



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

नीरवलम / NEERVALAM
सख्या.आर-81,टी.एन.एच.बी. कोलोनी / No. R-81, TNHB Colony,
पश्चिम बेलाचेरी, चैन्ने-600042 / West Velachery, Chennai-600042.
दूर संचार / Phone: 044-22554250
email: eecwcchennai@yahoo.co.in

Tender No. 19/HD/HQS/NIT/2019/134-136

दिनांक/Date: 10/01/2019

NOTICE INVITING E - 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 **online tenders** for the following works from eligible firms under **single stage bid system**.

Name of the work	:	Providing Semi Skilled Man Power Assistance Services under PPSD, CWC, Chennai
Quantity	:	Semi Skilled - 10 Nos
Period of Contract	:	February 2019 to July 2019 – 6 months
Estimated cost	:	Rs. 10, 35, 528/-
Earnest Money Deposit	:	Rs. 20, 710/-
Tender Fee	:	Rs. 500/-

1. The Eligibility Criteria for technical bid is as follows:

- The firm should have registered to provide Man Power Assistance / labour services with labour departments of Central or State Government.
- The firm should have registered with EPF, ESI.
- The firm should have minimum 3 years experience from the date of registration in the business of providing man power assistance/labour services (limited to 3 proofs).
- The firm should have a valid GST registration number and PAN number.
- Satisfactory Certificate (limited to 3 proofs) for providing man power from any State / Central Government Office or PSU during the period 2015-18.

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

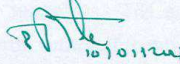
- The NIT and tender can be downloaded from TCIL's e-tendering portal with URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in. However in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.

3. However, the technical bid of the tenders will be opened by the department on receipt of the cost of EMD & Tender fee as demand draft in favour of **Executive Engineer, Hydrology Division, CWC, Chennai payable at Chennai on or before 19/01/2019 12.00 hrs.**
4. Tenders, in single bid system, (both technical and financial bid) will be received online by the Executive Engineer, Hydrology Division, Central Water Commission, R-81, TNHB colony, West Velachery, Chennai – 600042. **The tenders (both technical and financial bid) will be opened online by the Executive Engineer or his authorized representative on 19/01/2019 at 16.00 hrs.**
5. The Quantity of man power may however vary during signing of contract.
6. 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.
7. In case of a partnership, the agreement signed between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
8. One of the partners of the firm will be identified in the agreement as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
9. The bid shall include all the relevant documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents. Any additional information requested by the department during the course of evaluation of the technical bid shall be supplied within the time limits set by the department.
10. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
11. The tender shall be valid for a period of 60 days from opening date of the bid.

प्रतिलिपी/Copy to:

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


(र. गिरिधर)/(R.GIRIDHAR)
अधिशाली अभियंता/Executive Engineer
V.Vijayadurai/10/01/2019
(AD-2)


अधिशाली अभियंता/Executive Engineer
V.Vijayadurai/10/01/2019
(AD-2)

TERMS AND CONDITIONS OF THE CONTRACT

Introduction :

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. Cauvery and Southern Rivers Organization, Coimbatore 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 providing semi skilled man power assistance for PPSD, CWC, Chennai.

1. 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. **Bidder's signature is mandatory in each page of the tender document.**

2. Signing the tender :

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952(documents to be enclosed).

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

3. Contents of bidding documents :

The set of bidding document comprises the documents listed below

- a) Notice Inviting E-Tender
- b) EMD & Tender Fee
- c) Terms and Conditions of the contract
- d) Contract/Agreement form – CPWD 8
- e) Schedule of work
- f) Performance Guarantee in the form of DD or Bank Guarantee.

4. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the department 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 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.

5. Language of the Bid:

All documents relating to the bid shall be in the English language or Regional language.

6. SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-indiaelectrontender.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 „Supplier Organization“ link under "Registration" (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

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

Important Note: To minimize teething problems during the use of ETS (including 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@til-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 Supplier organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement

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

As soon as a Bid is decrypted with the corresponding "Pass-Phrase" as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual "Tender Opening Event" is therefore replaced with this superior and convenient form of "Public Online Tender Opening Event (TOE)". ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled "Minutes of Online

Tender Opening Event (TOE)" covering all important activities of "Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many

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

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance 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 Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz "Date and Time of Closure of Procurement of Tender Documents" and "Last Date and Time of Receipt of Bids". Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
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.

Minimum Requirements at Bidder’s End

Computer System with good configuration (Min core i3, 3.4 GHz, 4 GB DDR 3, 500GB HDD, Windows7 professional), Broad band connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

7. Earnest Money Deposit :

The bidder shall furnish as part of its bid an EMD of Rs. **20710/- (Rupees Twenty thousand seven hundred and ten only)** in the form of DD from any scheduled bank. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws his 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.

8. Security Deposit / Performance Guarantee :

The successful bidder shall furnish an amount equivalent to 5% of contract value as Security Deposit / Performance Guarantee in the form of DD or Bank Guarantee from any scheduled bank in favour of **Executive Engineer, Hydrology Division, Central Water Commission payable at Chennai** within 15 days from issue of the letter of acceptance. **The performance guarantee shall have validity for a period of 08 months, in case of submission through BG.** The performance guarantee will be returned to the agency only after satisfactory completion of the work and proper settlement of EPF dues to the beneficiary. The performance guarantee will be forfeited in case of termination of the contract by the Department due to lapses in the settlement of EPF to the beneficiary.

9. 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, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.
- c) The rate quoted by the tenderers shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) 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.
- e) The rate quoted by the agency shall contain monthly wages (Basic plus VDA), Employees Provident fund, ESI and all other statutory benefits as per minimum wages act for the year 2018-19.
- f) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works.
- g) If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- h) The rates shall be quoted in Indian Rupee only.
- i) **Service charges quoted less than or equal to 5% shall be summarily rejected. Value up to 2 decimals will only be considered for evaluation. Service charges shall be the percentage of minimum wages only and not EPF, ESI and other charges.**
- j) **If two or more agencies have quoted the same service charges, then lot system as per CPWD manual 2014 will be followed for further process.**

10. Bid Validity :

Bid shall remain valid for the period of 60 days from the date of technical 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 only.

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 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 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 department 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 department 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 SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru 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 15 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form along with performance guarantee.

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 Post	Qualification	Age / Sex	Description of the work
1.	Semi Skilled – Office / Site work	A pass in 8 th standard	21-50/ Male / Female	To carry out the office / site works instructed by the department

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 man power should ensure the safety of the complex, office files, handle the instruments/tools required for the maintenance of garden 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 man power 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, 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. The semi-skilled man power should follow the instruction given by Executive Engineer or his representative at office.

21. Payment Terms:

The payment will be released to the agency by the Executive Engineer after obtaining the Bill in triplicate from the agency through concerned section / subdivision. TDS as applicable will be deducted from every bill. Service tax filing is to be done by the agency as per norms. Proofs in connection with TDS and Service Tax may be produced as and when requested by the department.

22. Labour Laws to be complied:

The contractor shall strictly comply with the provisions of all latest amended central and state labour laws from time to time.

23. Display of notice regarding wages etc :

The Engineer-in-charge shall display and continue to display and correctly maintain in a clear and legible condition at in conspicuous 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.

24. Payment of wages:

- i) **The contractor shall make payments to the man power before 7th of the succeeding month through their bank accounts only. Wages paid by cash will not be accepted. If the man power employed is not having a bank account, then a savings bank account may be opened.**
- ii) Wages shall be paid to the man power by the agency without any deductions of any kind except those specified by the Central / State Government by general or special order in this behalf permissible under the Payment of Wages Act.
- iii) The contributions in EPF & ESI amount as per government norms should invariably be attached with the bill every month without which the payment will not be made to the agency. EPF pass book may be issued to the beneficiary or an online EPF account may be created so that the contributions of employee and employer are verified by the labour for their benefits.
- iv) It is the duty of the contractor to extend co-operation in all possible means so that the man power becomes well aware of the government procedures in withdrawal of EPF amount. ESI card and service may be made available to the man power upon their request.
- v) The proof of wages by bank deposit slip / transaction statement shall be invariably attached failing which the bill will not be cleared for payments.
- vi) The Electronic Challan cum Return (ECR) shall be invariably attached with the bill clearly indicating employee and employer contributions.
- vii) **Deduction in wages other than EPF / ESI will lead to violation of the labour laws and subsequent termination of the contract.**
- viii) **Improper wages to the man power will lead to termination of the contract and the agency will not be considered for future scope of works.**

25. Removal of Contractor's Employee:

The Executive Engineer may require the contractor to dismiss or remove man power employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the man power can be terminated / replaced by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a man power the contractor should provide substitute immediately. Any change in the man power working at a particular site / location shall be replaced by a new person after intimating the same in writing and getting approval from the Executive Engineer or his authorized representative.

26. Termination of Contract:

If the contractor does not comply with labour laws and contract conditions, the Executive Engineer may terminate the contract and the performance guarantee will be forfeited.

27. Contract Period:

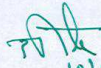
The contract is for a period of 6 months, however if the Department wishes, then the contract can be extended for further period of 6 months on mutually acceptable terms.

28. Working hours:

The working hours in a day is fixed as 8 hours per day for site and office work with one day weekly off.

29. Other terms and conditions:

- i) The Department will not be responsible for any injury sustained to the man power during the performance of their duties. Any expenditure incurred by the department to face the situation arising out of act of workers will be made good by the agency. If any incident / accident occurred during the duty period, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- ii) The Agency shall work under the control of the Executive Engineer, Hydrology Division or his authorized representative.
- iii) 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.
- iv) In case of any lapse in duty/negligence with public/staff of CWC, written notice shall be given to the agency. In the event of department not satisfied with the behaviour of the man power, the firm shall re nominate another person immediately after intimating the same in writing to the department.
- v) The semi skilled man power cannot claim any regularization of the work/post within the department as it is purely a contract and not employment. An undertaking in this regard is to be signed by the man power.


10/01/2019
अधिशाली अभियंता/Executive Engineer
V.V. Jyotsna/10/01/2019

SCHEDULES

SCHEDULE 'A'	:	Applicable (enclosed)
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 the work

Name of the work	:	Providing Semi Skilled Man Power Assistance to PPSD, CWC, Chennai
Estimated Cost	:	Rs. 10, 35, 528/-
EMD @ 2%	:	Rs. 20, 710/-
Performance Guarantee	:	5% of contract value to successful bidder

SCHEDULE 'F'

Office Inviting Tender	:	Executive Engineer, Hydrology Division, Central Water Commission, Plot No R-81, TNHB colony, West Velachery, Chennai – 600042.
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Definitions:

Engineer-in-charge	:	Sub Division Engineer, PPSP, CWC, Chennai
Accepting Authority	:	Executive Engineer, Hydrology Division, CWC, Chennai
Department	:	Central Water Commission
Clause 1	:	Applicable
Clause 2	:	
Authority for fixing compensation	:	Superintending Engineer, C&SRC, CWC, Bengaluru
Clause 3	:	
Authority for determination of tender	:	Executive Engineer, HD, CWC, Chennai
Clause 3A	:	Applicable
Clause 11	:	Applicable
Clause 15	:	Applicable
Clause 16	:	Applicable
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.

SCHEDULE A - PROVIDING SEMI SKILLED MAN POWER SERVICES under PSD, CWC, Kadapa
Class "A" Area

S No.	Description	Rates as per minimum wages act	Rate / person / month
I	Providing Semi Skilled man power assistance for office work		
a)	Wage per month as per Minimum Wages issued by Ministry of Labour & Employment w.e.f 28/09/2018 (Basic + VDA)	617	16042.00
b)	Employees Provident fund @ 13.00% of a)		2085.46
c)	ESI @ 4.75% of a)		762.00
d)	Sub Total I		18889.46
e)	Service charges in (%)		
f)	Sub Total II		
g)	GST@18%		
	Total / person / month		
	Total for 1 person / month		
	Grand Total for 6 months		

S No.	Description	Rates as per minimum wages act	Rate / person / month
I	Providing Semi Skilled man power assistance for office / site work		
a)	Wage per month as per Minimum Wages issued by Ministry of Labour & Employment w.e.f 28/09/2018 (Basic + VDA)	437	11362.00
b)	Employees Provident fund @ 13.00% of a)		1477.06
c)	ESI @ 4.75% of a)		539.70
d)	Sub Total I		13378.76
e)	Service charges in (%)		
f)	Sub Total II		
g)	GST@18%		
	Total / person / month		
	Total for 9 person / month		
	Grand Total for 6 months		

NOTE:

- 1) The rate quoted by the agency for the item (a) shall not be less than the minimum wages by the office of Chief Labour Commissioner(C),New Delhi vide Order No.1/10(6)/2018-LS-II dated 28/09/2018 for the category of Semi Skilled man power for "C" &"A" Area.

We agree to carry out the work "Providing Semi Skilled Man Power Assistance Services under CDSD, Central Water Commission, Karaikal". as per Tender No.19/HD/HQS/NIT/2019/ dated 10/01/2019 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 10 nos semi skilled man power" in response to Tender No.19/HD/HQS/NIT/2019 /dated 10/01/2019 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 10 nos semi skilled man power in conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor for providing 10 nos semi 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.

अधिकासी अभियंता/Executive Engineer

Signature of Contractor

For & on behalf of the President of India

Witness:

Witness:

Location of sites under Palar Ponnaiyar Sub Division, Central Water Commission, Chennai

S.No	Name	Address
1.	O/o Sub Divisional Engineer, Palar Ponnaiyar Sub Division	R-81, TNHB Colony, West Velachery, Chennai – 600042.
2.	Site – Magaral 12° 42' 34" N 79° 44' 57" E	Magaral Post, Kancheepuram District, Tamil Nadu - 631 603.
3.	Site – Sullurpet 13° 42' 28" N 80° 00' 36" E	Mannar Polur Post, Nellore District, Andhra Pradesh - 524 121.
4.	Site – Kumarapalayam 11° 59' 00" N 79° 40' 50" E	Kaliyammann Koil Street, Kumarapalayam Village, Valuthavoor Post, Pondicherry - 605 502.
5.	Site – Arcot 12° 54' 50" N 79° 20' 00" E	Taluk Office compound, Arcot, Tamil Nadu - 632 503.
6.	Site – Kudalaiyathur 11° 25' 20" N 79° 28' 15" E	Kayalakudi, Kattumannar Koil Taluk, Cuddalore District, Tamil Nadu - 608 702.
7.	Site – Naidupet 13° 56' 54" N 79° 53' 46" E	Near Swarnamukhi Bridge, Thummur Post, Nellore District, Andhra Pradesh - 525 126.
8.	Site – Chengalpet 12° 39' 00" N 79° 56' 50" E	G.S.T. Road, Mamandur Post, Kancheepuram District, Tamil Nadu - 603 111.
9.	Site – Villupuram 11° 52' 14" N 79° 27' 34" E	Pythambadi Village, Panruti Taluk, Cuddalore District, Tamil Nadu - 607 101.
10.	Site – Vazhavachanur 12° 03' 57" N 78° 58' 41" E	Vazhavachanur Post, Chengam Taluk, Thiruvannamalai District, Tamil Nadu - 606 753.

