

NIT No.02/SWRD/CWC/2017-18
Government of India
Central Water Commission
SOUTH WESTERN RIVERS DIVISION



TENDER DOCUMENT FOR

Providing Semi-skilled man power assistance Services for collection of Hydro-Meteorological data from the Hydrological observation sites South Western Rivers Sub Division-II, CWC, Kochi.

MAY – 2017

EXECUTIVE ENGINEER
SOUTH WESTERN RIVERS DIVISION
‘JALADHARA’
KASTURBA NAGAR, KADAVANTHRA
KOCHI-682020

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भारत सरकार/GOVERNMENT OF INDIA
जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय
MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT & GANGA REJUVENATION
केन्द्रीय जल आयोग/ CENTRAL WATER COMMISSION
दक्षिण पश्चिमी नदियों मण्डल/ SOUTH WESTERN RIVERS DIVISION

“जलधारा” सं.27/1927, कस्तूरबा नगर, कोचुकडवन्ता, कडवन्ता. पो. ओ. कोच्चि -682020
“Jaladhara”, 27/1927, Kasturba Nagar, Kochukadavanthara, Kadavanthara P.O., Kochi-682020
टू. भा/ Tele: 0484 2314229; फैक्स/ Fax: 0484- 2314229

सं./No. SWRD/DB/27013/DIV/2017/1939-42

तारीख /Dt: 17 / 05 /2017

NOTICE INVITING E-TENDERS

On behalf of the President of India, EXECUTIVE ENGINEER, SOUTH WESTERN RIVERS DIVISION, CENTRAL WATER COMMISSION, “JALADHARA”, KASTURBA NAGAR, KADAVANTHARA-PO., KOCHI-682020 invites online E-Tenders from eligible tenderers under single bid system

Name of the work/contract: Providing Semi- Skilled and Skilled man power assistance services for collection of Hydro-meteorological data at river gauging sites under *South Western Rivers Sub Division-II, CWC, Kochi.*

- 1) Estimated Cost :: Rs. 27,72,000.00
- 2) Earnest Money Deposit :: Rs. 55440.00
- 3) Tender Fee :: Rs. 500/-
- 4) Period of Contract :: Six months (01/06/2017 (or date of award of Work) to 30/11/2017)
- 5) No. of Man Power Required :: Semi Skilled -29 Nos.
- 6) ETS bidding fee to be paid by bidder online is Rs 3450/-

1. The Eligibility Criteria is as follows:

- (a) The Agency should have registered with Central or State Govt.
- (b) The Agency should have registration for EPF, ESI and registration from labour commissioner.
- (c) The Agency should have 3 years experience in the business of providing man power Assistance / Labour services.
- (d) The Agency should have valid Service tax Registration number and PAN number.
- (e) An undertaking that the Agency has not been blacklisted anywhere in past must be furnished.

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

2. The tender documents can be downloaded online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.in> or <https://www.tcil-india-electronictender.com>. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from [https : //www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com). Tender can be downloaded from 17.05.2017 to 28.05.2017 up to 14.00 hrs. The firm has to submit Demand Draft /Banker's Cheque of Rs 500.00 in favor of “Executive Engineer, SWRD, CWC payable at Cochin “ towards the cost of tender documents. Tenderer exempted from depositing Tender document fee in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing Tender document fee and shall produce the original when called upon to do so. **Non-submission of these would result in summarily rejection of the Tender.**

3. **Bids shall be submitted online at TCIL website URL <https://www.tcil-indiaelectronicstender.com>.** Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. **The last date of online submission of bids at TCIL web URL <https://www.tcil-india-electronicstender.com> upto 18.00 Hrs. of 28.05.2017. Online Public Opening of Bid shall commence at 15.00 hours on 29.05.2017,** Interested bidder or their representative not more than 1 or 2 per bidder may be present in O/o. Executive Engineer, South Western Rivers Division, CWC, Kochi.
4. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid, otherwise the bid will not be considered for opening:
1. Demand Draft towards tender fee in original in sealed envelope.
 2. Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
 3. Pass Phrase for bid submitted in online on TCIL in sealed envelope.
5. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.55440/- (Rupees Fifty Five thousand four hundred and forty only) as Earnest Money Deposit (EMD) in the form of Bankers Cheque / Demand Draft of any Scheduled bank drawn in favour of Executive Engineer, South Western Rivers Division, CWC, Kochi shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the Executive Engineer, South Western Rivers Division, CWC, Kochi. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. If the bid of the tenderer does not contain specified earnest money the tender will be summarily rejected. No further communication shall be entertained in this regard.
6. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts /Bank Guarantee of any scheduled bank in accordance with prescribed form. In case contractor fails to deposit the said performance guarantee within period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
7. **Visit to Work Place by Tenderer:** Tenderer are encouraged to inspect and examine the work place and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / mis-happening or otherwise shall be allowed.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
9. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. Bid shall remain valid for the period of 60 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period.
11. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

12. 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 bound to perform the same at the rate quoted.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The contractor shall not be permitted to tender for works in the SWRD, CWC,Kochi (responsible for award and execution of contracts) in which if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would result in barring him for quoting in all the future tenders floated by the Central Water Commission.
15. No Engineer of Gazetted rank or other Gazetted Officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the execution of job shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any contractor withdraws his tender before the said period or issue of letter of acceptance, whichever is, earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
17. This Notice Inviting Tender shall form a part of the contract document. The successful contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting Tender, all the documents including general/special terms and conditions, forming the tender as issued at the time of invitation of bid submitted by the contractor and acceptance thereof together with any correspondence leading thereto.
 - b) Schedule of quantities with duly filled rates & signed by the contractor(s).
18. Terms and Conditions of Contract are given at Section-IV. In case of any conflicting conditions, terms and condition given elsewhere in the tender document, the special conditions as outlined in Section-IV shall prevail.

V. Rajesh
Executive Engineer

Copy to:

1. The Superintending Engineer, C&SR Circle, CWC, Bangalore for information please
2. The Asst. Executive Engineer, SWRSD-II, CWC, Kochi for information and wide Publicity
3. Accounts Branch, SWRD, CWC,Kochi
4. Notice Board

Executive Engineer

ADDITIONAL INSTRUCTIONS TO TENDERERS

- 1) At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.
- 2) The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.
- 3) All corrections/ cuttings/over writings in the tender document shall be initialed by the Tenderer.
- 4) Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.
- 5) Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.nic.in

For the evaluation and submission purpose only online bid is permissible. However, the bidders are requested to submit the hard copies of the bids in the office of Executive Engineer, South Western Rivers division, CWC, Kochi, on or before opening e-tender, that would be only for reference, and cannot be construed as a substitute of online bid.

6) SUBMISSION OF DOCUMENTS

- i) Signed and scanned copy of valid registration certificate.
 - ii) Signed and Scanned copy of ESI, EPF Registration Certificate/ Service Tax Registration certificate / PAN No
 - iii) Signed and scanned experience certificates of similar works executed as per the tender notice
 - iv) Signed and scanned copy of an undertaking that the firm has not been blacklisted anywhere in past.
 - v) Signed & scanned copy of original tender document.
 - vi) Scanned copy of Earnest Money Deposit (EMD)
- 6.1) The following documents are to be furnished online in the Price bid part by the firm along with bid as per the tender document:
- i) Signed and scanned Price bid as per tender document.
- 6.2) The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening
- i) Earnest Money Deposit in original.
 - ii) Demand Draft towards tender document cost in original.
 - iii) Pass Phrase for bid in sealed envelope

- 7) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CWC website www.cwc.nic.in at least 1 day prior to closing date of submission of tender for any corrigendum /amendment
- 8) Evaluation of Bids: Those bidders who qualify the eligibility criteria as per the tender document shall only be consider for Price bid evaluation

The bidder whose bid is in order and evaluated to be financially lowest, after considering any loadings that are decided at the technical evaluation stage, shall be considered for negotiations(not involving financial aspects) for award of the contract.
- 9) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, the tender will be rejected.
- 10) The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
- 11) An affirmative determination will be a prerequisite for award of the work to the contractor

12) SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

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

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

Instructions

Tender Bidding Methodology: Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs),

Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

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

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

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

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

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

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

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

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption.

Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

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

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

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Contractor organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Contractor organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously

made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Contractor will depend upon the options selected by the concerned Buyer.

Other Instructions

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

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

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

NOTE :

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

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

Name of Work: – Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under South Western Sub Division-II, CWC,Kochi.

Estimated cost of work: Rs.27,72,000.00

Earnest Money: Rs.55,440.00

Security Deposit/Performance Guarantee 5% of tendered value

Officer Inviting Tender: Executive Engineer, South Western Rivers Division, CWC,
Kochu Kadavanthra, Kadavanthra P.O, Kochi-682020

Definitions:

Engineer-in-Charge: Executive Engineer, South western Rivers Division, CWC, Kochi

Accepting Authority: Executive Engineer, South western Rivers Division, CWC, Kochi

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

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

Department: Central Water Commission

Clause-1

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

Clause 2

Authority for fixing Compensation under Clause-2 Superintending Engineer, C&SRC, Bengaluru

Clause 3

Authority for determination of Contract Executive Engineer, South western Rivers Division, CWC, Kochi

Clause 3A : Applicable

Clause 11 : Applicable

Clause 15 : Applicable

Clause 16 :
Competent Authority for deciding reduced rates. Superintending Engineer, C&SRC, CWC, Bengaluru

Clause 17 : Applicable

Clause 19(A-L) : Applicable

Clause 20 : Applicable

Clause 23 : Applicable

Clause 24 : Applicable

Clause 25 : Applicable

Clause 37 : Applicable

Clause 38 : Applicable

Clause 39 : Applicable

Note: All other Clauses are not applicable

TERMS AND CONDITIONS OF THE CONTRACT

Introduction

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

1. Qualification Criteria of Bidder :

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

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

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

2. One Bid per Bidder :

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

3 Amendment of Bidding Document:

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

4. Language of the Bid

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

5. Bid Security /EMD

The bidder shall furnish as part of its bid an EMD of Rs.55,440/- (Rupees Fifty Five thousand four hundred and Forty only) in the form of DD/Banker's Cheque of any scheduled bank/cash. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws its bid during the period of bid validity specified in the terms and condition of the contract.
- ii) If a bidder does not accept the correction of errors, (i.e. if there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail)

- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

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

THE EARNEST MONEY WILL BE RETURNED WITHOUT ANY INTEREST TO THE UNSUCCESSFUL BIDDERS AFTER THE FINALIZATION OF THE ORDER WITH THE SUCCESSFUL BIDDER. The earnest money shall be returned to the successful bidder after the Performance Guarantee equivalent to 5% of the tendered value in Indian rupees has been furnished.

6. Security Deposit/Performance Guarantee

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

7. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account during the contract period.
- d) The rates should be quoted for wages, % of PF, ESI, Service charges & service tax etc separately. So that the employees of the firm should get benefit as per labour rule. Tenders received quoting rates less than the labour rates, % of PF, ESI,& Service tax etc. as fixed by the Government of India will be rejected. **(latest minimum wages rates issued by the Government of India should be enclosed)**
- e) Staff engaged by the Agency should not be paid less than the minimum wages as fixed by Government from time to time. All labourers /staff should be allowed weekly rest, national holidays as prescribed in labour rules. **No claim will be entertained for increase in wages during the current contract period. Any statutory increase in wages/DA etc. during the contract period of one year is to be taken up by the agency. However any changes in taxes/PF/ESI will be considered by the department for modification.**
- f) The agency should ensure & furnish a certificate supported documentary proof while claiming the bill every month that they are paying at least minimum wages to the engaged person and also deposited the PF,ESI, Service tax etc to the concerned as fixed by the Government of India.
- g) The rates shall be quoted in Indian Rupee only.
- h) **Service charges quoted less than 1% of SI No. (a) in the Price bid (Annexure I to II) shall be summarily rejected.**

8. Bid Validity:

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

shall not be allowed to participate in the retender process.

9. Corrupt and fraudulent practices

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

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

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

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

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

10. Clarification of Bidding Documents

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

11. Examination of Bids and Determination of Responsiveness:

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

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

12. Award criteria

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

13. Notification of Award.

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

14. Dispute Resolution Mechanism:

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

15. Signing of Contract:

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

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

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

be taken against the contractor as per relevant rules in force.

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

Description of the work is as under:

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

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

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

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

20. Training

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

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

21. Payment Terms:

No intermediate payment shall be made for the work. The payment will be released to the agency by the Executive Engineer every Calendar month within 10 days after obtaining the Bill in triplicate. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned Engineer in Charge. TDS as applicable will be deducted from every bill. Income tax @ 2% of bill amount and educational cess @ 3% on income tax shall be deducted from the bill amount as per prevailing Government of India rules and regulations.

22. Labour Laws to be Complied:

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

23. Display of notice regarding wages etc.

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

24. Payment of wages

- The contractor shall make payments to the labourer before 7th of the succeeding month preferably in the presence of Engineer in Charge or his representative. If the contractor is having any difficulty in making payment in the presence of Engineer in Charge or his representative, then the contractor should produce documentary proof

showing that the payments due to the labours, *including details of deposit made against ESI, EPF etc.* and is paid before 7th of the succeeding month. In case the contractor fails to pay by 7th of the succeeding month to the labours, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the labours deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the labours as per the contract agreement till such time the department wishes to continue the work.

ii) The details of the person to be deployed in Central Water Commission such as ESI, EPF, Reg/ID No. etc should be furnished to this office within one month of the deployment.

ii) Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

25. Removal of Contractor's Employee:

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

26. Termination of Contract:

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

27. Contract Period

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

28. Working hours

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

29. Requirement of additional labour:

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

30. Other terms and conditions:

1. The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. The Agency will be responsible for the payment of compensation.
2. The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) ct, 1970, contract Labour (Regulation and Abolition) Central Rules 1971 and child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account.
3. The Contract entered into shall be a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.

4. In case it is noticed by the Executive Engineer or his representative that the work carried out by the Agency is not up to the mark / required standard, 2 days written notice will be given to the Agency, warning the inefficient state of work and asking Agency to improve upon the performance of work within this period. In the event of the department finding that there is no improvement and the work is not being carried out as per instructions, the contract shall be terminated by giving 24 hours notice.
5. The person/persons deputed for the services by agency should attain age of 21 years at the time of contract & should not be more than 50 years & persons should be physically fit. They should submit age proof certificate at the time of joining duty, if asked.
6. In the event of any person/persons of the agency being on leave/absent, the agency shall ensure suitable alternative arrangements to make up for such absence.
7. If any person/persons of the agency while on duty found in condition of drunken state or misbehaving with staff & officers of the individual offices, they will be declared unfit for duty and agency should replace them immediately at the absolute discretion of authority.
8. The persons deployed by the agency should work under the control of the undersigned or by the office authorized representative.
9. **Total of the Price Schedules in Annexure I and II shall be taken into account for the comparative study.**
10. The authority reserves rights to terminate the service of any deployed person without stating any reason at any time or ask for the replacement.
11. The Agency should submit the proof of making payment like wages, ESI, EPF etc to the Personnel deployed on the duty to the undersigned while submitting claim for subsequent months bill.(i.e bill for the month of **July-2017** be supported with documents of deposit made by the contractor against ESI, EPF and also a receipt giving details of wages received by the Labour for the month of **June-2017**.) If the contractor fails to make such documents, the Department may take action to make direct payments to the Labour till such time the contractor produce the documentary proof for making wages, ESI, EPF etc due for the Labour.) In case the contractor fails to make such document for more than 3 months, then the Department may cancel the contract and the Performance guarantee/ security deposit available with the Department will be forfeited
12. The undersigned reserves the right to accept/reject all or any of the tender without assigning any reasons
13. The successful bidder should submit bio-data of the peoples deployed along with a photograph within 15 days of start of work. The bio-data should contain name, fathers name, age, temporary and permanent address etc of the Labour.
14. The Chief Engineer, C&SRO, CWC, Coimbatore may consider in relaxation of any of the terms and condition of the contract if required.
15. The performance guarantee/Security Deposit will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency
16. **The nos. of persons to be deployed may vary depending upon the actual requirements at the time of issue of work order.**

Price Schedule of work for Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under South Western Rivers Sub Division-II, CWC, Kochi under South Western Rivers Division, Cochin

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

Sl. No.	Description works	No of persons Required	Rate per person Month (in Rs.)	Rate for 29 persons Month (in Rs.)	Total Amount for 29 persons for 6 Months (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
	Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under South Western Rivers Sub Division-II, CWC, Kochi.	29 Nos.			
a)	Wages per month (Basic + DA)				
b)	EPF@13.36% for wages as in "a" or 15000/- whichever is less				
c)	ESI @ 4.75% of (Basic + DA)				
	Sub Total				
d)	Service charges and other benefits/charges				
	Total				
e)	Service tax as applicable at prevailing rates				
	Grand Total (in Rs.)				

- NOTE: 1) Filling up of the rate by the agency for the items (a) to (e) in the Price schedule is Mandatory/Compulsory. If any item left blank, the bid shall be treated as unresponsive and will not be considered
- 2) The rate quoted by the agency for the item (a) shall not be less than the minimum wages notified by the office of Chief labour Commissioner(c), New Delhi vide Order No.1/13(3)/2017-LS-II dated 20/04/2017 for the category of Semi skilled labour for Area B

We agree to carry out the work "Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under 'South Western Rivers Sub Division-II, CWC, Kochi.'" as per NIT No.02/SWRD/CWC/2017-18 for a total contract price of Rs..... Amount in figures)
(Rupees..... (in words)

Date:

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

Address of the sites for which the man power required

Sl. No	Address of Gauging sites
1	Site No.23, MANKARA, Central Water Commission, P.O.Mankara, Palakkad Dist, Kerala, Pin: 678613
2	Site No.15, PUDUR, Central Water Commission, P.O.Pudur, Palakkad Dist, Kerala, Pin: 678004
3	Site No.5N, RAMAMANGALAM, Central Water Commission, P.O.Ramamangalam, Ernakulam Dist, Kerala. Pin: 686663
4	Site No.22, KALAMPUR , Central Water Commission, P.O.Enanallur, Dist: Ernakulam, Kerala, Pin:686673
5	Site No. 31, NEELESWARAM, Central Water Commission, P.O. Neeleswaram, (Via) Kalady, Ernakulam District, Kerala, Pin - 683584
6	Site VANDIPERIYAR, Central Water Commission, C/O Ayyappan Kovil, Pasumala Road, Vandiperiyar, Idukki, Kerala, Pin: 685533
7	Site No.14N, ARANGALY, CWC, P.O. Annanad, (Via) Chalakudy - 680324, Trichur Dist, Kerala.
8	Site No 17, KIDANGOOR, Central Water Commission, P.O. Kidangoor (South), Kottayam Dist, Kerala, Pin: 686583

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

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer, South Western Rivers Division, Central Water Commission, “Jaladhara”, Kasturba Nagar, Kadavanthra P.O. Kochi-682020
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https ://www.tcilindiaelectronicstender.com
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, South Western Rivers Division, Central Water Commission, “Jaladhara”, Kasturba Nagar, Kadavanthra P.O. Kochi-682020
4	Job requirement	Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under SWRSD-II, Central water Commission, Kochi.
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 17.05.2017 to 28.05.2017 up to 14.00 hrs from TCIL's e-Tendering portal with URL https://www.tcil-india-electronicstender.com or www.cwc.gov.in . or www.eprocure.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https ://www.tcil-india-electronicstender.com
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Scheduled Bank in favour of Executive Engineer, South Western Rivers Division payable at Kochi.
9	Last date & Time for submission of Bids through TCIL	28.05.2017 (1800 hrs)
10	Earnest Money Deposit amount payable	Rs. 55,440.00
11	Date, time and place of Public tender Opening Event	Online Public opening of Bid shall commence at 15.00 hours on 29.05.2017, Interested bidder or their representative not more than 1 or 2 per bidder may be present in SWRD, CWC, Kochi-682020
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work

CONTRACT/AGREEMENT FORM

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

WHEREAS the Employer is desirous that the Contractor executes the work of **Providing Semi-skilled man power Services for collection of Hydro-Meteorological data from the Hydrological observation sites under SWRSD-II, Central water Commission, Kochi** (hereinafter called "the Works") in response to **NIT No.02/SWRD/CWC/2017-18** and the Employer has accepted the Bid by the Contractor for the above said work **at a contract price of Rs.....**

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

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

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

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

- 1 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing 37 numbers of semi skilled labour in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration for providing 37 numbers of semi skilled labour, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

- a) Notice of Invitation to Bids
- b) Terms and condition of the contract
- c) Letter of Acceptance
- d) Issue of notice to proceed with works
- e) Agreement form
- f) Schedule of work.

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

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

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

In the presence of
 (Witnesses)

(1)

(2)

TERMS AND CONDITIONS OF THE CONTRACT

1. Introduction

Central Water Commission, under Ministry of Water Resources, Govt of India, is an apex technical organization dealing with the water resources development of the country. Cauvery and Southern Rivers Organisation under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. Cauvery and Southern Rivers Organisation is maintaining 97 river gauging sites for collection of Hydrological data. The work proposed is collection of Hydro-meteorological data from the following Hydrological Observation sites under ***South Western Rivers Sub Division-I, CWC, Trivandrum under South Western Rivers Division, Cochin***

Sl. No	Address of Gauging sites
1	Site No. 12N, AYILAM , Central Water Commission, P.O. Ayilam, (Via) Avanavanchery, Attingal, Thiruvananthapuram, Kerala, Pin: 695103
2	Site No.17N, PATTAZHY , Central Water Commission, P.O. Thazhathuvadakku, Enathu (Via), Kollam, Kerala, Pin: 692526
3	Site ASHRAMAM , Central Water Commission, P.O. Suchindrum, Kanyakumari Dist, Tamil Nadu.
4	Site KUZHITHURAI , Central Water Commission, P.O. Kappukadu, Thenkapattanam Road, Marthandam, Kanyakumari Dist, Tamil Nadu
5	Site No.18A, MALAKKARA , Central Water Commission, P.O. Edayaranmula, Aranmula (Via), Chengannur, Kerala, Pin:689532
6	Site No.16N, THUMPAMON , Central Water Commission, P.O. Thumpamon, Pandalam (Via), Pathanamthitta, Kerala, Pin: 689502
7	Site No.18, KALLOOPARA , Central Water Commission, P.O. M.North Puramattom, Pathanamthitta, Kerala, Pin : 689543

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

2. Qualification Criteria of Bidder:

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

- f) The firm should have registered to provide Man power assistance/labour services with Central or State Govt.
- g) Should have registration for EPF, ESI and registration from Labour commissioner
- h) The firm should have 3 years experience in the business of providing man power assistance/labour services.

The firm should enclose documentary proof /evidence to substantiate the eligibility criteria given at **a, b & c** above along with the tender.

3. One Bid per Bidder:

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

4, Contents of bidding documents:

The set of bidding document comprises the documents listed below

- a) Notice of Invitation to Bids
- b) Terms and condition of the contract
- c) Letter of Acceptance
- d) Issue of notice to proceed with works
- e) Contract/Agreement form
- f) Schedule of work
- g) Bank Guaranty for performance security

5 Amendment of Bidding Document:

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

6. Language of the Bid

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

7 Bid Security /EMD

The bidder shall furnish as part of its bid an **EMD of Rs. 31,000/-** in the form of DD/Banker's Cheque of any scheduled bank/cash. The EMD may be forfeited in the following cases:

- iv) If a bidder withdraws his bid during the period of bid validity specified in the terms and condition of the contract.
- v) If a bidder does not accept the correction of errors, (i.e if there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail)
- vi) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

8 Security Deposit/ Performance Guarantee

The successful bidder shall furnish an amount equivalent to 10% of the value of contract as Security Deposit/ Performance Guarantee in the form of DD/Bank Guarantee/NSC/FDRs from any scheduled bank in favour of Executive Engineer, South Western Rivers Division, Central Water Commission payable at Cochin within 10 days of the receipt of letter of acceptance. The

performance guarantee will be forfeited in case termination of the contract by the Department due to lapses on the part of the contractor /agency.

9. Bid Prices:

- i) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- j) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.
- k) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- l) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- m) The rate quoted by the Agency shall be inclusive of monthly wages (Basic plus VDA), Employees Provident fund, ESI/Insurance and all other statutory benefits as per minimum wages act of the State of Kerala.
- n) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works.
- o) The rates shall be quoted in Indian Rupee only.

10. Bid Validity:

Bid shall remain valid for the **period of 60 days** from the date of bid opening. In exceptional circumstances prior of the original bid validity period, the Executive Engineer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.

11. Corrupt and fraudulent practices

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

- (a) Defines for purpose of these provisions, the terms set forth below as follows:-
 - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the contract execution, and
 - (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

12. Clarification of Bidding Documents

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

13. Examination of Bids and Determination of Responsiveness:

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

competitive position of other bidders presenting substantially responsive bids.

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

14. Award criteria

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

15. Notification of Award.

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

16 Dispute Resolution Mechanism:

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

17 Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

18 Changes in Contractor's organization to be approved:

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

19 The Details of work to be performed by the bidder:

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

S. No.	Category of labour/ Post	Minimum Qualification	Age in Years	Description of the work
1.	Semi-skilled	8 th Standard Pass with swimming in rivers and physically fit.	21-40	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 etc. and any other works assigned as per requirement at gauge stations.

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

20. The facilities and input to be provided by the department:

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

The work is assisting the Ex. Engineer or his representative at site in collecting Hydro-meteorological data of the sites. The semi-skilled labours should follow the instruction given by Ex. Engineer or his representative at site.

21 Training:

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

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

22 Payment Terms:

No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer every month within 10 days after obtaining the Bill in triplicate from the agency through concerned subdivision. TDS as applicable will be deducted from every bill.

23 Labour Laws to be complied:

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

24 Display of notice regarding wages etc.

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

25. Payment of wages

- i) The contractor shall make payments to the labours before 10th of the succeeding month preferably in the presence of Executive Engineer or his representative. If the contractor is having any difficulty in making payment in the presence of Executive Engineer or his representative, then the contractor should produce documentary proof showing that the payments due to the labours, *including details of deposit made against ESI, EPF etc.* is paid before 10th of the succeeding month. In case the contractor fails to pay by 10th of the succeeding month to the labours, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the labours deployed by the contractor wishes to continue the work, necessary arrangements will be made by the Department to make payments to the labours as per the contract agreement till such time the department wishes to continue the work.

- ii) Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

26 Removal of Contractor's Employee:

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

27 Termination of Contract:

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

28. Contract Period

The contract is for a period of Six Months, however if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms.

29. Working hours and OTA

The hydro-meteorological data collection at site will start at 08.00 AM. Chart showing the duty hours of labour from 08.00 AM to next day 08.00 AM will be displayed on notice board and labours have to attend the duty as per the duty chart. The working hours in a day is fixed as 9 hours with a normal break and a day off per week. In case the labour has to perform more hours of work then OTA at *pro rata* basis will be paid to the labour.

30. Requirement of additional labour:

The labour deployed is to carry out the work of the gauging sites under SWRSD-I, CWC, Trivandrum. The department may require the service of more Skilled/ semi skilled labour for carrying out similar works in other parts of the state of Kerala/Tamil Nadu. In that case, if the contractor is willing to provide such additional Skilled/semi skilled labour to carry out similar work in other parts of Kerala/ Tamil Nadu then such additional labour provided by the contractor will also be governed by all the terms and conditions of the contract. In such case additional performance guarantee (10% of additional contract value) should be deposited with the department.

31) Other terms and conditions:

- 1) The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. If any incident / accident during the duty period the department will not be held responsible for the same It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- 2) The Agency shall work under the control of the Executive Engineer, South Western Rivers Division or his authorized representative.
- 3) This is purely a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.

- 4) The Chief Engineer, C&SRO, CWC, Coimbatore may consider relaxation of any of the terms and conditions of the contract if required
- 5) The quantity indicated under schedule of work is tentative which can be increased or decreased

-sd-
Executive Engineer

Schedule of Work

[On the letterhead of the Firm]

Sl. No.	Description items	Rates as per minimum wages act	Qty.	Rate	Total Amount (In Rs.)	
			01/06/2016 to 30/11/2016		In Figures	In Words
1	2	3	4	5	6 (4x5)	7
I	Providing Semi Skilled man-power assistance for collection of Hydro-meteorological data					
a)	<i>Wage per month as per Minimum Wages Act of State Government. (Basic + VDA)</i>	9301.50	18 persons			
b)	<i>EPF (Employees Provident fund @ 13.61% of a)</i>					
c)	<i>ESI (@ 4.75% of a) or Workmen Compensation insurance as applicable</i>					
	Sub Total					
	Total I + II					
	Service charges @ ____%					
	Service tax as applicable.					
	Grand Total					

Gross Total Cost: Rs.....

We agree to carry out the work “**Providing Semiskilled and Skilled man power assistance services for collection of Hydro-meteorological data at river gauging sites under South Western Rivers Sub Division-I, CWC, Trivandrum** as per NIT No. 1/2016-17 for a total contract price of Rs..... (Amount in figures) (Rupees..... amount in words) for a period of **6 Months** w.e.f the date of award of work as per the terms and conditions of the contract.

Signature of Agency

Date:

Name of the Authorised Signatory

LETTER OF ACCEPTANCE

To:

(Name and address of the contractor)

Dear Sirs,

This is notify you that your bid dated _____ for execution of the Hydrological data collection of 7 sites under SWRSD-I, CWC, Trivandrum _____ (name of the contract and identification number,) for the Contract Price of Rupees _____ (amount in words and figures)is hereby accepted by the under signed .

You are hereby requested to furnish performance Security of Rs---- with----.
.....

Please acknowledge receipt of this letter.

Yours Sincerely,

Executive Engineer

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

To

_____ (name and address of the contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security of Rs. and signing of the contract for the Hydrological data collection of 13 sites under SWRSD-I, Trivandrum

_____ a Bid Price of Rs. _____ you are hereby instructed to provide -----semi-skilled and -----Skilled labours in accordance with the contract documents.

Yours Sincerely

Executive Engineer

CONTRACT/AGREEMENT FORM

This Contract made the _____ day of _____ to _____
_____ between the President of India acting through (designation) Ministry of
_____, Department of _____, Government of India (Address) (name and
address of Employer) (hereinafter called "the Employer") and _____

(Name and address of contractor) (Hereinafter called "the Contractor" of the other party).

WHEREAS the Employer is desirous that the Contractor executes.

(Name and identification number of contract) (Hereinafter called "the Works") and the Employer
has accepted the Bid by the Contractor for providing---- semi skilled labour and -----number Skilled
labour, at a contract price of Rs.per month for **Six Months**

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

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

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

Binding signature of Employer Signed by _____

(for and on behalf of the President of India)

Binding signature of Contractor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

..... (Name of Employer)
..... (Address of Employer)
.....

WHEREAS..... (Name and address of contractor)
(Hereinafter called “the contractor”) has undertaken, in pursuance of contract
Nodate.....to execute
..... (Name of contract and brief description of works)
(Hereinafter called “the contract”)

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of..... (amount of guarantee).....(in words)
such sum being payable in then types and proportions of currencies in which the contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of Rs. Amount of guarantee as aforesaid without your needing to prove or to show the grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification or the terms of the contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the contractor 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 upto.....

Signature and seal of the guarantor

Name of Bank.....

Address.....

Date.....