



**MIDDLE BRAHMAPUTRA DIVISION
CENTRAL WATER COMMISSION**

Tender Document

“Outsourcing of semi-skilled manpower to carry out flood forecasting activities during monsoon 2018 under MBD, CWC, Guwahati”

NIT No.6/35/Est. & Tender-Outsourcing-I/DB/2018-MBD/ 1855-62 dated:-16/04/2018

April 2018

Certified that this tender document contains 21 Pages

**Executive Engineer,
Middle Brahmaputra Division**

**Ph: 0361-2674267
Fax: 0361-2674267**

Last date & time for uploading bid is 03:00 PM on 26-04-2018

Opening date & time of bid is 11:00 AM on 27-04-2018

**IMPORTANT
NOTE:-**

- i. BIDDER SHOULD SUBMIT THE TENDERS BY ONLINE MODE ONLY.**
- ii. THE BIDDER SHOULD READ ALL THE INSTRUCTIONS THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN.**

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Govt. of India
Central Water Commission
Middle Brahmaputra Division
Guwahati-781 014

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE
(Applicable for inviting open bids)**

Item rate/percentage rate bids are invited on behalf of President of India from registered, reputed, well established and financially sound Manpower Companies / Firms / Agency to provide services of Semi-Skilled worker at the sites of CWC.

Sl. No.	NIT No. & Date	Name of Work	Cost of Tender Document	Estimated cost	Last date & time of submission of bid	Time & Date of opening of bid
1	6/35/Est & Tender-Outsourcing-I/DB/2018-MBD/ dated 16.04.2018	Outsourcing of semi-skilled Manpower to carry out flood forecasting activities during monsoon 2018 under MBD, CWC, Guwahati	Rs. 1000/-	Rs.98,44,830/-	03.00 P.M on 26-04-2018	11.00 A.M on 27-04-2018

- The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://www.tcil-india.com> and <https://eprocure.gov.in/cppp> free of cost.
- But the bid can only be submitted after **depositing Processing Fee in favour of TCI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of respective Executive Engineer and other documents as specified.
- The tenderers uploading the tender shall upload the scanned copy of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Middle Brahmaputra Division, CWC, Guwahati payable at Guwahati for Rs. 1000/- (Rupees One thousand only) towards the cost of tender document at the time of submission.
- Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (**ZERO**).
11. SC/ST contractors enlisted under class V category are exempted from processing fee payable to TCI Limited.

List of Documents to be scanned and uploaded within the period of bid submission:

- I. Demand Draft or Banker's Cheque of any Scheduled Bank against cost of tender document.
- II. Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
- III. The Registered Office or one of the Branch Office of the manpower Company / Firm / Agency should be located in Guwahati. Proof shall be uploaded.
- IV. The manpower Company / Firm / Agency should be registered with the appropriate Registration authority;
- V. Certificates of Work Experience as per clause 1.2
- VI. Copy of PAN / GIR card
- VII. Copy of the IT return filed for the last two financial years
- VIII. Copies of EPF registration
- IX. Copies of ESI registration certificates
- X. Certificate of Registration of all relevant taxes /GST
- XI. **An undertaking that "The Physical EMD & cost of tender document shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within a week of the opening of financial bid otherwise department may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in CWC.**

Copy for information to: -

1. Superintending Engineer, H.O. Circle, CWC, Guwahati-14
2. Assistant Accounts Officer, M.B. Division, CWC, Guwahati
3. Sub-Divisional Engineer, M.B. Sub-Division, CWC, Guwahati
4. Sub-Divisional Engineer, Mechanical Sub-Division, CWC, Guwahati

Copy forwarded with the request to display the enclosed NIT on the notice board for wide publicity to: -

1. Sub-Divisional Engineer, P. P. Sub-Division, CWC, Jail Road, Milanpur, Nalbari-781337
2. Sub-Divisional Engineer, Barak. Sub-Division, CWC, Panchayat road, Tikarbosti, Silchar-788004
3. Notice Board, M.B. Division, CWC, Guwahati
4. Website www.eprocure.gov.in/cwc.nic.in


EXECUTIVE ENGINEER

**CPWD-6
FOR E-TENDERING**

1. Item rate bids are invited **up to 03:00 PM on 26-04-2018** on behalf of President of India from registered, reputed, well established and financially sound Manpower Companies/Firms/ Agency to provide services semi-skilled manpower to carry out flood forecasting activities during monsoon 2018 under MBD, CWC, Guwahati
The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 Estimated cost of the work is **Rs. 98,44,830/-**. This estimate, however, is given merely as a rough guide.

- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

- 1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents

- 1.2.1 Three similar works each of value not less than Rs. 39,00,000 or two similar work each of value not less than Rs. 49,00,000 or one similar work of value not less than Rs. 79,00,000 in last 7 years ending previous day of last date of submission of bids.

To become eligible for issue of bid, the bidders shall have to furnish an affidavit asunder:-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid or can also be submitted offline before the last date & time of submission of bids to the Executive Engineer, MBD, CWC, CWC Complex, behind Adabari Bus Stand, Adabari, Guwahati 781014)

- 1.2.2 The Company / Firm / Agency should have
- a. The Manpower Company / Firm / Agency should be registered with the appropriate Registration authority.
 - b. PAN / GIR card
 - c. submitted IT returns for the last two financial years
 - d. EPF registration
 - e. ESI registration
 - f. Registration for Service Tax/Sales Tax

2. Agreement shall be drawn with the successful bidders on prescribed Form No-CPWD 7/8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website <https://eprocure.gov.in/cppp>. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be approximately **6 months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://www.tcil-india.com> and <https://eprocure.gov.in/cppp> free of cost.
6. **The tenderers uploading the tender shall upload the scanned copy of A/C payee Demand Draft (non-refundable) drawn on any scheduled bank in favour of the Executive Engineer, Middle Brahmaputra Division, CWC, Guwahati payable at Guwahati for Rs. 1000/-(Rupees One thousand only) towards the cost of tender document at the time of submission.**
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
10. ***Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, MBD, CWC, Guwahati) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.***

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lakhs, whichever is less, **shall** have to be deposited in shape prescribed above, and balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.

The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest bidder within a week after opening of financial bid failing which the bid shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority. The agency shall be debarred from tendering in CWC.

The following undertaking in this regard shall also be uploaded by the intending bidders:-
“The Physical EMD shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within a week of the opening of financial bid otherwise department may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in CWC.”

Interested contractor who wish to participate in the bid has also to make following payments

within the period of bid submission ***E-tender processing fee shall be payable to M/s TCI Limited through their e-gateway by credit /debit card, internet banking or RGTS/NEFT facility.***

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. ***However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.***

Online bid documents submitted by intending bidders shall be opened only of those bidders, ***who has deposited e-Tender Processing Fee with M/s TCI Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.***

The bid submitted shall be opened at 11:00 PM on 27-04-2018.

11. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including EPF registration, ESI registration and relevant Tax/GST registration) as stipulated ***at clause 15 of scope of work and general instructions for tenderers including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded.***
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted ***physically by the lowest bidder*** in the office of bid opening authority.
 - (iv) ***The lowest bidder does not deposit physical EMD within a week of opening of bid.***
12. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5 % (Five Per cent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.**
13. **The description of the work is as follows:**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to

him by the Government and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to bid for works in the CWC Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the CWC or in the MoWR, RD&GR. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
19. ***The bid for the works shall remain open for acceptance for a period of thirty (30) days from the date of opening of bids in case of single bid system.*** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
20. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.



Executive Engineer,
Middle Brahmaputra Division,
Central Water Commission, Guwahati-14

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

- (A) Tender for the work of:- Outsourcing of semi-skilled Manpower to carry out flood forecasting activities during monsoon 2018 under MBD, CWC, Guwahati
- (i) **To be uploaded by 15:00 hours on 26-04-2018** upload at <http://www.tcil-india.com>
- (ii) To be opened in presence of tenderers who may be present at **11:00 hours on 27-04-2018** in the office of Executive Engineer, Middle Brahmaputra Division, CWC, Guwahati 781014.

Issued to:*

Signature of officer issuing the documents*

Designation*

Date of Issue:*

* Note Applicable for e-tendering

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications 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 respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for thirty/forty five/ sixty/ ninety (30/45/60/90) days from the due date of its opening in case of single bid system / Ninety(90) days from the date of opening of technical bid in case tenders are invited on 2 bid/envelop system/ One hundred twenty(120) days from the date of opening of technical bid in case bids are invited on 3 bid/envelop system for specialised work (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. is hereby forwarded in cash/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.

A copy of earnest money 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 is scanned and uploaded (**strike out as the case may be**). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, 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. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. 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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated
Witness:
Address:
Occupation:

Signature of Contractor
Postal Address

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati-14 located at Adabari, Guwahati, Assam requires the services of registered, reputed, well established and financially sound Manpower Companies / Firms / Agency to provide services of semi-skilled Manpower to carry out flood forecasting activities during monsoon 2018 under MBD, CWC, Guwahati.
2. The contract will be tentatively from 01.05.2018 to 31.10.2018. The period of the contract may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company/Firm/Agency. This office, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.
3. This office has initial requirement for **Semi-skilled workers at the sites of CWC**. The semi-skilled manpower should be educated/literate with a fair command on English, Hindi and Assamese.

The nature of service will require the following abilities.

D) For Semi-Skilled worker-

Description of the work for each of the category of post with qualification and age is as under:

Sl. No.	Category of labour/ Post	Qualification & Age	Description of the work
1.	Semi-Skilled Worker Outsourcing personnel	10 th standard pass with swimming knowledge in rivers and physically fit. 21years and above.	Helping in hydro-meteorological observation works which includes gauge and discharge observation, rainfall data and meteorological data, moving and positioning of boat, winch operations, all maintenance works, like fixing of various equipment, installation, cleaning, painting, greasing, recording works, watch and ward of site office, wireless operation etc. as per requirement at various hydro-meteorological stations in Brahmaputra & Barak River Basin (As per the list enclosed Annexure- IV)

Note: The above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per instructions of the Executive Engineer or his representative.

His/her antecedents should have been got verified by the agency from the local police authorities.

4. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.1,97,000/-** in favour of Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati-14, payable at Guwahati.

5. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
6. Information and Instructions for bidders posted on website shall form part of bid document.
7. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://www.tcil-india.com> and <https://eprocure.gov.in/cppp> free of cost.
8. But the bid can only be submitted after **depositing Processing Fee, as fixed by TCIL, in favour of TCI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer, MBD, CWC, Guwahati and other documents as specified.
9. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
10. The intending bidder must have valid class-III digital signature to submit the bid.
11. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. Contractor can upload documents in the form of **JPG** format and **PDF** format.
13. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as **"0"**. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as **"0" (ZERO)**.
14. SC/ST contractors enlisted under class V category are exempted from processing fee payable to TCI Limited.
15. **List of Documents to be scanned and uploaded within the period of bid submission or can also be submitted offline before the last date & time of submission of bids to the Executive Engineer, MBD, CWC, CWC Complex, behind Adabari Bus Stand, Adabari, Guwahati 781014:**
 - XII. Demand Draft or Banker's Cheque of any Scheduled Bank against cost of tender document.
 - XIII. Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD.
 - XIV. The Manpower Company/Firm/Agency should be registered with the appropriate Registration authority.
 - XV. Certificates of Work Experience as per clause 1.2 of CPWD-6.
 - XVI. Copy of PAN/GIR card
 - XVII. Copy of the IT return filed for the last two financial years
 - XVIII. Copies of EPF registration
 - XIX. Copies of ESI registration certificates
 - XX. Certificate of Registration for relevant taxes/GST etc
 - XXI. **An undertaking that "The Physical EMD & Cost of Tender document shall**

be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within a week of the opening of financial bid otherwise department may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in CWC.

16. The successful tenderer will have to deposit (5% of tendered value) as Performance Security Deposit at the time of placing the work order within 7 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati-14. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the tenderer.
17. The proceeds of the performance guarantee shall be payable to the CWC as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
18. The Performance guarantee deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of PG is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the PG.
19. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
20. The competent authority of O/o Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati-14, reserves the right to reject any or all bids without assigning any reason.



Executive Engineer,
Middle Brahmaputra Division,
Central Water Commission, Guwahati-14

TERMS AND CONDITIONS

General

1. The contracting firm /agency/company should be registered with appropriate authorities.
2. The contract shall be for a period of approximately 6 (six) months w.e.f. 01.05.2018 to 31.10.2018 (Tentatively), unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
3. The contract shall automatically expire after 6 (Six) months from commencement of the contract unless extended further by this office.
4. The contract may be extended, on the same terms and conditions, for a further period not exceeding 1 (one) month.
5. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
6. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The Contractor will also ensure the required subscription of EPF, ESI, Service Tax and other liabilities as prescribed in the rules, is deposited in the account of concerned employees.
7. *This office, at present, has requirement of workload equivalent to approximately 80 Nos. Semi Skilled workmen to be engaged at various locations in Assam, Manipur and Tripura states under three Sub-Divisions/at Division as enclosed at Annexure - I.* The requirement of this office may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
8. The tenderer will be bound by the details furnished by him/her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
9. In case the date fixed for opening of bids is subsequently declared as holiday by the Government the bids will be opened on next working day, time and venue remaining unaltered.
10. The contracting agency shall ensure that the manpower deployed in the sites of Middle Brahmaputra Division, Central Water Commission, conforms to the specifications of age and language skills prescribed at **clause 3 of scope of work and general instructions for tenderers.**
11. Services shall be in shift duties as per Duty Roster. The workmen may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required, without any extra charge.

13. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work:
 - a. List of semi-skilled workmen short listed by agency for deployment at the sites of Middle Brahmaputra Division, Central Water Commission, Guwahati-14, containing full details i.e. date of birth, marital status, address etc along with ID and address proofs;
 - b. Bio-data of the all the persons engaged.
14. In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/Indiscipline/incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to their notice either by phone/fax/letter.
15. The tendering company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
16. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
17. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
18. The contractor shall be responsible for any theft of the items from site office. The details of the stolen materials/stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of CWC authorities on this will be final and binding on the contractor.
19. The person deployed shall be required to report for work according to instruction issued by the concerned SDE/site in-charge. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 14 will be applicable.
20. The agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
21. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Agency in providing a substitute beyond one working day shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

22. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard at any stage.
23. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of multitask manpower so employed and deployed in this office. The persons deployed by the agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati.
24. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
25. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the contract or after expiry of the contract.
26. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office. Contractor should make it known the above to the manpower of the contractor.
27. The payment shall be made only to the contractor and on monthly basis as per actual service on proportionate basis.

LEGAL

28. The successful bidder will be responsible for compliance of all statutory provisions relating to **Minimum Wages, Provident Fund, and Employees State Insurance etc.** in respect of the persons deployed by it in this office. The payment particulars of Service Tax, EPF, ESI etc of previous month may be submitted along with the current month bill. Failing which appropriate action may be taken, as deemed fit.
29. The successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to O/o E.E., MBD, CWC, Guwahati to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
30. The successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
31. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

32. (a) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance guarantee/Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

(b). The contracted firm shall indemnify and at all times keep the department EE, MBD, CWC, Guwahati indemnified against any direct loss to it on any claims by any third person for any personal injury to anybody or loss to property, movable or immovable, earned by or attributable to any act or omission of the agency/firm or any of his employee, agent or professional etc while performing or purporting to perform this agreement.

FINANCIAL

33. ***Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, MBD, CWC, Guwahati) shall be scanned and uploaded to the e-Tendering website within the period of bid submission, failing which the tender shall be rejected out rightly.***
34. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be returned only after deposit of performance guarantee by the successful tenderer. **Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the security deposit shall stand forfeited without giving any further notice.**
35. Bids, offering rates which are lower than the minimum wages (as applicable for Guwahati) for the pertinent category, would be rejected.
36. The successful tenderer will have to deposit (5% of bid value) as Performance Security Deposit at the time of placing the work order within 7 days of the receipt of the formal order. E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati-14. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The security deposit will not bear any interest.
37. The successful tenderer will have to execute an agreement and Indemnity bond, after remitting the performance security deposit, in a proper format at his own expenses.
38. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
39. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by

concerned Sub-Divisional J.E/SDE in respect of the persons deployed and submit the same to DDO O/o the EE, MBD, Guwahati in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

40. After awarding of the work the successful tenderer has to provide the bank account details of the persons engaged on duty in the following proforma.
41. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.
42. The O/o Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Guwahati-14 reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
43. The rates quoted and contracted by the firm and the department will be amended only when the minimum wages is amended by the Government from time to time.
44. In case of any dispute, the decision of the undersigned is final and binding on the both the parties.



Executive Engineer,
Middle Brahmaputra Division,
Central Water Commission, Guwahati-14

- [illegible]

19

Schedule of Quantity

Name of the work: -Outsourcing of semi-skilled Manpower to carry out flood forecasting activities during monsoon 2018 under MBD, CWC, Guwahati.

Item No.	Sub-heads and items of work	Qty.	Unit	Rate (Rs)	Amount (Rs)
1	Basic wages of semi skilled worker as per latest order of Govt. of India for Guwahati.	1104	Man-Days		
2	Basic wages of semi skilled worker as per latest order of Govt. of India for other than Guwahati in the state of Assam /Tripura/Manipur	13616	Man-Days		
3	EPF		%		
4	ESI		%		
5	Labour Cess		%		
6	Establishment Charge/Other Charge ,if any		%		
7	Taxes/GST ,reimbursable as per payment receipt		%		

All statutory payments are to be calculated & paid as per rates prescribed by the concerned authorities time to time. Tenderer shall submit documentary evidence in support of rates quoted for mandatory payments like EPF, ESI, Labour Cess and Service Tax.

Declaration: - I agree that in correct furnishing of information and in correct quoting of statutory payment like EPF/ESI/ Service and non-furnishing of copies of documents / certificates shall render my tender liable for rejection and I agree that no claim shall be made by me on this account.

Date:-

Signature of the Tenderer
With full address & Contractor

Annexure-II

List Of Sub-Division/Office where semi skilled manpower is required:-

<u>At various sites/office under MBSD, CWC, Guwahati</u>	- 31 nos (Approx)
<u>At various sites/office under PPSD, CWC, Nalbari</u>	- 12 Nos (Approx)
<u>At various sites/office under BSD, CWC, Silchar</u>	- 33 Nos (Approx)
<u>At M. B. Division, CWC, Guwahati</u>	- 04 Nos (Approx)

Note: - The semi-skilled worker may be required to work at MBD or any other sites under respective Sub- Division as and when required. Requirement of manpower at the sites/office may change at any time/period from the initial placement and no TA/DA will be paid extra for such change/requirement.



Executive Engineer,
Middle Brahmaputra Division,
Central Water Commission, Guwahati-14