observation Circle, Central Water Commission.
- 7) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
- 8) The Agency's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter arising under the clause shall be final and binding on the Agency.
- 9) The Agency shall be contactable at all times and messages sent by phone /e-mail/fax/special messenger from CWC office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfilment of the contract from time to time.
- 10) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
- 11) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 12) The service charges/rates quoted by the Agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract

- period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 13) That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
- 14) Any dispute arising out of the contract shall be settled within the jurisdiction of Dhanbad only.
- 15) The staff to be deputed by the Agency shall be physically and mentally fit.

26. Penalty:

- a) In case the supplier is unable to provide manpower for DVRRC alternate arrangement will be made by the office at the cost of Agency. In addition Performance Security may also to be forfeited.
- b) Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.

27. Force Majeure:

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes. However considering the nature of work rainfall and floods will not be considered as Force Majeure.
- b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure, continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure's.

28. Contract Price:

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, etc. The prices should be given as per the format given in price schedule.

29. Terms of Payment:

The Agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month to the office.

- a. The payment will be released by Damodar Valley Corporation, Maithon after submission of claim, complete in all respects such as dated, certificate given by the Officer-in-Charge regarding production of documentary evidence towards manpower of DVRRC Maithon.
- b. The payment shall be made through e-payment only after submission of bill.
- c. Payments to the Agency would be strictly on the basis of certification by the officer/site in charge that services are satisfactory and as per the services rendered by the Agency.
- d. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the office from every payment made under this contract.

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30. Advances:

No advance payment will be made by the Purchaser.

31. Release of Claims:

After completion of work and at the time of final payment the Agency shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

32. Termination of Contract:

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. For Agency's Default

I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract

- i.* If the Agency becomes bankrupt or insolvent
- ii.* If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
- iii.* If the Agency neglects its obligations under this contract.
- iv.* If the Agency has furnished any false document.

II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Agency

The Agency can terminate the contract with 30 days' notice only in case:

- i).* The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
- ii).* If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the office shall be forfeited.

d. On every termination

I. The Agency shall cease further work.

II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Agency. The decision of the purchaser shall be final in this respect.

35. Liquidated Damages:

- a.* If the office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Agency, then the Agency shall be liable to reimburse to this office for the same.
- b.* The Agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c.* For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d.* Notwithstanding the provisions of tender document, the Agency shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

36. Notices:

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

37. Disputes:

The decision of the Purchaser shall be final regarding the quality of manpower provided by the Agency, the other aspects arising shall only be referred as Disputes. The Agency may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

38. Settlement of Disputes:

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.



Chapter 4. Schedule of requirements

Sl. No	Name of work	No. of manpower	Type of manpower	Period of engagement
01.	Manpower for DVRRC on Outsource Basis	03(Three)	01 (One) Nos. Skilled 01 (One) Nos. Semi Skilled 01 (One) Nos. Un Skilled	01.04.2019 to 31.03.2020

Sl. No	Type Of Manpower	Minimum Eligibility / Qualification
1.	Un- Skilled	10th Pass
2.	Semi Skilled	10th Pass and having Mathematical Calculation Knowledge
3.	Skilled	10th Pass and having good knowledge of computer operation in MS office, Use of Internet, Operation of Fax machine etc.



Chapter 5. Technical Bid

(To be furnished online only. Offline bids are not acceptable under this contract)

1.	Name and Postal Address of the Bidder	Phone: Mobile: Fax: Email:
2.	Is your concern Recognized/Registered Yes No <input type="checkbox"/> <input type="checkbox"/> (Attach Photocopy as a proof)	
	Tick as applicable Recognised by Govt. of india Registered under Companies Act Registered under Shops and Establishment act Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)	
3.	Income Tax return filed (Attach proof)	
4.	Income Tax Permanent Account Number (PAN) (Attach proof)	
5.	Service Tax Registration number (Attach proof)	
6.	Experience (attach performance certificate from the Govt./ PSU Companies/Public Agencies/Firms):Years	
Sl. No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN Number (copy to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed)	
8.	EPF Registration Number (copy to be enclosed)	
9.	ESI Registration Number (copy to be enclosed)	
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
11.	Length of experience in the field	
12.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
13.	Whether agency profile is attached	
14.	List of other clients	
15.	Financial turnover of the tendering company/firm/agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
16.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

Signature of the bidder with seal

The bidder shall also provide following in technical proposals:

- A: The Agency's Bid Cover Letter (including eligibility, following Code of Integrate Public Procurement - CIPP);
- B: Power of attorney, if any;
- C: Qualification Information with enclosures;
- D: Write up on Bidder's Organisation, confirmation of compliance with (or deviations from) Description of Services, Activity Schedule, Statutory Obligation and Facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Agency, Contract For, GCC and SCC; etc. and
- E: Enclosures: Cost of Bid/Bid Processing Fee/Bid Security.

Signature of the bidder with seal

F: Terms & conditions:-

1. The rates should be quoted in figures as well as in words. Any overwriting/erasures should be attested.
2. The department reserves the right to reject any or all quotations without assigning any reason.
3. Entire responsibility and liability towards the safety of the manpower of the Agency shall rest with them and the department shall stand fully indemnified against any such claims.
4. Payment will be made by A/c Payee cheque on State Bank of India, Maithon / Dhanbad on presentation of bills in triplicate.
5. Deduction shall be made from the bill for the period of unauthorized absence.
6. The competent authority reserve the right to discontinue the service if the work executed is found unsatisfactory, and the contract stands automatically cancelled..
7. The manpower should be provided not more or less than 8 hrs.
8. The manpower should be provided for round the month on the weekly off & leave on national holiday for which they should be paid wages on monthly basis..
9. Work should be done satisfactory.
10. It will be the responsibility of the agency to maintain discipline, duty register, norms of duty; uniform and performance of duty, their safety, incident of theft and their accident.
11. The manpower should maintain the office premises in proper condition.
12. The manpower should be healthy and medically fit for performing duty at DVRRC Maithon.
13. Payment will be made through A/C Pay Cheque/DD on submission of bill in triplicate after satisfactory completion of work in each month by DVC Maithon.
14. The undersigned has reserved right to reject or accept any or all quotation along with discontinue of order without assigning any reason thereof.
15. The minimum wages should be paid to manpower as per latest Govt. of India's norms of rate.
16. Income tax & education cess will be deducted as per rule.



Work: Providing 01 (One) Nos. Skilled, 01 (One) Nos. Semi Skilled, 01 (One) Nos. Unskilled Manpower for DVRRC Maithon to perform DVRRC work as assigned by officer in charge.

- All Rate are in Rupees

SL No.	Description: Manpower for DVRRC Maithon	Type of Manpower			Reamrks
		01 (One) Un Skilled	01(One) Semi Skilled	01(One) Skilled	
1.	Quantity	01	01	01	
2.	Minimum salary including paid Holiday per Day				
3.	Minimum Salary including paid holiday per month (30 days)				
4.	EPF contribution + ESI contribution				
5.	Contractor Profit				
6.	Total for Each manpower				
7.	GST @ 18 %				
8.	Grand Total (6 + 7)				
9.	For 12 Months (01.04.2019 to 31.03.2020)	(a)	(b)	(c)	
10.	Sum of (a)+(b)+(c)				
11.	Amount in Words				

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**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF MEMBER SECRETARY
DAMODAR VALLEY RESERVOIR REGULATION COMMITTEE,
MAITHON, DHANBAD.**

CPWD FORM 7/8

State : Jharkhand
Branch : Central Water Commission
Zone : Lower Ganga Basin Organization, Patna
Circle : Damodar Valley Reservoir Regulation Committee/Hydrological
Observation Circle, Maithon Dam
Division : Damodar Division, Asansol

ITEM RATE TENDER AND CONTRACT FOR WORKS

Tender for the work of "**Hiring of Manpower for DVRRC, CWC, Maithon, Dhanbad.**"

- (i) The Tenders to be submitted by 15:00 Hrs. on 28.03.2019 to Member Secretary, Damodar Valley Reservoir Regulation Committee, CWC, Maithon in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Earnest Money, PAN No. and documentary evidence in support of his eligibility.
- (ii) The tenders will be opened at 15:30 Hrs. on 28.03.2019 in the presence of tenderer or their representatives who may wish to be present at their own cost in the office of the Member Secretary, Damodar Valley Reservoir Regulation Committee, CWC, Maithon

Issued to -----

(Contractor)

Signature of officer issuing the documents -----

Designation – Member Secretary, DVRRC

Date of issue

TENDER

I/We have read and examined the notice inviting tender, E& F. Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, schedule of rate & other documents 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 Member Secretary, Damodar Valley Reservoir Regulation Committee, CWC, Maithon 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 30 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. 10,800/- (Rupees Ten thousand Eight hundred)only is hereby forwarded inform of DD/ Banker's cheque of Scheduled Bank in favor of **Executive Engineer, Damodar Division, CWC, Asansol** payable at Asansol as Earnest Money, if I/We, fail to commence the work specified, I/We agree that the said Executive Engineer, Damodar Division, CWC, Asansol 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 up to maximum of the percentage mentioned in schedule F.

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



Chapter 7.

Other Standard Forms

Form of Performance guarantee / Bank guarantee bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and
..... (hereinafter called "the said Contractor(s)") for the
work..... (hereinafter called "the said agreement") having agreed
to production of an irrevocable Bank Guarantee for Rs. (Rupees.....
only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with
the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the
Government an amount not exceeding Rs. (Rupees..... Only) on demand
by the Government.

2. We, (indicate the name of the Bank) do hereby undertake to pay the
amounts due and payable under this guarantee without any demure, merely on a demand from the
Government stating that the amount claimed as required to meet the recoveries due or likely to be due
from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the
amount due and payable by the bank under this Guarantee. However, our liability under this guarantee
shall be restricted to an amount not exceeding Rs. (Rupees only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding
any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or
Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so
made by us under this bond shall be a valid discharge of our liability for payment there under and the
Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein
contained shall remain in full force and effect during the period that would be taken for the performance of
the said agreement and that it shall continue to be enforceable till all the dues of the Government under or
by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer
in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have
been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Government that
the Government shall have the fullest liberty without our consent and without affecting in any manner our
obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of
performance by the said Contractor(s) from time to time or to postpone for any time or from time to time
any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce
any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability
by reason of any such variation, or extension being granted to the said Contractor(s) or for any
forbearance, act of omission on the part of the Government or any indulgence by the Government to the
said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties
would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the
Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this
guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to unless extended on demand by the
Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to
Rs. (Rupees) and unless a claim in writing is lodged with us within six
months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this
guarantee shall stand discharged. Dated the day of
..... for..... (indicate the name of the Bank)

Form 3

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
The Superintending Engineer
Hydrological Observation Circle,
Central Water Commission,
Maithon.

ACCEPTANCE

The above tender (as modified by you in the letters mentioned hereunder) is accepted by me for and on behalf of the 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 & on behalf of President of India

Signature -----

--
Date -----

Designation -----

