

भारत सरकार
जल संसाधन, नदी विकास
और गंगा संरक्षण मंत्रालय
केन्द्रीय जल आयोग
जल विज्ञान मंडल



GOVERNMENT OF INDIA
Ministry of Water Resources,
River Development & Ganga Rejuvenation
CENTRAL WATER COMMISSION
Hydrology Division

NEERVALAM
No. R-81, TNHB Colony,
West Velachery, Chennai-600042.
Phone: 044-29530653
email: ee.chn-cwc@nic.in

Tender No. 8/HD/HQS/NIT/2019/1477-79

Date: 17/06/2019

NOTICE INVITING TENDER

CPWD-6

On behalf of the President of India, EXECUTIVE ENGINEER, HYDROLOGY DIVISION, CENTRAL WATER COMMISSION, "NEERVALAM", PLOT NO.81, TNHB COLONY, NEAR TELEPHONE EXCHANGE, WEST VELACHERY, CHENNAI - 600 042 invites **sealed and super scribed item rate tenders** for the following work from eligible registered firms.

Name of the work	:	Providing Data Entry Operator (Skilled Man Power) at Various locations
Quantity of man power	:	3 Nos
Estimated cost	:	Rs. 9,05,712/-
Earnest Money Deposit	:	Rs. 18114/-
Tender Fee	:	Rs. 500/-

1. The Eligibility Criteria is as follows:

- The Agency should be registered with Central or State Govt.
- The Agency should have registration for EPF, ESI.
- The Agency should have 2 years experience in the business of providing man power Assistance / Labour services.
- The Agency should have valid GST number and PAN number.
- An undertaking that the Agency has not been blacklisted anywhere in past must be furnished.

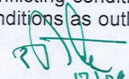
The firm should upload scanned and signed documentary proof / evidence to substantiate the eligibility criteria given at a, b, c, d & e above along with online bid. **Non-submission of these would result in summarily rejection of the Tender.**

- The tender documents can be downloaded online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.in>. The firm has to submit Demand Draft /Banker's Cheque of Rs 500.00 in favor of "Executive Engineer, Hydrology Division, CWC, Chennai" drawn on any scheduled bank payable at Chennai 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.**
- Bids shall be submitted in sealed envelope to the O/o Executive Engineer, Central Water Commission, Hydrology Division, NEERVALAM complex, R-81, TNHB colony, West Velachery, Chennai – 600042 on or before 24/06/2019 @ 11.00 hrs along with EMD and tender fee.** Interested bidder or their representative may be present in O/o. Executive Engineer, Hydrology Division, CWC, Chennai for the **tender opening on 24/06/2019 @ 12.00 hrs.**

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.
5. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.18114/- (Rupees Eighteen Thousand one hundred and fourteen Only) as Earnest Money Deposit (EMD) in the form of Bankers Cheque / Demand Draft of any Scheduled bank drawn in favour of Executive Engineer, Hydrology Division, CWC, Chennai. 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 with in 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. 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 HD, CWC, Chennai (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 shall prevail.


(र. गिरिधर)/(R.GIRIDHAR)

अधिसासी अभियंता/Executive Engineer

प्रतिलिपी/Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru for kind information please.
2. The Sub Divisional Engineer, PSD, CWC, Kadapa.
3. Accounts Branch, HD, CWC, Chennai.

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 document.
- 5) Bids shall be submitted in sealed and super scribed single envelope The tender notice is also available at www.eprocure.gov.in and www.cwc.nic.in
- 6) SUBMISSION OF DOCUMENTS
 - copy of valid registration certificate
 - copy of ESI, EPF Registration Certificate/ GST Registration certificate / PAN No
 - experience certificates of similar works executed as per the tender notice (2 works more than 80% of the tender value may be submitted)
 - copy of an undertaking that the firm has not been blacklisted anywhere in past
 - Signed copy of original tender document
 - Earnest Money Deposit (EMD) and tender fee
- 7) 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.
- 8) 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.
- 9) 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.
- 10) An affirmative determination will be a prerequisite for award of the work to the contractor

SCHEDULES

<u>SCHEDULE 'A'</u>	- Schedule of quantities (Enclosed at Annexure I to III)
<u>SCHEDULE 'B'</u>	-Not applicable
<u>SCHEDULE 'C'</u>	- Not applicable
<u>SCHEDULE 'D'</u>	- Not applicable
<u>SCHEDULE 'E'</u>	- Applicable
<u>SCHEDULE 'F'</u>	- Applicable
<u>SCHEDULE 'E'</u>	- Reference to general conditions of contract

Name of Work: – Providing Data Entry Operator (Skilled Man Power) at various locations

Estimated cost of work: Rs.9,05,712/-

Earnest Money: Rs.18,114/-

Performance Guarantee 5% of tendered value

Officer Inviting Tender: Executive Engineer, Hydrology Division, CWC, Chennai

Definitions:

Engineer-in-Charge: Executive Engineer, Hydrology Division, CWC, Chennai

Accepting Authority: Executive Engineer, Hydrology Division, CWC, Chennai

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 (with a written request) | 5 days |

Clause 2

Authority for fixing Compensation under Clause-2

Superintending Engineer, C&SRC, Bengaluru

Clause 3

Authority for determination of Contract

Executive Engineer, Hydrology Division, CWC,
Chennai**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 Organization 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.

1. Qualification Criteria of Bidder:

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

- a) The Agency should be 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 GST 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.18114/- (Rupees Eighteen Thousand one hundred and fourteen 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 7.5% 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 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, Hydrology Division, Central Water Commission** payable at **Chennai** within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the 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, Hydrology Division, Central Water Commission**

Further a sum @ **2.5%** of the gross amount of the bill shall be deducted from each running bill **as well as final bill** of the contractor as security deposit and the earnest money that is deposited at the time of tender, adjusted against the security deposit. Earnest money shall be adjusted first in the Security Deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. The security deposit will be released after completion of work and payment of the final bill.

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 & GST 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. **Any statutory increase in wages / DA, 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 or equal to 5% of wages in the Price bid 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, Hydrology Division, 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 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 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.	Skilled worker	12 th standard Pass with basic knowledge of computer and data entry	21-50 Male/Female	Online entry of Hydrological and Meteorological Data using eSWIS software and MS office, Office assistance work, Diary ,Dispatch, File maintenance etc.

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.

18. 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 and educational cess on income tax shall be deducted from the bill amount as per prevailing Government of India rules and regulations. **Payment of GST shall be on reimbursement basis on production of proof of payment**

19. Labour Laws to be complied:

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

20. Display of notice regarding wages etc:

The contractor shall before commencement of 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..

21. Payment of wages:

- i) 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.
- iii) 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.

22. 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.

23. 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.

24. Contract Period:

The contract is for a period of 12 months. However, if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms. The No. of Data Entry Operators may be increased or decreased as per the actual requirement.

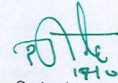
25. Working hours:

The working hour in a day is normally from 09.30 hrs to 18.00 hrs (with ½ hour lunch break). They will be entitled for all Government holidays with non deduction in wages.

26. 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 with in 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. The authority reserves rights to terminate the service of any deployed person without stating any reason at any time or ask for the replacement.
10. 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 2019** 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 2019**). 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
11. **Payment of GST shall be on reimbursement basis on production of proof of payment**
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 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.



अधिशाली अभियंता/Executive Engineer

SCHEDULE A - PROVIDING DATA ENTRY OPERATOR 1 No each at CWC CHENNAI and BENGALURU
Class "A" Area

S No.	Description	Qty	Wages per month (Rs.)
a)	Wages including VDA per month for providing Skilled Man Power – for office work in Class A Area @ Rs. 710/- per day w.e.f 01/04/19	1 No	18460.00
b)	Employees Provident fund @ 13.00% of a)		2400.00
c)	ESI @ 4.75% of a)		877.00
d)	Sub Total I		21737.00
e)	Service charges in (%) of a)		
f)	Sub Total II		
g)	GST@18%		
	Total / person / month		
	Total for 2 person / month		
	Grand Total for 1 year		

SCHEDULE A - PROVIDING DATA ENTRY OPERATOR 1 No at CWC KADAPA
Class "C" Area

S No.	Description	Qty	Wages per month (Rs.)
a)	Wages including VDA per month for providing Skilled Man Power for office work in Class C Area @ Rs. 551/- per day w.e.f 01/04/19	1 No	14326.00
b)	Employees Provident fund @ 13.00% of a)		1862.00
c)	ESI @ 4.75% of a)		681.00
d)	Sub Total I		16869.00
e)	Service charges in (%) of a)		
f)	Sub Total II		
g)	GST@18%		
	Total / person / month		
	Grand Total for 1 year		

The rate quoted by the agency shall be as per Order no 1/8(3)/2019-LS-II dated 27/03/19 issued by Chief Labour Commissioner (C), Ministry of Labour & Employment

We agree to carry out the work **"Providing Skilled Man Power Services under Hydrology Division, Central Water Commission, Chennai"**. as per Tender No.8/HD/HQS/NIT/2019/1477-79 dated 17/06/2019 for a total contract price of Rs..... (in figures) (Rupees..... (in words))

Date:

Signature of Agency

AGREEMENT FORM

This Contract made on the day of2019 between the President of India acting through Executive Engineer, Central Water Commission under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India, Hydrology Division, "Neervalam" R-81, TNHB Colony, Near BSNL Telephone Exchange, West Velachery, Chennai – 600042 (hereinafter called "the Employer") and M/s.(hereinafter called "the Contractor").

WHEREAS the Employer is desirous that the Contractor executes the work of "Providing skilled man power" in response to Tender No.8/HD/HQS/NIT/2019/1477-79 dated 17/06/2019 and the Employer has accepted the BID by the Contractor **at a contract price of Rs.....**

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 and instructions in writing and in respect of accordance with, such conditions so far as applicable.

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

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

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

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 3 nos skilled man power in conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor for providing 3 nos skilled man power, 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.

Signature of the Contractor

अधिशसीअभियंता/ExecutiveEngineer

Witness:

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer, Hydrology Division, Central Water Commission, NEERVALAM complex, R-81, TNHB colony, West Velachery, Chennai - 600042
2	Mode of submission of tender	Sealed and super scribed item rate tender
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, Hydrology Division, Central Water Commission, NEERVALAM complex, R-81, TNHB colony, West Velachery, Chennai - 600042
4	Job requirement	Providing Skilled Man power for Data Entry services under HD, CWC, Chennai for a period of 12 months (01/07/2019 to 30/06/2019)
5	Validity of the Tender	60 Days
6	Issuance of the tender	Tender can be downloaded from www.cwc.gov.in . or www.eprocure.gov.in .
7	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, Hydrology Division payable at Chennai
8	Last date & Time for submission of Bids through TCIL	24/06/2019 (11.00 hrs)
9	Earnest Money Deposit amount payable	Rs.18,114/-
10	Date, time and place of Public tender Opening Event	Public opening of Bid shall commence at 12.00 hours on 24/06/2019, Interested bidder or their representative may be present in O/o EE, HD, CWC, Chennai - 600042
11	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work.