

TENDER DOCUMENT

TENDER NO:-CD/HQ/C-12/2019/2287-91

DATED: 15/06/2019



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
MINISTRY OF WATER RESOURCES, RD & GR**

JAL AYOG BHAWAN, RAJINDER NAGAR PHASE-1,
BANTALAB, JAMMU-181123

**PROVIDING 04 NOS DATA ENTRY OPERATOR (SKILLED) & 01 NO. MTS (UN SKILLED)
ON OUTSOURCING BASIS FROM 01.07.2019 to 31.03.2020**

Estimated Cost : Rs 10,92,150.00
Earnest Money : Rs. 21,843.00
Date for Opening : 24.06.2019

Officer Inviting Tender: Executive Engineer, Chenab Division, CWC, Jammu
Price of Tender Document: Rs. 500/-

June, 2019

Executive Engineer
Chenab Division
Central Water Commission

Certified that this tender document contains 1 to 27 pages

Executive Engineer
Chenab Division, CWC, Jammu

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GOVT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
CHINAB DIVISION, JAMMU

TENDERNO: CD/HQ/C-12/2019/ 2287-91

DATED: 15/06/2019

NOTICE INVITING TENDER

Sealed tenders are invited for and on behalf of the President of India by the Executive Engineer, Chenab Division, Central Water Commission, Jal Aayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu-181123 (J&K) for the work prescribed below from the registered agencies / contractors of CPWD, P&T, MES, State PWD or any other Government agencies having sufficient past experience for such type work as per enclosed eligible criteria for **"Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020"**

Name of Work: Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020"

Estimated Cost:- Rs. 10,92,150.00/-

Earnest Money:- 2 % of Estimated Cost (Rs 21,843.00)

Performance Guarantee:- 5% of Tendered Value

Schedule of e- Tender

Date and Time of Issue of Bid Document	15.06.2019 at 17:30 hrs. onward
Last date and time for purchase of Tender Document.	24.06.2019 up to 11:00 hrs.
Last date and time for receipt of bids	24.06.2019 up to 12:00 hrs.
Date and time of opening of bids	24.06.2019 at 15:00 hrs.
Price of tender document	Rs. 500/-

2. Tender can be freely downloaded from central public procurement portal www.eprocure.gov.in and www.cwc.gov.in, but tender will be opened only after payment is made as per point (i) & (ii) below as cost of tender on payment of the following:-

- Payment of Rs.500/- shall be done through Bharat Kosh (NTRP). While using Bharat Kosh Ministry will be Water Resources, purpose will be Tender Document Cost, PAO Code 01872 and DDO Code 101880. Payment can be made either using online banking or generating challan and depositing through any bank. Challan can be generated during the period of sale of tender.
 - Rs. 21843.00 as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft or FDR, CDR (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Chenab Division, CWC payable at Jammu.
- The tender forms in single envelope i.e. Technical and financial Bid in one envelope complete in all respects should be submitted by 12:00 hrs on 24.06.2019 in the office of the Executive Engineer, Chenab Division, CWC, Jammu.
 - The Technical Bids of the tender will be opened at 24.06.2019 at 15:00 Hrs in presence of the bidders who wish to see the opening of tender through their authorized representative in the office of Executive Engineer, Chenab Division, CWC, Jammu.
 - The NIT and tender can be downloaded from www.eprocure.gov.in or www.cwc.gov.in.

Executive Engineer
Chenab Division, CWC, Jammu


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Instructions to Bidders

1. General

Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt 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. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the Tenders. 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 bid. 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. The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC is debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- x. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.
- xi. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xii. 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.
- xiii. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xiv. Bids shall be submitted in the office of the Executive Engineer, Chenab Division, CWC, Jammu. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in.
- xv. Tenderer who has downloaded the tender from the 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.
- xvi. Intending tenderers are advised to visit 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.
- xvii. For the purpose of this tender the Contract Agreement with the successful tenderer shall

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comprise of:

- a. the tender form and Financial bid submitted by the tenderer
- b. Tender document
- c. Amendment to the tender document;
- d. Post tender opening Correspondences
- e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

The following documents may be furnished in the technical bid part by the Contractor along with bid as per the tender document in the office of Executive Engineer, Chenab Division, CWC, Jammu.

- a. Signed and scanned copy of appropriate valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 chapter 7).
- b. Signed and scanned copy of previous three years Income-tax, Certificate / Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. Company registered certificate.
- c. Signed and scanned copy of audited Balance sheet of last three years.
- d. Signed and scanned true copy of Partnership deed as per the tender document. e. Any other document in support of the Bid.

The following documents may be furnished in the financial bid part by the Contractor along with bid as per the tender document:

- a. Signed and scanned price schedule as per tender document.

Before tender opening date bidders are required to submit

- a. EMD
- b. Copy of Challan of Bharat Kosh towards Submission of Tender fees.

3. Eligibility Criteria for the Tenderers:-

- i). The Agency should be registered in India.
- i). The bidder should have GST No./PAN/Aadhar No.
- ii). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished;
- iii). 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.
- iv). 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).
- v). 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.
- vi). Average Annual financial turnover of related services during the last three years, should be at least 50% of the estimated cost.

4. Period of Validity of tenders:


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Tenders shall remain valid for 60 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 tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

5. Tender Security and Performance Security

Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft/CDR/FDR in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu 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 will 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
- Government Departments and Public Undertakings and agency registered under NSIC or MSME are exempted from furnishing this security.

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 should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

ii. Performance security

The successful bidder shall furnish performance security deposit at the rate 5% on the contract value within 7 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, including warranty obligations. It does not carry any interest/FDR in favour of EE/CD/CWC Jammu.

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, CD, CWC, Jammu payable at Jammu 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 fulfill contract obligations.

6. 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) Tender Notice
- (ii) Instructions to the Tenderers
- (iii) Tender
- (iv) Acceptance
- (v) Schedules
- (vi) Schedules of Quantities
- (vii) Terms & Conditions of the Contract
- (viii) Scope and Additional Terms and Conditions
- (ix) Annexure-I (Technical Bid)


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7. Tendering Process

i. Marking and submission of tenders:

The tender shall be submitted in the office of the Executive Engineer, Chenab Division before the last date of opening of the tender.

The Tenderer's should submit both "Technical and financial bid". The specifications should be same as given in this tender or higher. The EMD should be sealed in envelope duly marked as "EMD" and must reach office of Executive Engineer before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened.

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

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 Tenderer's previously subjected to the deadline will thereafter be subjected to the deadline as extended.

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 on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically acceptable would be considered in the presence of tenderers or their representatives, who choose to be present.

iii. Prices

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, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

a. All prices should be in Indian Rupee.

b. The amount should be written both in figures and in words.

c. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.

d. The tender for the works shall remain open for acceptance for a period of 60 sixty 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 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

(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


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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.

(v) Evaluation of Tenders

The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost.

a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Un-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

S.No.	Details	Maximum Marks
1.	Previous experience of agency in providing similar category of manpower to Government/un Government Agencies (10 marks to be assigned per year of previous experience)	50 marks
2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks.

b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. **In the Financial Bids, if the service charge/contractor's profit per person quoted is less than 1% of the basic minimum wages, the bid will be rejected out rightly.** Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis. In case of same marks obtained in the technical bids by more than one eligible firm, the agency with higher number of years of experience will be considered. In case of same length of experience, the agency with higher amount of average annual financial turnover of last three years will be given preference.

The Competent Authority does not bind himself to accept the lowest or any other tender.

(vi). 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.

However, Government Departments and Public Undertakings are exempted from furnishing this security.


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1. The following terms and condition will be binding upon agency:-

- a. All aspects of verification (police verification, address verification, document verification) concerning to the offered manpower shall be the sole responsibility of the contractor and no compensation shall be claimed for that.
- b. The contractor shall pay not less than fair wage to the manpower engaged by him on the work. Fair wage means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Ministry of Labor and Employment, Govt. of India .
- c. Compliance of Labour Laws etc.:-
The contractor shall comply with all relevant statues including contract labour (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other labour laws.
- d. Observance of Employees State Insurance Act 1948 and PF Act 1952. :-
The Contractor shall observe all the provisions of the 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 the Hydrological observation services.
- e. Contractor's responsibility for negligence etc. of its employees: -
The contractor shall solely be responsible for all acts of commission/omission of its employees. The contractor shall be responsible in the event of any theft or damage to Govt. property during the tenure of the agreement either due to negligence or connivance of its employees and will reimburse the administration for any loss suffered by it during the period of contract.
- f. Prohibition of intoxication while on duty:-
The contractor(s) or his/their employee and personnel shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If any supervisor/personnel is found in drunken/ intoxicated state he will be summarily discharged from service. Moreover the contract will also be liable for termination with penalty, on which the decision of Executive Engineer, Chenab Division, CWC, Jammu will be final and binding.
- g. Payment Mode :-
No advance shall be paid to the contractor in any shape. All payments shall be made to the agency on monthly basis against the pre-receipted bill to be submitted in duplicate through concerned Sub-Division and no payment shall be made to the incumbent. Payment shall be based on actual days of work during the month as per details submitted by the concerned Sub-Division. The Agency shall have to submit the details of wages paid to the incumbent duly acknowledged by the incumbent.
- h. The incumbent/ contractor shall not have any right for the continuation of the Work and shall have no claim for the regularization of the services. The services can be discontinued immediately without any notice period.


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1. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

(a) "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

(b) The date of commencement of the event of Force Majeure;

(c) The nature and extent of the event of Force Majeure;

(d) The estimated Force Majeure Period,

(e) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

(f) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

(g) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

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 Contractor. The Contractor 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 Contractor's Default*

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
- II. If the Contractor becomes bankrupt or insolvent
- III. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - i. If the Contractor neglects its obligations under this contract.
 - ii. If the contractor has furnished any false document.
- IV. 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 Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.


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c. Termination by Contractor

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

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the Service Provider from the office shall be forfeited.

d. On every termination

- I. The Contractor 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 Contractor. The decision of the purchaser shall be final in this respect.

Liquidated Damages

- a. If this 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 Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Notices

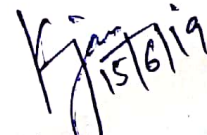
Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated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

Disputes

The decision of the Purchaser shall be final regarding the quality of services provided by the manpower provided by the agency; the other aspects arising shall only be referred as Disputes. The Contractor 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).

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.


Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder
Nagar, Phase-1, Bantalab
Jammu-181123

For & on behalf of President of India


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TENDER

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E & F, Specification applicable, Drawings & Designs, 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 President of India within the time specified in Schedule 'F', viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawing and instructions with such material as are to be provided for, by and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs 21843.00 (Rupees twenty one thousand eight hundred forty three) only has been deposited in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a Scheduled Bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to commence the work specified I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money 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 term 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' and those in excess of that limit at the rates to be determined in accordance with the tender document. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid. I/we shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other record connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated.....

(Signature of Contractor)
Postal Address

Witness:

Address:

Occupation:


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ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned here under) 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:-

i)

ii)

iii)

Dated

For & on behalf of President of India

Signature.....

Designation.....


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SCHEDULES

SCHEDULE 'A' : Schedule of quantities (Enclosed):- As enclosed in tender document

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
N. A.				

SCHEDULE 'C' : Tools and Plants to be contracted to the contractor

S.No.	Description	Contract charges per day	Place of issue
1	2	3	4
N. A.			

SCHEDULE 'D' :
Extra schedule for specific requirements/documents for the work, if any: N. A.

SCHEDULE 'E' : Reference to General Conditions of Contract

NAME OF WORK:- "Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020"

- (i) Estimated cost of work : Rs. 10,92,150.00
- (ii) Earnest Money : Rs. 21,843.00
- (iii) Performance Guarantee : 5% of the tendered value

SCHEDULE 'F' :
General Rules & Directions :

Officer Inviting Tender :

: Executive Engineer,
Chenab Division, Central Water Commission,
Jammu

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 : see below


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Definitions:

- 2 (v) Engineer-in-Charge : Executive Engineer, Chenab Division, Central Water Commission, Jammu
- 2 (viii) Accepting Authority : Director, M&AD, CWC, Jammu
- 2 (x) Percentage on cost of materials and labour to cover all overheads and profits. : -
- 2 (xi) Standard Schedule of Rates : As per latest minimum wages rates of Ministry of Labour and Employment, GOI vide circular no 1/8(3)/2019-LS-II, dated:- 27.03.2019
- 2 (xii) Department : Central Water Commission
- 9(ii) Standard CPWD Contract Form : CPWD form 7/8 as modified and Corrected upto date

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 beyond the period (provided in i) above : 07 days

Clause 2

Authority for fixing compensation under Clause 2. : Director, M&A, CWC, Jammu

Clause 2 A

Whether clause 2A shall applicable : No

Clause 5

Number of days from the date of issue of letter acceptance for reckoning date of start : 15 days

Mile stone(s) as per table given below :

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	N .A .		
2.			
3.			

Time allowed for execution of work : 09 months


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Authority to decide :

(i) Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

(ii) Rescheduling of mile stones (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

Clause 6, 6A

Clause applicable -(6 or 6A)

: N. A.

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

: N. A.

Clause 10 A

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

1.	2.
3.	4.
5.	6.

Clause 10B (ii)

Whether clauses 10B(ii) shall be applicable

: Yes/No

Clause 10 C

Component of labour expressed as percent of value of work =%

Clause 10CA

Materials covered under this clause

Nearest Material (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index is to be followed

Base Price of all the Materials covered under clause 10 CA *

1.N.A.....	N.A.....	
2.		
3.		

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

Clause 10CC

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

: N. A.

Schedule of component of other Materials, Labour, POL etc. 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- expressed as percent of total value of work.

: Y.....%

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

: Z.....%

(14)

Clause 11

Specifications to be followed for execution of work

: As per Engineer-in-charge

Clause 12

12.2 & 12.3

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work

: N. A.


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12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall : N. A.
apply for foundation work.

Clause 16 Competent Authority for deciding reduced rates. : Director M&A.,
: CWC, Jammu

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- | | |
|-------------------|-------------------|
| 1. N.A. | 2. N.A. |
| 3. | 4. |
| 5. | 6. |

Clause 36(i): N/A

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.	N/A		N/A				

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

Clause 42

(i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates-2007, New print 2010 printed by CPWD.-N.A.

- (ii) Variations permissible on theoretical quantities.
- (a) Cement for works with estimated cost put to tender : N/A
not more than Rs. 5 lakhs
- for works with estimated cost put to tender more : N/A
than 5 lakhs
- (b) Bitumen for all works : N/A
- (c) Steel reinforcement and structural steel sections : N/A
for each diameter, section and category
- (d) All other materials : N/A

SCHEDULE OF QUANTITIES

“Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020”

S. No	Description	Qty.	Details
1	Providing Data Entry Operator on outsourcing basis with weekly rest.	4 Nos.	For Office work Under the jurisdiction of Executive Engineer, Chenab Division, CWC, Jammu.
2	Providing MTS for different office work on outsourcing basis with weekly rest.	1 No.	

Scope of the work and requirement for DEO & MTS:-

The scope of the work is providing 04 Nos Data Entry Operator (Skilled) & 01 no. MTS (Un Skilled) on outsourcing basis from 01.07.2019 to 31.03.2020 under the jurisdiction of Executive Engineer, Chenab Division, Central Water Commission, Jal Aayog Bhawan, Rajinder Nagar, Bantalab, Jammu as specified in schedule of quantities. The brief of duties are given below.

Data Entry Operator:-

Computer data entry, preparing of reports and other general office documents. Typing the official letters and other documents. Handling existing data and editing current information. Proof reading new entries into a database etc. Keeping the office record updated. Scanning the documents, Taking back-up of data regularly and storage of data and all other work assigned by the officer Incharge.

- He/She should be 12th pass/Under Graduate and Minimum 6 months computer course (certificate should be provided) and below 40 years of age.
- He/She should have Typing speed of 40 words per minute in English.
- He/She should be conversant with the working of the computers and should necessarily have knowledge of MS Word and preferably of LAN functions, MS Excel and MS Power Point packages.
- He/She should have computer application certificate of at least 6 month course from any reputed/registered institute.
- He/She should have Character certificates from one Gazetted officers/ Magistrate of the Central Government / State Government.
- His/her antecedents should have been got verified by the agency from the local police authorities.
- Shall be mentally sound to understand and carry out works assigned.
- Shall be medically fit.
- Should own an Android mobile phone

MTS:-

MTS will perform duties such as cleaning and dusting of office tables, movement of files from one section to other section and all other work assigned by the officer Incharge.

- He/She should be minimum 10th pass.
- He/She should have Character certificates from one Gazetted officers/ Magistrate of the Central Government / State Government.
- His/her antecedents should have been got verified by the agency from the local police authorities.
- Shall be mentally sound to understand and carry out works assigned.
- Shall be medically fit.



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TERMS AND CONDITIONS

Terms & conditions:-

1. The Firms should be registered as per Govt. Norms.
2. The rates should be quoted both in figures and words any overwriting and cutting should be initialed.
3. The contractor must submit the photo copy of the following documents
 - (a) Certificate of Goods & Service Tax Registration.
 - (b) Photo copy of firm registration certificate.
 - (c) Photo copy of PAN.
 - (d) Other documents as per technical bid
4. The price shall be quoted in Indian rupees only.
5. Rates quoted should be inclusive of all taxes and as per latest minimum wages rates of Ministry of Labour and Employment, GOI vide circular no 1/8(3)/2019-LS-II, dated:- 27.03.2019
6. The person deployed by the agency should have attained the 21 years and must be Paid minimum wages as applicable in Central Govt. for Un-Skilled by the contractor and as per Ministry of Labour & Employment, GOI
The employee should be duly qualified and well behaved and payment of wages to
The employee shall be responsibility of the contractor.
8. Payment should be made through PFMS.
9. The provision of minimum wages payable to Un skilled workers as per labour law of Govt. of India duly complying Regulation for provident fund and insurance have to be kept into consideration.
10. The period of contract will be reviewed every month for satisfactory performance of work man.
11. The undersigned reserves the right to reject apart or the whole tender without assigning any reason.
12. The contract can be cancelled at any time without assigning any reason.
13. Bill payment may be made on monthly basis.
14. The contractor is liable to the payment of the employee no claim against the Department will be entertained charged by employee.
15. The contractor should be furnished the proof of payment to this office which made to the employee every month.


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SCOPE AND ADDITIONAL TERMS & CONDITIONS:-

1. Rate once quoted should not be revised and those firms, who revise their rates or fail to supply the manpower during the period of contract, will liable to forfeit Security Deposit.
2. The contract shall remain valid for from the date of entering into agreement/acceptance of the tender.
3. The CWC will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed; and conform to the terms and conditions and specifications.
4. The CWC will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered lowest evaluated price. The rate should be quoted inclusive of all kind of taxes including GST and TDS. The rate may be quoted as per the schedule attached and as per latest minimum wages rates of Ministry of Labour and Employment, GOI vide circular no 1/8(3)/2019-LS-II, dated:- 27.03.2019.
5. The tender must be submitted in the format an Annexure. The rate should be indicated in both figures and words. Corrections, if any in the quotation shall be made by initialing, dating and re-writing. No overwriting is allowed.
6. The tender not matching the specifications shall be rejected summarily.
7. The payment will be made through PFMS on receipt of bill. No advance payment on any other account shall be paid.
8. Issue of this NIT to a firm does not automatically make the firm eligible for submitted a quotation. The firm must confirm to all the terms and conditions of this NIT. A tender is liable to be rejected if the firm puts its own terms and conditions.
9. The terms and conditions given in this NIT shall become part of the contract. However, in case of breach of any of the terms and conditions of this NIT or failure on the part of bidder to provide satisfactory work/supply, the EMD/ security Deposit is liable to be forfeited.
10. The offer of the tendered should contain the following documents:-
 - a) Tender documents duly signed.
 - b) Schedule duly filled in.
 - c) Earnest Money Deposit
 - d) The bidders shall have land line and mobile phones and fax facility for communication.
 - e) Documentary proofs showing the eligibility of the bidder. (The eligibility criteria has been given at Clause no. 1.3 of NIT of this tender document)
11. In case of payment of hiring charges is to be made for a period of less than one Month, in that case payment will be made on pro-rata basis.
12. The billing will be on a monthly basis and the bills in triplicate shall be submitted on any working day to the Executive Engineer, CD, CWC Jammu latest by the 10th of succeeding month. Photocopy of attendance duly attested by the Engineer-in-Charge must be submitted along with the bill.
13. Deduction of tax at source (TDS) as per extent Govt. rules shall be made by the Executive Engineer, CD, CWC, Jammu from every payment made under this contract.
14. The payment of wages shall be responsibility of the contractor.
15. Payment will be made on monthly basis only after successful completion of duties for that period.
16. Govt. Tax/Levy/Duty, other than Service Tax etc will be borne by tenderer.
17. All the above-mentioned terms and conditions are mandatory and tendered/bidder shall abide by all the above stated conditions. The bidder shall give an undertaking to the effect that agrees to abide by all the terms and conditions as stated in the Tender Document.


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Technical Bid

“Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020”

S. 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/TAN Number (copy to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	Goods and 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.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
15.	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


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FINANCIAL BID

TENDER NO:-CD/HQ/C-12/2019/

Dated: 15/06/2019

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To

Executive Engineer,
Chenab Division,
CWC, Jammu

Subject: -Financial Bid for Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020-Reg.

Sir,

With reference to your tender published in dated..... on the subject mentioned above, I/We quote the rate for above mentioned work are as under:-

S.No.	Item	Rates per month or Rates per Day (Area Jammu & Kashmir)	
		DEO (Skilled)-B Class Area	MTS (Un-Skilled)-B Class Area
1.	Basic Daily Wages Including VDA per person Deployed as per latest minimum wages rates of Ministry of Labour and Employment, GOI.		
2.	Basic Monthly wages (26 Days rates to be quoted)		
3.	Employees EPF Contribution @ 12% on Max Ceiling up to Basic Wages Rs. 15000/- per month		
4.	Employees ESI Contribution @ 4.75% on (1)		
5.	Adm. Charges @ 5% on total contributions(EPF of Employees plus employer's contributions) on Max Ceiling up to Basic Wages Rs. 15000/- per month		
6.	EDLI @ 1% of on Max Ceiling up to Basic Wages Rs. 15000/- per month		
7.	Sub Total (2+3+4+5+6)		
8.	Contractor Profit/Service Charge on (2)		
9.	Total (Sub Total + Service Charge)		
10.	GST @ 18% on S. No. 9		
11.	Total		
12.	Gross Amount per month		

Note: - Minimum Basic wages includes the charges for paid holidays also i.e. rates should be quoted on the basis of 26 days wages and the rates should be quoted as per latest minimum wages rates of Ministry of Labour and Employment, GOI.

In words:-

In figures:-

Signature of the bidder with seal



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Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20....between Executive Engineer, Chenab Division, Central Water Commission, Rajinder Nagar, Bantalab, Jammu (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020 under Executive Engineer, Chenab Division, Central Water Commission, Jammu and has accepted a Tender by the Contractor for the supply of services in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. Amendments to the tender document;
 - d. Post tender opening correspondence ;
 - e. Minutes of Pre-Bid Meeting; and
 - f. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Contractor are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020		

TOTAL VALUE:


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DELIVERY SCHEDULE: Within 7 days of signing of contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser) in the presence of:.....	Signed, Sealed and Delivered by the said (For the Contractor) in the presence of:
---	---


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Form 1:MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

(hereinafter called the "tenderer")

has submitted their offer dated..... for the Providing
04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019
to 31.03.2020 (hereinafter called the "tender") against the purchaser's tender enquiry No.

KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto

(hereinafter called the "Purchaser")

in the sum of

..... for which payment will and
truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch


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Form 2: MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply services against tender for " Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled) on outsourcing basis from 01.07.2019 to 31.03.2020" (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch


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Form 3: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The

The Executive Engineer,
Chenab Division,
Central Water Commission,
Rajinder Nagar, Bantalab
Jammu-181123

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: CD/HQ/C-12/2019/ Dated 15/06/2019

Name of Tender / Work: - Providing 04 nos Data Entry Operator (skilled) & 01 no. MTS (un skilled)
on outsourcing basis from 01.07.2019 to 31.03.2020

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned
'Tender/Work' from the web site(s) namely:
_____ as per your
_____ advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work
(including all documents like annexure(s), schedule(s), etc.), which form part of the contract
agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have
also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender
document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organization shall be
at liberty to reject this tender/bid including the forfeiture of the full said earnest money
deposit absolutely and we shall not have any claim/right against Division in satisfaction of
this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)


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