

NIT No.102/06/NIT/2019/901-04 dated 05.04.2019  
TCIL Reference No.CWC-2019-TN000111



**Government of India**  
**Central Water Commission**  
**Planning & Investigation Division, Faridabad**

**TENDER DOCUMENT**

**Providing Services of Supervisors, Semi Skilled/unskilled Manpower for  
Hydrological Observations at various Sites on River Mahakali and its  
Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur**

**Last Date for Submission of e-Tender: 30.04.2019 (up to 16:00 hrs.)**  
**Due Date For Opening of e-Tender: 01.05.2019 (at 11:00 hrs.)**

Officer Inviting Tender:

**The Executive Engineer,**  
**Planning & Investigation Division, CWC,**  
**Qtr No. 1064-68, NH-IV, NIT,**  
**Faridabad, Haryana 121001**  
Phone: (0129) 2412576  
e-mail: pi-cwc@nic.in

**Estimated cost:Rs. 39,85,000/-**  
**(Rupees Thirty Nine Lakh Eighty Five Thousand Only)**

**(April 2019)**

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NIT No.102/06/NIT/2019/901-04 dated 05.04.2019  
TCIL Reference No. CWC-2019-TN000111

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
PLANNING & INVESTIGATION DIVISION, FARIDABAD**

**Brief of Tender**

Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only)
Start date for sale of tenders	From 11:00 hrs. On 06/04/2019
Last date for sale of tenders	Up to 16:00 Hrs of 29/04/2019
Seek clarification period	06/04/2019 to 20/04/2019
Last date, time and place of online submission of tender	30.04.2019, 16:00 Hrs. online in the office of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad.
Mode of Submission of Tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>
Earnest Money Deposit to be submitted with the tender	Rs. 80,000/- (Rupees Eighty Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Planning & Investigation Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad. A part of the earnest money is acceptable in the form of Bank Guarantee also. In such cases 50% of EMD or Rs. 20 Lakh, whichever is less will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee from a scheduled bank as per Performa given in Standard Form/ Performa. In case a part of the EMD is submitted in the form of the Bank Guarantee it shall remain valid for a period of six months from the date of submission of tender.
Date, time and place of opening of tender	01.05.2019, 11:00 Hrs. in the office of the <i>Executive Engineer</i> , Planning & Investigation Division, CWC, Faridabad.

**This tender document contains (43) pages**

**Issued to :**

**Date of Receipt of Tender fee :**

**Date of Issue :**

**Signature of the Issuing Authority :**

**The Executive Engineer,  
Planning & Investigation Division, CWC,  
Qtr No. 1064-68, NH-IV, NIT,  
Faridabad, Haryana 121001  
Phone: (0129) 2412576  
E-mail: pi-cwc@nic.in**

**NOTICE INVITING E-TENDER (Press Notice)**

The Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad on behalf of the President of India invites bid by e- tendering from the authorized/ registered service provider for the following Works:

**Name of Work:-**Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur.

**NIT No.** 102/06/NIT/2019/901-04 dated 05.04.2019

**TCIL Reference No.** CWC-2019-TN000111

S. No.	Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs.)	Period of Contract
1	Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur	39,85,000/-	80,000/-	500.00	From 1st June, 2019 to 31st May, 2020.

E-tender will be available on TCIL web site URL <https://www.tcil-india-electronictender.com> from 06.04.2019 (11:00 hrs) to 29.04.2019 (up to 16:00 hrs) for sale. For more details visit [www.cwc.gov.in](http://www.cwc.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in).

-Sd-  
Executive Engineer  
Planning & Investigation Division,  
Central Water Commission, Faridabad

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
PLANNING & INVESTIGATION DIVISION**

Qtr No. 1064-68, NH-IV, NIT Faridabad, Haryana  
Tel Ph: 0129-2412576 email: pi-cwc@nic.in

**NIT No. 102/06/NIT/2019/901-04**

**Dated:05.04.2019**

**NOTICE INVITING TENDER (NIT)**

The Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad invites online e-Tenders on behalf of President of India in two envelop comprising of Technical (eligibility criteria) and financial bid on item rate basis from eligible contractors for the following work:

**1. Name of work: “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur”.**

**Estimated Cost:** Rs. 39,85,000/- (Rupees Twenty Three Lakh One Thousand only).

**Earnest Money:** Rs. 80,000/- (Rupees Eighty Thousand only).

**Duration of the Contract:** 12 (Twelve)/ 5 (Five) months i.e. in between the Contract period of one year i.e. from 1st June 2019 to 31st May 2020.

Detail of Period & place of Deployment of manpower will be as below:

S.No.	Name of the Site	No. of Supervisors required to be outsourced	No. of Full Time Staff required to be outsourced		No. of Seasonal Staff required to be outsourced	No. of Part Time Sweeper to be outsourced
		Highly Skilled	Semi Skilled	Un Skilled	Semi Skilled	Un Skilled
1	G&D Site, Pancheswar	1	1	0	2	0
2	G&D Site, Rameshwar	1	1	0	2	0
3	G&D Site, Purnagiri	1	0	0	2	0
4	G&D Site, Rupaligarh	1	0	0	2	0
5	Gauge Site, Dharchula	0	1	0	2	0
6	Gauge Site, Jhulaghat	0	0	0	2	0
7	Raingauge/Snow station, Narayan Ashram	0	0	0	0	0
8	Raingauge/Snow station, Tizzam	0	0	0	0	0
9	Raingauge Station, Khetikhan	0	1	0	0	0
10	Raingauge Station, Berinag	0	0	0	0	0
11	Raingauge Station, Baijnath	0	1	0	0	0
12	Raingauge Station, Tejam	0	0	0	0	0
13	Raingauge Station, Pharsali	0	0	0	0	0
14	PHO Sub Division, Tanakpur	0	0	1	0	1
15	Pancheswar Colony & Rest House	0	0	1	0	0
16	Tamli Transit Camp & Office	0	0	1	0	0
	<b>Total</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>12</b>	<b>1</b>

Requirement of manpower at various sites/places as shown above is indicative only and may change slightly at the time of awarding the work or during execution of work. Manpower will be engaged as per requirement of work at various sites.

## 2. Eligibility criteria:

- I. Contractor should be registered with CPWD, MES, P.W.D, Railways, Tele- Communication, Irrigation etc. or having a valid licence from the Regional Labour Commissioner from Central or State Govt.
- II. The Contractor must have valid PAN, EPF, ESI and Goods & Service Tax registration at the time of submission of bid.
- III. The contractor must have at least 3 yrs of experience in providing similar services.
- IV. The firm must have Average Annual Turnover of Rs. 50 Lakh or more during last three Financial years.
- V. The contractor should not be black listed.
- VI. The contractor should not have any litigation for non compliance of the minimum wages as per the Minimum wages Act 1948.

Required documents in support of eligibility criteria (I-VI as above) should be submitted along with the tender/bid.

3. The tender forms and other details can be purchased from the O/o the Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1064-68, NH- IV, NIT, Faridabad, Haryana 121001 **on payment of Rs. 500/- in cash or through A/C payee demand draft (Non-Refundable)** drawn on any schedule bank in favour of the Executive Engineer, Planning & Investigation, CWC, Faridabad payable at Faridabad **from 06/04/2019(11.00 hrs) to 30/04/2019 ( Up to 16.00 hrs)**. The tender forms complete in all respects **should be submitted online by 16.00 hrs on 30.04.2019**. Last date & Time of receipt of queries pertaining to tender document is 20/04/2019 (up to 16:00 hrs.).

4. Tender can be freely downloaded from central procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), [www.cwc.nic.in](http://www.cwc.nic.in) and [www.tcil-electronictender.com](http://www.tcil-electronictender.com). But tender will be opened only after payment is made as per point (3) above as cost of tender.

5. The bids will be opened online at **01.05.2019 at 11:00 Hrs** in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, Planning & Investigation Division, CWC, Faridabad-121001.

6. 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](http://www.cwc.gov.in) or [www.eprocure.gov.in](http://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>**.

**7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL <https://www.tcil-india-electronictender.com>**

The competent authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All tenders, in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

-Sd-  
Executive Engineer  
Planning & Investigation Division,

## Copy To:

1. Superintending Engineer(C), YBO, CWC, New Delhi
2. Superintending Engineer, Planning Circle, Faridabad
3. Sub Divisional Engineer, PHO, CWC, Tanakpur
4. Account Branch PID,CWC, Faridabad

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : Haryana  
CIRCLE : Planning Circle, Faridabad  
DIVISION : Planning & Investigation Division, Faridabad  
ORGANISATION : Yamuna Basin Organization, New Delhi

**Item Rate Tender & Contract for Works**

Tender for the work of : “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur”.

(i) Sale of Tender from 06/04/2019 (11.00 hrs) to 29/04/2019 (Up to 16.00 hrs).

(ii) To be submitted online by 16.00 hours on or before 30.04.2019.

(iii) To be opened online in presence of tenderer (s) who may be present at 11.00 hours on 01.05.2019 in the office of *Executive Engineer*, Planning & Investigation Division, Qtr. No. 1064-68, NH-IV, NIT, Faridabad, Haryana 121001.

Issued to: \_\_\_\_\_  
(Contractor)

Signature of officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of Issue \_\_\_\_\_

**TENDER**

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E, & F, Specifications applicable, 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 and agree to abide by them.

I/We hereby tender for the execution of the work “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur” for the period as specified in this tender ” from the date of start of the work specified for the President of India within the time specified in schedule ‘F’, viz., schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Ninety (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs. 80000/- (Rupees Eighty Thousand only) is hereby submitted by way of .....dated .....as Earnest Money Deposit (EMD). I further state that I shall deposit an amount equal to 5% of the tendered and accepted value of work (without limit) as Performance Guarantee in the prescribed form within 07 days of issue of the letter of acceptance. If

I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

Further, if I/we fail to commence the work as specified, I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money absolutely and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit. I agree that the department shall deduct a sum @ 5% of the gross amount of the bill from each running bill, till the sum along with the sum already deposited as Earnest Money amounts to security deposit @ 5% of the tendered amount of the work.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we have already furnished security to the President of India in lieu of earnest amount and have deposited with the Chairman, CWC, New Delhi a lump sum security of Rs..... as earnest amount in individual cases & I/we, therefore claim exemption in terms of the bond executed by me/us and bearing no.\_\_\_\_\_ dated\_\_\_\_\_ against the necessity of depositing earnest amount in respect of the above tender for work. I/We agree that should the President of India or his successors in office decide to forfeit earnest amount mentioned for this work, unless a sum equal to the earnest amount is paid by us forthwith, the competent authority, for President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other amount due to me /us under this contract or otherwise.

I/we hereby declare that I/we shall treat the tender documents, data collected from sites, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State. I undertake to maintain the secrecy of data being observed at above sites and not to share it with any person/agency.

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

A C C E P T A N C E



The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the president of India for a sum of Rs. ....  
 (Rupees.....  
 .....)

The letters to below shall form part of this contract Agreement:-

(a)

(b)

(c)

For & on behalf of the President of India

Signature.....

Designation .....

Dated .....

## **SCHEDULES**

**SCHEDULE 'A'**- Schedule of quantities (Enclosed at page 22 of this Tender Document)

**SCHEDULE 'B'**- Not applicable

**SCHEDULE 'C'**- Not applicable

**SCHEDULE 'D'**- Not applicable

**SCHEDULE 'E'**- Not applicable

**SCHEDULE 'F'**- Reference to terms and conditions of contract

**Name of work:** "Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur".

<b>Earnest Money Deposit:</b>	Rs. 80000/- (Rupees Eighty Thousand only)
<b>Security Deposit:</b>	5% of the tendered and accepted value of work
<b>Performance guarantee:</b>	5% of the tendered and accepted value of work
<b>General Rules &amp; Directions:</b>	
<b>Officer inviting tender:</b>	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1064-68, NH-IV, NIT, Faridabad, Haryana-121001.
<b>Definitions:</b>	
2(v) Engineer- in Charge:	Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1064-68, NH-IV, NIT, Faridabad, Haryana-121001
2(viii) Accepting Authority:	Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1064-68, NH-IV, NIT, Faridabad, Haryana-121001
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
2(xi) Department:	Central Water Commission
2(xii) Standard schedule of rate	As per minimum wages act 1948 for salary.
9(ii) Standard CPWD contract form:	CPWD form 8 as modified & corrected up to 2003
<b>Clause 2</b>	
Authority for fixing Compensation under clause 2.	SUPERINTENDING ENGINEER, PLANNING CIRCLE FARIDABAD
<b>Clause 5</b>	
Time allowed for execution of work	One Year (i.e from 01/06/2019 to 31/05/2020) Contract period will be for 12 months except for Seasonal manpower, which will be required for 5 months.

Authority to give fair and reasonable

Executive Engineer, Planning & Investigation Division,

Extension of time for completion of work

Central Water Commission, Qtr. No. 1064-68, NH-IV,  
NIT, Faridabad, Haryana 121001

#### Clause 11

Specifications to be followed for  
Execution of work.

As mentioned under the scope of work.

#### Clause 16

Competent authority for  
Deciding reduced rates.

Not Applicable

#### Clause 36

Minimum qualification & experience required for Principal Technical Representative	Not applicable
---------------------------------------------------------------------------------------------	----------------

a) For works with estimated cost put to tender  
more than

i) Rs. 10 Lakhs for civil work

Not Applicable

ii) Rs. 5 Lakh for Elect./Mech. Works

Not Applicable

b) For works with estimated cost put to tender

i) More than Rs. 5 Lakh but less than  
Rs. 10 Lakh for Civil work.

Not Applicable

ii) More than Rs. 1 Lakh but less than  
Rs. 5 Lakh for Elect./Mech. works

Not Applicable

c) Discipline to which the Principal Technical  
Representative should belong:

He/She should be a registered contractor as  
specified above.

d) Minimum experience of works

Three Years

e) Recovery to be effected from the contractor  
in the event of not fulfilling provision of  
clause 36

Not applicable

### **SCOPE OF WORK**

The O/o Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad is involved in the observation of Hydrological/Meteorological/Snow data at various Hydrological Observation (H.O.)/Snow sites on the river Mahakali/Sarda/Sarju in the state of Uttarakhand to assist the discharge of the duties so assigned, the competent authority on behalf of the President of India has decided to outsource certain services pertinent to the work as described in the tender. The estimated cost of the proposed work for a period of 12(Twelve)months/5 months Rs. 39,85,000/-(Rupees Twenty Three Lakh One Thousand) only.

The work precisely is “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur”. Manpower services will be required at Pancheshwar, Rameshwar, Purnagiri, Rupaligarh, Dharchula, Jhulaghat, Narain Ashram, Tizzam, Khetikhan, Berinag, Baijnath, Tejam, Pharsali, Camp & Colony at Pancheshwar, Site office at Tamli and Sub-Divisional office at Tanakpur. The services of Sweeper is required at PHO Sub Division, Tanakpur office. The "Period of Contract" will be one year i.e. from 01/06/2019 to 31/05/2020.

The work of Supervisors includes, Hydrological and Meteorological Observation, Calculation of Discharge, making Hydrograph, Taking X-Section and other survey works, recording of data in Registers/Forms, communication of data to Sub Division/Division office as instructed by Engineer-in-charge or his representatives.

The work of Semi Skilled Staff will include assisting in Hydrological & Meteorological Observation, Data Entry, Maintenance of Files and Records, upkeep of site office etc.

The work of Un Skilled worker will include maintenance of H.O. site office/Transit Camp/Rest House/Sub Division office, maintenance of approach path, store, cleaning & Sweeping of office premises and other office works of routine nature, and all those work as directed by SDE/JE/site-in-charge on the instructions of the Engineer-in-charge.

The work of Part Time Sweeper includes cleaning & sweeping of office premises, rooms, toilets, cutting of grass and bushes etc.

## **INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS**

### **Introduction:**

Before submitting the tenders the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the *Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad (Department)* in writing before 20/04/2019. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the *Department* are understood by the contractor. **No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.**

### **Eligibility criteria:**

- I. Contractor should be registered with CPWD, MES, P.W.D, Railways, Tele- Communication, Irrigation etc. or having a valid licence from the Regional Labour Commissioner from Central or State Govt.
- II. The Contractor must have valid PAN, EPF, ESI and Goods & Service Tax registration at the time of submission of bid.
- III. The contractor must have at least 3 yrs of experience in providing similar services.
- IV. The firm must have Average Annual Turnover of Rs. 50 Lakh or more during last three Financial years.
- V. The contractor should not be black listed.
- VI. The contractor should not have any litigation for non compliance of the minimum wages as per the Minimum wages Act 1948.

Required documents in support of eligibility criteria (I-VI as above) should be submitted along with the tender/bid.

### **Period of validity of tenders:**

The tender for the work shall remain valid for a period of ninety (90) days from the date of opening of tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money if any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, and to forfeit the whole of the Earnest Money if the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the *Department* may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing. The validity period of EMD so submitted shall also be suitably extended by the tenderer/bidder. A tenderer may refuse the request for an extension of the period of validity of tender without getting his EMD forfeited.

### **Earnest Money Deposit (EMD):**

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 80000/- (Rupees Eighty Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Planning & Investigation Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad, (vi) Bank Guarantee from a scheduled bank as per given proforma. A part of the earnest money is acceptable in the form of Bank Guarantee also. In such cases 50% of EMD or Rs. 20 Lakh, whichever is less will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee from a scheduled bank as per proforma given in Standard Form/ Proforma. In case the part of EMD is submitted in the form of the Bank Guarantee it shall remain valid for a period of six months from the date of submission of tender. The tenders unaccompanied by EMD shall be rejected summarily. Unsuccessful tenderer's EMD shall be returned as per rule and successful

tenderer's EMD shall become part of Security Deposit and shall be discharged as per rules. The EMD shall be forfeited in the circumstances as given below:

- a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification 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 50% of the Earnest Money absolutely.
- b. If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- c. If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period within 07 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.
- d. If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- e. In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- f. No interest shall be paid by the Department on the EMD to any bidder, whether successful or unsuccessful.

A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

#### **Opening of Tenders:**

The tender shall be opened online on 01.05.2019 at 11.00 hrs. in the office of the Executive Engineer, Planning & Investigation Division, Qtr. 1064-68, NH-IV, NIT, Faridabad, Haryana 121001 in the presence of those tenderer/bidder or their authorised representative who choose to attend.

#### **General:**

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderer are expected to understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2014 and its subsequent amendments from time to time will be applicable/binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member 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 submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and same is prohibited and is liable to result in termination of the contract.

- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderers.
- The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.
- The tenderer should visit the site and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, any and also site conditions. Whether the tenderer visits the site or not, he is deemed to have visited the site and ascertained the entire site conditions. The tenderer shall allow in his tender for extras likely to be incurred due to such conditions. No claim shall be entertained on this account, under any circumstances from the contractor.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderer are advised to inspect and examine the locations of Mahakali/Sarda River i.e. Pancheshwar, Rameshwar, Purnagiri, Rupaligarh, Dharchula, Jhulaghat, Narain Ashram, Tizzam, Khetikhan, Berinag, Baijnath, Tejam, Pharsali, Tamli, Sub Division office of CWC at Tanakpur etc. where manpower are to be provided and satisfy himself with the site conditions, the means of access to the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the sites. Whether the tenderer/bidder inspects the sites or not, no extra charges consequent on any misunderstanding or otherwise shall be allowed. It is clarified that no charges shall be paid by department to bidders for making visit to these sites in order to acquaint themselves with the requirement of the work for submitting the tender.
- The tenderer shall be responsible for arranging and maintaining at his own cost for the stay of persons to be engaged at the CWC, Sites along with stay, electricity access, water facilities for workers and all other services required for executing the work. The successful tenderer shall keep the manpower engaged under insurance cover for the entire period of the contract. Nothing extra shall be paid on this account. Submission of a tender by a tenderer/bidder 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 other factors having a bearing on the execution of the work.
- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, site where he is engaged; with his/her left/right hand rolled thumb impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractor.
- All aspects of verification (police verification, address verification, document verification etc.) of the persons to be employed shall be the sole responsibility of the contractor and no compensation shall be claimed for that.
- Agreement shall be signed with the successful tenderer/bidder on prescribed proforma given in this tender document at page 38-39. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at 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.
- The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person 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 render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instruction provided in the "Instruction 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](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in)

- Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central public Procurement Portal “(CPP) website <https://eprocure.gov.in> and [www.cwc.nic.in](http://www.cwc.nic.in) shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, And CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and CPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
  - a. The tender form and financial bid submitted by the tenderer online;
  - b. Tender document
  - c. Amendment to the tender document;
  - d. Post tender opening Correspondences both online and offline; and
  - e. Purchase’s notification of award of the contract.

## • SUBMISSION OF DOCUMENTS

- i. The following documents are to be furnished online in the Technical bid part (i.e. Eligibility criteria) by the Contractor along with bid as per the tender document:
  - a. Signed and scanned Technical Bid as per tender document.
  - b. Signed and scanned copy of registration certificate of firm.
  - c. Signed and scanned copy of PAN, EPF, ESI and Service Tax Registration Certificate of the firm.
  - d. Signed and scanned copy of experience certificates of similar works executed as per the tender notice.
  - e. Signed and Scanned copy of ITCC (copy of Income Tax Return filed for Financial year 2015-16, 2016-17, 2017-18).
  - f. Signed and Scanned copy of payment proof for Service Tax/GST, EPF & ESI paid in 2015-16, 2016-17, 2017-18 or later.
  - g. Any other document in support of the Bid.
- ii. The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:
  - a. Signed and scanned price schedule as per tender document.
- iii. Before tender opening date bidders are required to furnish following at the office, EE, PID, Faridabad.
  - a. Cost of the tender (well before last date of sale of tender).
  - b. EMD (well before date of submission of tender).
  - c. Signed Hard copies of documents in support of their bid.
  - d. Pass-phrase for opening of technical and financial Bids:- Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for the technical & financial bids. 1<sup>st</sup> small Envelope shall clearly marked “pass-phrase for Technical bid” and 2<sup>nd</sup> small Envelope shall clearly marked as “pass-phrase for Financial bid”. Bigger envelope shall be marked as “pass –phrases for tender of providing manpower.



### **Schedule of Quantities, Rates and Amount:**

- The rates quoted by the tenderer shall take into account the minimum wages in force as per the minimum wages Act 1948 and shall remain valid during the period of work, unless revised by the Govt. of India/Uttarakhand. In case of revision of Minimum wages by Govt. of India/Uttarakhand, difference in wages, difference in EPF contribution and difference in Insurance will be paid extra to the contractor. The rates shall be given as per the format given in Price Schedule. Rates shall not be quoted on optional basis. Tenders having optional rates shall be summarily rejected. The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document. The schedule of quantities is compensation. The manpower requirement shall be indented as and when required in requisite quantity.
  - a. All rates shall be quoted in Indian Rupees only.
  - b. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.
  - c. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totalling of unit rates, the unit rates shall prevail.
  - d. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates (page 26-28 of this tender document). Any correction, overwriting etc. should be duly initialled.
  - e. Tendered rates are inclusive of the taxes and Levis payable under the respective statutes. However pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax or levy is imposed by the statute, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, PID, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
  - f. The rates quoted shall be all inclusive of ESI, EPF and Service Tax etc., and nothing extra shall be paid over and above the quoted rate.
  - g. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorised representative of Government.
  - h. The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46<sup>th</sup> Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

### **Contents of Tender Document:**

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum /addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- i. Notice Inviting Tender (Press Notice)
- ii. Notice Inviting Tender (CPWD-6)
- iii. Item rate tender & Contract for Works (CPWD-8)
- iv. Format for Acceptance
- v. Schedules
- vi. Scope of Work
- vii. Information and Instructions to Tenderers/Bidders
- viii. Schedule of Quantities, Technical & Financial Bid Format.
- ix. Terms & conditions of Contract
- x. Other conditions
- xi. Contract/Agreement format
- xii. Standard Form/ Proforma
- xiii. Index map

## **TENDERING PROCESS**

### **i. Marking and submission of tenders:**

The tender shall be submitted online only.

The tenders should submit both “Technical bid (Eligibility Criteria)” and “Financial Bid” online. The specifications should be same as given in this tender or higher. The EMD should be in sealed envelope duly marked as “EMD” and must reach office of Executive Engineer well before last date of submission of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

The Purchaser may, at its discretion, extend this deadline for submission of tender by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenders previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

### **ii. Opening of Bids.**

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

Financial Bids of only those bidders who are found technically acceptable (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present online, or offline or both.

### **iii. Evaluation of tenders:-**

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

a) The Technical Bids (eligibility criteria) will be evaluated based on the track record and past experience of the firm in providing similar services to Government/Semi-Government Agencies.

b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document.

### **iv. Award of work:**

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favour of Executive Engineer, Planning & Investigation Division, CWC, Faridabad valid up to 120 days beyond the date of expiry of the contract period. The contract period shall expire after twelve months from the date of start of work i.e. 31<sup>st</sup> March, 2020, whichever is earlier. It may be noted that Contract/Agreement shall be

signed with successful bidder only after submission of Performance Guarantee. No work should be started before Issue of letter for commencement of the works or signing of Contract/ Agreement. The period of 12 months shall be reckoned from the 1st June, 2020.

### **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-india-electronictender.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.

### **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 the 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):  
+91-11-26202699 (Multiple lines)  
Emergency Support Mobile Numbers:  
+91-9868393775, 9868393717, 9868393792  
[ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)

E-mail ID

## Some Bidding related Information for this Tender (Sealed 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 Encrypter™ 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

issuch 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 on line 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 enhances 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-electrontender.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, 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.

### **Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)  
Broadband connectivity  
Microsoft Internet Explorer 6.0 or above  
Digital Certificate(s)

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**SCHEDULE OF QUANTITIES, TECHNICAL BID & FINACIAL BID**

S.No.	Name of the Site	No. of Supervisors required to be outsourced	No. of Full Time Staff required to be outsourced		No. of Seasonal Staff required to be outsourced	No. of Part Time Sweeper to be outsourced
		Highly Skilled	Semi Skilled	Un Skilled	Semi Skilled	Un Skilled
		Period 12 months from 01.06.2019 to 31.05.2020	Period 12 months from 01.06.2019 to 31.05.2020		Period 5months from 01.06.2019 to 31.10.2019	Period 12 months from 01.06.2019 to 31.05.2020
1	G&D Site, Pancheswar	1	1	0	2	0
2	G&D Site, Rameshwar	1	1	0	2	0
3	G&D Site, Purnagiri	1	0	0	2	0
4	G&D Site, Rupaligarh	1	0	0	2	0
5	Gauge Site, Dharchula	0	1	0	2	0
6	Gauge Site, Jhulaghat	0	0	0	2	0
7	Raingauge/Snow station, Narayan Ashram	0	0	0	0	0
8	Raingauge/Snow station, Tizzam	0	0	0	0	0
9	Raingauge Station, Khetikhan	0	1	0	0	0
10	Raingauge Station, Berinag	0	0	0	0	0
11	Raingauge Station, Baijnath	0	1	0	0	0
12	Raingauge Station, Tejam	0	0	0	0	0
13	Raingauge Station, Pharsali	0	0	0	0	0
14	PHO Sub Division, Tanakpur	0	0	1	0	1
15	Pancheshwar Colony & Rest House	0	0	1	0	0
16	Tamli Transit Camp & Office	0	0	1	0	0
	<b>Total</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>12</b>	<b>1</b>



**TECHNICAL BID**

(To be furnished online only. Offline bids are not acceptable under this contract)

TENDER NO: CWC-2019-TN000111

Dated :05.04.2019

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

To,

The Executive Engineer,  
Planning & Investigation Division,  
Central Water Commission,  
Qtr. No. 1064-68, NH- IV, NIT  
Faridabad, Haryana 121001

Subject:- Technical Bid for Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur - Reg.

**Sir**

I am hereby submitting my Technical Bid as under:

1.	Name of the Bidding Agency	
	Postal Address	
	Phone: Mobile: Fax: Email:	
2.	Is your concern Recognized/Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tick as applicable Recognised by Govt. of India Registered under Companies Act Registered under state/central labour department Registered under Shops and Establishment act Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)		
3.	Date of establishment of the agency	
4.	Name of the contact person, Designation, Mobile number and E-mail.	

5.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Labour License Number (copy to be enclosed)	
8.	GST Registration Number (copy to be enclosed)	
9.	EPF Registration Number (copy to be enclosed)	
10.	ESI Registration Number (copy to be enclosed)	
11.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
12.	Length of experience in the field	
13.	List of other clients	
14.	Whether agency profile is attached	
15.	Financial turnover of the tendering company/firm/agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
16.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	
17.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere	

	in India. (If no, a certificate is to be attached in this regard)	
18.	Turn over during last three financial years 2015-16 2016-17 2017-18	
18.	Income Tax return filed (Attach proof) for last three financial years	

Yours faithfully,

(Authorised Signatory)  
(with name/designation, contact No.& seal)

## FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

TENDER NO:CWC-2019-TN000111

Dated 05.04.2019

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

To,

The Executive Engineer,  
Planning & Investigation Division,  
Central Water Commission,  
Qtr. No. 1064-68, NH- IV, NIT  
Faridabad, Haryana 121001

Subject :- Financial Bid for Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur - Reg.

Sir,

With reference to your tender published on TCIL website on dated 06.04.2019 the subject mentioned above, I/We quote the rate for above mentioned work as under:

	Particulars	Rate(in Figures)	Rate(in words)	Total in Rs
<b>A. Supervisors</b> : Highly Skilled Manpower Services for Hydrological Observations on Streams/Rivers	Basic Monthly Wages as per latest Chief Labour Commissioner, Govt. of India Order per person per month - Considering 26 days of working and 4 days of paid rest (monthly wages = daily wages x 26 days)			
	<b>ESI</b>			
	Employer's contribution			
	Employee's contribution			
	<b>EPF</b>			
	Employer's contribution			
	Employee's contribution			
	Service Charges/ Contractor's profit per person per month demanded (both in amount and percentage of basic minimum wage)			
	Any other charges (Pl. indicate)			
	Liabilities, if applicable (in detail)			
	GST			
	Any other tax			
	<b>Total Monthly Charges (Rs) -</b>			
	<b>Total Charges for 48 Man-months</b>			
<b>B. Semi Skilled</b> Manpower Services for Hydrological Observations on Streams/Rivers - Full Time	Basic Monthly Wages as per latest Chief Labour Commissioner, Govt. of India Order per person per month - Considering 26 days of working and 4 days of paid rest (monthly wages = daily wages x 26 days)			
	<b>ESI</b>			
	Employer's contribution			
	Employee's contribution			

	<b>EPF</b>			
	Employer's contribution			
	Employee's contribution			
	Service Charges/ Contractor's profit per person per month demanded (both in amount and percentage of basic minimum wage)			
	Any other charges (Pl. indicate)			
	Liabilities, if applicable (in detail)			
	GST			
	Any other tax			
	<b>Total Monthly Charges (Rs)</b>			
	<b>Total Charges for 60 Man-months</b>			
<b>C. Semi Skilled</b> Manpower Services for Hydrological Observations on Streams/Rivers - Seasonal	Basic Monthly Wages as per latest Chief Labour Commissioner, Govt. of India Order per person per month - Considering 26 days of working and 4 days of paid rest (monthly wages = daily wages x 26 days)			
	<b>ESI</b>			
	Employer's contribution			
	Employee's contribution			
	<b>EPF</b>			
	Employer's contribution			
	Employee's contribution			
	Service Charges/ Contractor's profit per person per month demanded (both in amount and percentage of basic minimum wage)			
	Any other charges (Pl. indicate)			
	Liabilities, if applicable (in detail)			
	GST			
	Any other tax			
	<b>Total Monthly Charges (Rs)</b>			
	<b>Total Charges for 60 Man-months</b>			
<b>D. Un Skilled</b> Manpower Services for Site office/Transit Camp/Rest House/Sub Division office	Basic Monthly Wages as per latest Chief Labour Commissioner, Govt. of India Order per person per month - Considering 26 days of working and 4 days of paid rest (monthly wages = daily wages x 26 days)			
	<b>ESI</b>			
	Employer's contribution			
	Employee's contribution			
	<b>EPF</b>			
	Employer's contribution			
	Employee's contribution			
	Service Charges/ Contractor's profit per person per month demanded (both in amount and percentage of basic minimum wage)			
	Any other charges (Pl. indicate)			
	Liabilities, if applicable (in detail)			
	GST			
	Any other tax			
	<b>Total Monthly Charges (Rs)</b>			

	<b>Total Charges for 36 Man-months</b>			
<b>E. Part Time Sweeper(Un Skilled) for PHO Sub Division, Tanakpur</b>	Basic Monthly Wages as per latest Chief Labour Commissioner, Govt. of India Order per person per month - Considering 26 days of working and 4 days of paid rest (monthly wages = daily wages x 26 days x 0.5)			
	<b>ESI</b>			
	Employer's contribution			
	Employee's contribution			
	<b>EPF</b>			
	Employer's contribution			
	Employee's contribution			
	Service Charges/ Contractor's profit per person per month demanded (both in amount and percentage of basic minimum wage)			
	Any other charges (Pl. indicate)			
	Liabilities, if applicable (in detail)			
	GST			
	Any other tax			
	<b>Total Monthly Charges (Rs)</b>			
	<b>Total Charges for 12 Man-months</b>			
	<b>Grand Total (A+B+C+D+E)</b>			

Any other points to be mentioned:

1. I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of GST or any other tax payable to the Government.

Yours faithfully,

(Authorised Signatory)  
(with name/designation, contact No.& seal)

## **TERMS & CONDITIONS OF CONTRACT**

### **Definitions:**

**Work means:** “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur under the administrative control of the Executive Engineer, Planning & Investigation Division, Faridabad”.

**Central Water Commission “CWC”** means the organisation headed by Chairman with headquarters at New Delhi and offices all over India.

**Contract** means the agreement reached by the Executive Engineer, P&I Division, CWC, Faridabad and the contractor for the purpose of the work mentioned in this document. All documents, letters, correspondence exchanged for this work shall be part of the contract.

**Contract Price:** The cost of services identified in the contractor’s proposal is included in the contract Price in totality. This shall include such additions/alterations made as allowed under this contract.

**Notices** shall be deemed to include any approvals, consents, instructions, certificates and clarifications to be given under this contract.

The **Department** is: The Executive Engineer, Planning & Investigation Division, CWC, Qtr No. 1064-68, NH-IV, NIT, Faridabad, Haryana 121001 as a purchaser on behalf of The President of India.

**Contractor:** The contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the work detailed in this document.

The **Contract Period/Execution Period** is the period during which the contractor is liable to provide manpower / remedial actions without any additional cost to the purchaser.

**Non-Responsive Tender:** Any tender not meeting all the requirements mentioned in the tender document.

**Engineer-in-Charge is:** The Executive Engineer, P&I Division, CWC, Faridabad or any other officer designated by him.

### **Interpretations:**

**Language:** Shall be English only for the purpose of the contract.

**Context:** The singular and plural shall be interchangeable as per the context of the contract.

### **Documents which will form the part of Contract Agreement:**

- a) Tender Document issued to the contractor and duly submitted by him duly signed;
- b) Amendments/Corrigendum to the tender document, if any;
- c) Letter of the contractor submitting the tender;
- d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
- e) Rate and Amount of tender/bid quoted by the contractor;
- f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
- g) Letter of the Executive Engineer communicating acceptance of the tender;
- h) Letter of the Executive Engineer regarding commencement of the work;
- i) Performance security;
- j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

### **Contractor’s responsibilities and obligations:**

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge. **The contractor shall take direction/instruction from Engineer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Engineer-in-Charge shall be borne by contractor only.**
- b. The Supervisors supplied by the contractor must be at least Diploma in Civil / Mechanical Engineering from a recognised institute (copies of all certificates & marks sheets are to be submitted). He shall be physically and mentally fit to carry out the work assigned to him. He should have sufficient knowledge of Computer, MS Words, Excel, Power Point, operation of Android based mobile, Sending & Receiving

SMS, using Google Map, using Whatsapp and my GPS (for lat long) software etc. He should have atleast one android based mobile phone with internet connection. The address of Supervisors supplied (alongwith Aadhar Card or any other address proof) & antecedents must be submitted to this office before start of the work.

- c. The Semi skilled manpower supplied by the contractor must be at least 10<sup>th</sup> pass (copy of 10<sup>th</sup> pass certificate & marks sheet to be submitted), shall be physically and mentally fit to carryout the work assigned to him. He should have sufficient knowledge of operation of Android based mobile, Sending & Receiving SMS etc. The address of semi skilled manpower supplied (alongwith Aadhar Card or any other address proof) & antecedents must be submitted to this office before start of the work.
- d. The Un skilled manpower supplied by the contractor must be at least 8<sup>th</sup> pass (copy of 8<sup>th</sup> pass certificate & marks sheet to be submitted), shall be physically and mentally fit to carryout the work assigned to him. The address of manpower supplied (alongwith Aadhar Card or any other address proof) & antecedents must be submitted to this office before start of the work.
- e. The Part Time Sweeper supplied by the contractor shall be physically and mentally fit to carryout the work assigned to him and must willing to do the Sweeping & Cleaning services. The address of manpower supplied (alongwith Aadhar Card or any other address proof) & antecedents must be submitted to this office before start of the work.
- f. Contractor must provide mobile number of all its employees deployed at site.
- g. The duty hours of the all manpower except Part time sweeper shall be 8 hours per day. For Part time sweeper duty hours will be 4 hours per day in morning shift.
- h. As the Site office remain open all 7 days, manpower deployed at site will be provided one day rest in each week. The manpower at site will be deployed in Shift duties. Timing of shifts will be decided by the Engineer-in-charge. Only three national Holidays will be allowed to the manpower deployed at sites.
- i. Sub Division at Tanakpur functions 6 day a week, with Sunday rest and remain closed on all gazetted holidays. The manpower at Sub Division office may be deployed in day/Shift duties. Timing of day duties will be from 9:00AM to 5:30 PM with half an hour lunch break. Timing of shifts will be decided by the Engineer-in-charge. Only three national Holidays will be allowed.
- j. The manpower supplied by the contractor should be insured at his own cost. The contractor is obliged to work closely with the Department and abide by the directives that are consistent with the terms of the contract. The contractor is responsible for managing the activities of his manpower and shall be responsible for any misdemeanour.
- k. The contractor shall be solely responsible for all payments to its staff including statutory payments like EPF, ESI, payments under Workmen's Compensation Act or any other act of the Government as applicable during the period of the contract. The Department shall not be responsible for any payment to the staff of the contractor under any circumstances.
- l. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- m. The contractor shall pay not less than minimum wage as per the minimum wages act, 1948 as applicable in the state of Uttarakhand as per Chief labour Commissioner, Govt. of India orders from time to time to the manpower engaged by him on the work.
- n. This contract shall not be sublet without the written permission of the Department. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
- o. In respect of all manpower directly or indirectly employed in the works for the performance of his contract, the Contractor shall comply with or cause to be complied with the CPWD Contractor's Labour



Regulations made by the Government from time to time regarding payment of wages/ wage period, deduction for wages, recovery of wages not paid maintenance of wage register, wage cards, publication of scale of wages and other terms of employments, inspection and submission of periodical return and all other matters of like nature.

- p. Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules 1950, or the Uttarakhand minimum wage rule the contractor is bound to allow or cause to be allowed to the manpower directly or indirectly employed in the works one day rest of six days continuous work and pay wages at the same rates as for duty. In the event of default the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any amount due to contractor.
- q. Vis-a-vis Central Government the contractors shall be primarily liable for all payments to be made, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.

#### **Department's responsibilities and obligations:**

- The T&P like Life Jacket shall be supplied by the department. Any damage to the T&P and instruments due to carelessness/negligence on the part of manpower supplied by the contractor shall be recovered from the contractor.
- In every case in which by virtue of provisions of Section 12, Subsection (i) of the Workmen's Compensation Act 1923, Government is obliged to pay compensation to a workman employed by the contractor in execution of the works, Government shall recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.
- The Department shall have the right to deduct from the amount due to the contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of Deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulations.
- Whenever any claim, against the contractor for the payment of a sum of amount arises out or under the contract, Govt. shall be entitled to recover such sum by appropriating, in part or whole the security deposit of the contractor, and to any government Promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from the sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Government. Should this sum be not sufficient to the full amount recoverable, the contractor shall pay to Government on demand the balance amount remaining due.
- The contractor shall confirm to the provision of any Government Acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said acts or laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates, and all other fees payable to the local authorities.
- Sub Divisional Engineer will ensure that all the manpower will be utilised on all day except national holidays and weekly rest.

#### **Duration of contract:**

Duration of the contract shall be 12 months i.e. 1<sup>st</sup> June 2019 to 31<sup>st</sup> May 2020.

**Programme of Work:**

Immediately after issuance of commencement of works or signing of the contract the contractor shall make necessary arrangements for starting the work. The contractor shall formally intimate the Department the date of actual start of commencement of the work. This date of start of work once accepted by the Department shall be treated as the date of commencement of the contract period.

**Losses, Liabilities and Costs:**

The contractor shall indemnify and hold harmless the Department and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of the contract.

If the contractor or his manpower break, deface, injure or destroy any Instrument/Govt. property at site or office he shall make good the same at his own expense and in that event of his refusing or failing to do so, the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.

The contractor shall solely be responsible for all acts of commission/ omission of its employees. The contractor shall be responsible in the event of any theft or damage to Govt. property during the tenure of the agreement either due to negligence or connivance of its employees and shall reimburse the administration for any loss suffered by it during the period of contract.

**Force Majeure:**

For purposes of this clause. "Force Majeure" shall mean an event beyond the control of the contractor and not involving the contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

If an event of Force Majeure continues for a period of fifteen (15) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for products already delivered or services already performed.

No Claim or increased costs shall be entertained attributing to Force Majeure.

**Contract Price:**

The contract price is the negotiated total amount as per the rates quoted by the tenderer on the basis of minimum wages in use as per the Minimum Wages Act 1948, which shall be valid during the entire contract period, if there is no any revision of Minimum wages by Govt. of Uttarakhand. In case of revision of Minimum wages by Govt. of Uttarakhand, difference in wages, difference in EPF contribution and difference in Insurance will be paid extra to the contractor.

The rates shall be given as per the format given in the Schedule of rates.

**Terms of Payment:**

The payment shall be made on monthly basis in Indian Rupees by taking into account the minimum wages in use as per the Minimum Wages Act 1948. No deviation in the payment terms mentioned in the tender is permissible. If a tenderer does not explicitly agree with the payment terms, the tender shall be rejected for non-responsiveness. In the case of partnership firms, receipt for payments made to a firm must also be signed by each partner, except

where the 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 a person having the authority to give effectual receipts for the firm.

Contractor should obtain the duly verified copy of attendance of manpower provided at various sites, for the previous month, from the SDE/JE, PHOSD or by SDE(HQ)/JE(HQ), P&ID by 3<sup>rd</sup> of each month, and submit the bill latest by 5<sup>th</sup> of the month. Contractor should make payment to his employees as early as possible. The contractor should submit the receipt of payment made to his employees duly signed by the employees; statement/proof of having depositing the EPF amount and GST and next running bill by 5<sup>th</sup> of the month. A penalty of Rs. 500 per day will be imposed/levied on the contractor for delay of each day after 5<sup>th</sup> of the month in submitting the receipts of payment made to his employees; statement/proof of having depositing the EPF amount and Service Tax and the next running bill till all four documents are submitted to this office in complete form. Submission of documents in part will not give exemption from penalty.

**Department has the right to increase or decrease the work/deployment of the manpower as per the work requirement during the contract period. If total number of manpower actually engaged in any month is less or more than the prescribed quantity, payment will be made for only actual number of manpower engaged at the quoted rate. Monthly payment will be made based upon actual number of working days in that month.**

#### **Taxes and Duties:**

The TDS & GST shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

#### **Performance Guarantee/Security Deposit:**

**Performance Guarantee:** Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 07 days of issue of the letter of acceptance.

**Security Deposit:** Earnest Money Deposit (EMD) of successful tenderer/bidder will form the part of Security Deposit. A sum @ 5% of the gross amount of the bill from each running bill will be deducted till the sum alongwith the sum already deposited as Earnest Money equals to security deposit @ 5% of the tendered amount of the work.

#### **Advances:**

No advance payment will be made under this contract.

#### **Claims:**

Government shall not be bound to contract any claim made against it under Section 12, Sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

#### **Observance of Law:**

- a. The contract shall be construed and operated as an Indian contract and as per Indian law applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. The contractor shall observe all the labour and mercantile laws which may all not be mentioned below but are pertinent to this work.

**PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED AS PER MINIMUM WAGES ACT 1948.**

The contractor shall comply with the provisions of Minimum Wages Act 1948 or any other statutory modification or re-enactment thereof or rules framed there under with regard to payment of wages to all persons employed by him under this agreement and shall indemnify the Department or its servants, officers from and against any claim or prosecution/proceeding under the Act or any Regulation as against claim made by such employee or on his behalf bear any authority. The contractor should arrange weekly paid rest to the manpower engaged as per the Act by arranging separate rest giver for which no additional payment shall be made by the Department.

#### **RESPONSIBILITY FOR COMPLAINE WITH THE PROVISION OF EMPLOYMENT OF CHILDRENS ACT:**

The contractor(s) shall at all times duly observe the provisions of Employment of Children Act. XXVI of 1938 and any re-enactment or modification of same and shall not employ or permit any person to do any work for the purpose or under the provisions of this agreement in contravention of the provisions of the said Act.

The contractor(s) hereby agree(s) to indemnify the Department office from and against all claims and penalties which by reason of any default on the part of the contractor(s) in the due observance and performance of the provisions of Employment of Children Act. XXVI of 1938, or any re-enactment or modification of the same.

#### **RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABLITY ACT:**

Neither the contractor not any of his employee or Agent, shall at any time during the continuance of this agreement practice untouchability in any form whatsoever in the course of or in any manner connected with the working of this agreement, nor impose any disability whatsoever against any person on the ground of untouchability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the untouchability (offences) Act XXII of 1955 and any re-enactment or modification thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said Act. The contractor hereby agrees to indemnify the Department form and against all actions, claims and penalties which may be suffered by the Department or by any person employed by it, by reason of any fault on the part of re-enactment or modification thereof for the time being in force. In the event of failure of the contractor, his agents or servants, at any time during the continuance of this agreement, should duly observe and comply with the provisions of this said act, or any re-enactment or modification thereof for the time being in force, or in the event of failure on the part of contractor, his servants or agents to duly observe and comply with provisions of this clause, the Department, without prejudice of its other rights and remedies whether under this agreement or by Law and without prejudice to any penalty to which the contractor or his servants or agent, may be subject under the provisions of the untouchability (offences) Act-1955 shall be entitled to terminate this agreement forthwith and without any notice to the contractor, and the contractors shall not be entitled to claim any compensation or damages from the Department on account of such termination.

#### ***LIABILITY UNDER WORKMEN'S COMPANSATION ACT OR OTHERWISE***

The contractor shall at all time indemnify the *Department* against all claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modification thereof or rules there under or otherwise for or in respect of any workmen, labour, servants, or any persons in the employment of the contractor's and engaged in the performance of this business relating to the contract. The contract at all times shall also take all risk of accident to such workmen, labour or servant and against all cost and expenses incurred by the *Department* in connection there with and (without prejudice to any other means of recovery) the *Department* shall be entitled to deduct from the amount due to the contractor whether under this agreement or by other agreement, all amount paid or payable by the *Department* by way or compensation aforesaid or for costs, expenses in connection with any claim there to. The contractor shall abide by the decision of the *Department*.

#### **Termination of Contract:**

Termination of contract on death – Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the *Department* shall have the option of terminating the contract without compensation to the contractor.

#### ***For Department's convenience***

The Department can terminate the contract at any time by giving a 15 day notice to the contractor on the recommendation of the Engineer-in-charge. The contractor shall have no claim to any payment/compensation or otherwise whatsoever on account of any expenses made on the manpower or other resources for this work. After the termination of the contract or after the cessation of the requirement of manpower the tender shall not have right or the manpower shall not have any right to claim for continuation in any form both in terms of payment and employment. ***The contract shall automatically expire on the conclusion of the contract period unless extended further with the mutual consent of the contracting agency and the undersigned on the same terms and conditions or with some additions/deletion/modifications for further specific period.***

#### ***For Contractor's Default***

The Department may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the contractor to carry out the specified work for 14 calendar days from the date of issue of notice may be a sufficient ground for termination of the contract by the *Department*.

- If the contractor becomes bankrupt or insolvent
- If the contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
- If the contractor neglects its obligations under this contract.
- If the contractor has furnished any false documents.
- If the contractor is guilty of confidentiality.

#### ***Termination by Contractor***

The contractor can terminate the contract with a 90 day notice only in case if he/it is unable to carry out his/its obligations of the contract for any reason.

#### ***On termination***

- a. The contractor shall cease further work.
- b. The contractor shall handover at the premises of the purchaser all the facilities (material or whatsoever) made available by the purchaser for the performance of the contract.
- c. Under such circumstances, only the contract price properly attributable to the part of work duly valued by the *Department* shall be payable by the *Department* on the contractor. The decision of the *Department* shall be final in this respect.

#### **Extension of the Contract**

If agreed by the both parties, contract can be extended for a maximum period of 3 months beyond the 31st May, 2020 on same terms & conditions.

#### **Liquidated Damages:**

##### **Penalty:**

i) In case of non-availability of services of the manpower on any day, absconding while on duty, penalty shall be imposed at the rate Rs. 100/- per person and shall be recovered from the monthly bills of the contractor.

**ii)** Contractor should obtain the duly verified copy of attendance of manpower provided at various sites, for the previous month, from the SDE/JE, SHSD by 3<sup>rd</sup> of each month or by JE(Hq), SHD if both SDE/JE, SHSD are on leave or on tour on 3<sup>rd</sup>, and submit the bill latest by 5<sup>th</sup> of the month. Contractor should make payment to his employees as early as possible. The contractor should submit the receipt of payment made to his employees duly signed by the employee; statement/proof of having depositing the EPF amount and Service Tax and next running bill by 5<sup>th</sup> of the month. A penalty of Rs. 500 per day will be imposed/levied on the contractor for delay of each day after 5<sup>th</sup> of the month in submitting the receipts of payment made to his employees; statement/proof of having depositing the EPF amount and Service Tax and the next running bill till all four documents are submitted to this office in complete form. Submission of documents in part will not give exemption from penalty.

The contract may also be terminated on the recommendations of the Engineer-in-charge, if the situation warrants so.

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

**Disputes:** The decision of the *Department* shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as disputes. The contractor may address its intension with evidence for the settlement of dispute in writing to the *Department*. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

**Settlement of Disputes:** The settlement of all the disputes of any kind arising out of the contract shall be first through a mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

## **OTHER CONDITIONS**

### **1. MODEL RULES**

Should it appear to the Engineer-in-charge that the Contractor (s) is/are not properly observing and complying with the Model rules for the protection of health and sanitary arrangements for manpower employed by the Contractor(s) requiring that the said rules be complied with, the amenities prescribed therein be provided to the manpower within a reasonable time to be specified in the notice. If the contractor fails within the period specified in the notice to comply with, observe the said rules and to provide the amenities to the work people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractors. The contractor (s) shall erect and maintain at his/their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their manpower on the site in connection with the execution of work and if the same shall not have been erected on construction according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) a requiring that the said huts and sanitary arrangements be remodelled and or reconstructed according to approved Standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangement according to approved standards within the period specified in the notices and Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor.

### **2. PROHIBITION OF INTOXICATION WHILE ON DUTY**

The contractor(s) or his/their supervisor and personnel shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If any supervisor/personnel is found in drunken/intoxicated state he shall be summarily discharged from service. Moreover the contract shall also be liable for termination with penalty, on which the decision of the *Department* shall be final.

### **3. OBSERVANCE OF EMPLOYEES STATE INSURANCE ACT 1948 AND PF ACT 1952.**

The Contractor shall observe all the provisions of the Employees State Insurance Act, 1948 and the Employees Provident Fund Act, 1952 duly amended from time to time where ever applicable and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the Hydrological observation services.

### **4. WITHHOLDING OF PAYMENT**

The *Department* shall have the right and be entitled to with hold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the Executive Engineer or his authorized representative on this aspect shall be final. No interest shall be allowed on payment with held, when released.

### **5. SECRECY OF CWC OFFICE AND THE DATA OBSERVED AT THE CWC SITES:**

The contractor shall give a secrecy – undertaking that he or his unskilled manpower shall not pass the data observed at the CWC sites or from SHD/SHSD to any third agency or person who so ever. In the event of contractor or his unskilled manpower found passing the data observed at the CWC sites or from SHD/SHSD to any third agency or person who so ever, it shall be dealt with applicable laws of the land.

## **CONTRACT/AGREEMENT FORM**

This Contract/Agreement (Agreement no. \_\_\_\_\_/2019-20/PID/Faridabad) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between the Executive Engineer (for and on behalf of the President of India), Planning & Investigation Division, Central Water Commission, Qtr. 1064-68, NH-IV, NIT, Faridabad, Haryana 121001 (name or address of the Department) (hereinafter called “the First Party”) and

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\_\_\_\_\_ (name and address of the contractor) (hereinafter called “the Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur” (hereinafter called “ the works”) and the First Party has accepted the Bid by the Second Party for a contract price of Rs.

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

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for providing 08 (Eight) Fulltime manpower for a period of 12 Months, 12 (Twelve) number Seasonal manpower for a period of 5 months in conformity in all aspect with the provisions of the contract. The First Party hereby covenants to pay the Second Party in consideration for Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
  - a) Tender Document issued to the contractor and duly submitted by him duly signed;
  - b) Amendments/Corrigendum to the tender document, if any;
  - c) Letter of the contractor submitting the tender;
  - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
  - e) Rate and Amount of tender/bid quoted by the contractor;
  - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
  - g) Letter of the Executive Engineer communicating acceptance of the tender;
  - h) Letter of the Executive Engineer regarding commencement of the work;
  - i) Performance security;



- j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signature of First Party Signed by

\_\_\_\_\_

(for and on behalf of the President of India)

Binding signature of Second Party signed by

\_\_\_\_\_

(for and on behalf of the \_\_\_\_\_ duly authorized vide resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Director of

\_\_\_\_\_

In the presence of  
(Witnesses)

(1)

(2)

## Other Standard Forms

### Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas the Executive Engineer (for and on behalf of the President of India), Planning & Investigation Division, Central Water Commission, Qtr. 1064-68, NH-IV, NIT, Faridabad, Haryana 121001 (Hereinafter called the "tenderer") has submitted their offer dated

..... for the Providing Manpower Services for Hydrological Observations at various Sites on River Mahakali and its Tributaries under PHOSD (hereinafter called the "tender") against the purchaser's tender enquiry No.

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

..... are bound unto ..

(hereinafter called the "Purchaser")

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

#### THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....  
Name and designation of the officer

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

**Form 2. MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

The President of India

WHEREAS ..... (name and address of the bidder) (hereinafter called "the bidder") has undertaken, in pursuance of contract no..... dated ..... to "Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur"(description of goods and services) (herein after called "the contract").

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

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

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

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

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

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

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

.....  
Name and designation of the officer

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

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

Date:

To,

The  
Executive Engineer  
Planning & Investigation Division,  
Central Water Commission  
Qtr. No. 1064-68, NH-IV, NIT  
Faridabad, Haryana 121001.

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:**

**Name of Tender / Work:** - “Providing Services of Supervisors, Semi Skilled/unskilled Manpower for Hydrological Observations at various Sites on River Mahakali and its Tributaries and Services of Part Time Sweeper for PHOSD, Tanakpur”

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## Index Map of Site

(Note: The location of sites marked are for indication only. The sketch is not to scale)

