

TCIL REFERENCE NO. CWC-2018-TN000069

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Lower Ganga Division-1**



**TENDER FOR HIRING OF
SUPERVISORY STAFF ON OUTSOURCING BASIS**

DATE FOR PURCHASING TENDER	FROM 17.02.2018 (10.00 hrs.)
LAST DATE FOR SUBMITTING TENDER	23.03.2018 (17:00 hrs.)
DUE DATE FOR OPENING OF TENDER:	27.03.2018 (11.00 hrs.)
OFFICER INVITING TENDER	Executive Engineer, Lower Ganga Division-1, Central Water Commission, 18-A Arya Kumar Road, Rajendra Nagar, Patna-800016
PRICE OF TENDER DOCUMENT:	Rs. 500/-

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Government of India

Central Water Commission

Lower Ganga Division-1

NOTICE INVITING e-TENDER

The Executive Engineer, 18-A, Arya Kumar Road, Rajendra Nagar, Patna-800016 (Bihar) invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids from an experienced and eligible Agency for the work **“Hiring of Supervisory Staff on outsourcing basis”**

- | |
|--|
| 1. Name of work: Hiring of Supervisory Staff on outsourcing basis |
| 2. Earnest Money: ₹ 1, 70, 624/- (Rupees One Lakh Seventy Thousand Six Hundred Twenty Four only) |
| 3. Performance Guarantee: 5 % of tendered value. |
| 4. Cost of Tender Document: Rs 500/- |

1. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	17.02.2018 (10.00 hrs)
TENDER FORM AVAILABLE ONLINE FROM	17.02.2018 (10.00 hrs)
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	19.03.2018 (17.00 hrs)
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	23.03.2018 (17.00 hrs)
DATE AND TIME OF PRE BID MEETING	23.03.2018 (12.00 hrs)
DATE AND TIME OF OPENING OF BIDS	27.03.2018 (11.00 hrs)
PLACE OF OPENING OF BIDS	O/o The Executive Engineer, Lower Ganga Division-1 18-A, Arya Kumar Road, Rajendra Nagar, Patna-800016
PRICE OF TENDER DOCUMENT:	Rs. 500/-

2. Tender can be downloaded from website www.tcil-india-electronictender.com, www.eprocure.gov.in and www.cwc.nic.in from 17.02.2018 (10.00 hrs onwards) to 19.03.2018 (17.00 hrs). But tender will be opened only after following payment is made :-
- (i) Rs. 500/- in cash as cost of tender or through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at Patna.
- (ii) Rs. 1, 70, 624/- (Rupees One Lakh Seventy Thousand Six Hundred Twenty Four only) as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at Patna.
- (iii) The cost of tender and Earnest Money Deposit (EMD) has to be before due date and time of opening of tender.
3. The tender forms complete in all respects should be submitted online only by 17.00 hrs on 23.03.2018. Offline submission of tender is not permitted.
4. The pre-bid meeting for the tender will be held on 23.03.2018 at 12.00 hours at the following venue:

O/o The Chief Engineer, Lower Ganga Basin Organisation,

Central Water Commission,

177-B, Sri Krishna Puri Road, Patna-800013, Bihar (Phone no. 0612-2541065)

5. The Technical bid of the tender will be opened online at 11.00 hrs on 27.03.2018 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 this office. The time of opening of financial bids will be intimated later.
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 or www.eprocure.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL www.tcil-electronictender.com.
8. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Chapter- 1: Instruction to bidders

Chapter -2: Activities schedule and other requirements

Chapter -3: Condition of Contract

Chapter -4: Schedule of Requirement

Chapter -5: Technical & Financial Bid

Chapter-6: Contract Form

Chapter -7: Other Standard Form

Executive Engineer
Lower Ganga Division-1,
18-A, Arya Kumar Road,
Rajendra Nagar, Patna-800016 (Bihar)

Chapter 1: Instructions to Bidders

1. GENERAL

Before submitting the tender it is presumed that the tenderer has understood the exact requirement of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. Tenderer is free to ask any clarification in the Pre-bid meeting to be held on 23.03.2018, 12.00 hrs at the above mentioned venue. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.

The general instructions are as given below:-

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. The Purchaser 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.
- iii. 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/purchases.
- iv. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- v. Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- vi. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- vii. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- viii. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- ix. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender. Tenderer should visit the different sites before submission of bid.
- x. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- xi. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xii. The words 'Tenderer' and 'Agency' has been used interchangeably.
- xiii. Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Agency are advised to follow the instructions provided in the 'Instructions to the Agency/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in.

- xiv. Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not tamper/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.
- xv. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- xvi. For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
- the tender form and Financial bid submitted by the tenderer online;
 - Tender document
 - Amendment to the tender document;
 - Post tender opening Correspondences both online and offline; and
 - Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

- The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
 - Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 chapter 7).
 - Signed and scanned copy of previous three Financial Years (2014-15, 2015-16, 2016-17) Income-tax filed copy/VAT/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
 - Signed and scanned copy of audited Balance sheet of last three years.
 - Any other document in support of the Bid.

Before opening of tender, the Agency/Tenderer is required to furnish following at O/o The Executive Engineer, 18-A, Arya Kumar Road, Rajendra Nagar, Patna-800016.

- Cost of the tender amounting to Rs. 500/-
- EMD of Rs. 1, 70, 624/- (Rupees One Lakh Seventy Thousand Six Hundred Twenty Four only)
- Pass-phrase for opening of Technical and Financial Bids. Passphrase shall be supplied in one big sealed envelope containing two small sealed envelopes having pass-phrase for technical & financial bids. Each envelope shall clearly marked "pass-phrase for technical bid" and "pass-phrase for financial bid". Bigger envelope shall be marked as "pass-phrases for tender of Tender for Hiring of **Supervisory Staff on outsourcing basis**"

3. Qualification/Eligibility Criteria for the Tenderers:

- The Agency should be registered in India with permanent office in India.
- The Agency shall have permission to operate and work in Bihar & Uttar Pradesh by relevant government agencies.
- The bidder should have GST No./PAN/Aadhar No.
- Joint Ventures (JV) shall submit its full details;

- v). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished;
- vi). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract.
- vii). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).
- viii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- ix). Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least Rs. 40, 00, 000/- (Rupees Forty Lakh only)
- x). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).

4. Qualification Documents to be submitted:

- i. Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/ registrations:
 - a) GST No.
 - b) PAN number
- ii. Total monetary value of services performed for each of the last three years;
- iii. Copies of work orders and experience in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- iv. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- v. Audited financial statements for the last three years 2014-15, 2015-16 & 2016-17(copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- vi. Bank Account details;
- vii. Authority to seek references from the bidder's bankers;
- viii. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- ix. Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.

5. Site Visit:

The bidder, at the bidder's own responsibility is encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

6. Period of Validity of tenders:

Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

7. Workmen Safety and Insurance:

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed as of **Supervisory Staff**. The Agency shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.

8. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at Patna or in the form of a Bank Guarantee from a scheduled bank as per performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD will be forfeited if:

- a. if a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. in case of a successful tenderer, if the tenderer fails:
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.
- c. Government Departments and Public Undertakings are exempted from furnishing this security.

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

ii. Performance security

The successful bidder shall furnish performance security deposit at the rate 5% on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the

supplier, including warranty obligations. It does not carry any interest/FDR in favour of EE, LGD-1, 18- A Arya Kumar Road, Rajendra Nagar, Patna-800016.

Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at Patna or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in chapter 7 form 2.

Performance security is liable to be forfeited incase successful tenderer does not fulfill contract obligations.

9. 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
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security (EMD).

10. Tendering Process

i. Marking and submission of tenders:

The tender shall be submitted online only.

The tenderers should submit both “Technical bid” and “Financial Bid” online. The EMD should be sealed in envelope duly marked as “EMD” and must reach office of Executive Engineer before opening 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 no later than the time and date specified in the NIT.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers 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 tenders and the expiration 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 would be considered in the presence of tenderers or their representatives, who choose to be present online.

iii. Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account except for conditions given in Chapter 2, clause 27 (b) and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- e. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- i. Non-conformities between the figures and words of the Quoted Prices – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:
 - a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

iv. Evaluation of Tenders

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

- a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

Sl. No.	Details	Maximum Marks
1.	Previous experience of agency in providing similar category of manpower to Government/semi Government Agencies (10 marks to be assigned per year of previous experience)	50 marks

2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks.

- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. **In the Financial Bids, if the service charge per person quoted is less than 5% of the basic minimum wages, the quotation will be rejected out rightly.** Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis.

The purchaser does not bind himself to accept the lowest or any other tender.

v. Award of Work

Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

However, Government Departments and Public Undertakings are exempted from furnishing this security.

11. Bid Data sheet

A. GENERAL

- i. Name and address of the purchaser: Executive Engineer, Lower Ganga Division-1, CWC, 18-A, Arya Kumar Road, Rajendra Nagar, Patna-800016 (Bihar)

E-Tender number: LGD-1/ CWC/ HQ-57/ Outsourcing/2017/02 Dated: 17.02.2018.

TCIL REFERENCE NO. CWC-2018-TN000069

- ii. Qualification requirements: - As specified in tender documents.

B. PRE-BID MEETING

- 1.1 Pre bid meeting: The bidder's designated representative is invited to attend a pre bid meeting which will take place as per details given below:

O/o The Chief Engineer, Lower Ganga Basin Organisation,

Central Water Commission,

177-B, Sri Krishna Puri Road, Patna-800013, Bihar (Phone no. 0612-2541065)

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C. PREPARATION OF BIDS

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

D. SUBMISSION OF BIDS

- i). Only online bids through e tendering web portal of TCIL www.tcil-electronictender.com shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 23.03.2018 (17.00 hrs)

E. BID OPENING AND EVALUATION

- i. The Technical bid of the tender will be opened online on 27.03.2018 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 this office. The time of opening of financial bids will be intimated later.

F. Variation in quantity of sites

- i. Percentage of quantity of sites may increase or decrease by 10%.

G. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator engaged with mutual consent and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

12. Special instructions to Bidders by TCIL for e-Tendering

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. 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.

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on Electronic Tendering System® (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS
- View Notice Inviting Tender (NIT) on ETS
- For this tender -- Assign Tender Search Code (TSC) to a MA
- Download Official Copy of Tender Documents from ETS
- Clarification to Tender Documents on ETS
- Query to Central Water Commission (Optional)
- View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

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

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

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

Important Note: To minimize teething problems during the use of ETS (including the

Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ 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
E-mail ID	ets_support@tcil-india.com

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 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first

encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event

(TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

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

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center. The help information provided through 'ETS User-Guidance Center' 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)

Chapter 2: Conditions of Contract

13. Definitions & Interpretations

Services mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

Contract means the agreement reached by the Purchaser and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of work identified in the Contractor proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order 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 Purchaser is: The President of India through Executive Engineer, Lower Ganga Division-1, CWC, 18-A Arya Kumar Road, Rajendra Nagar, Patna-800016.

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

The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the purchaser.

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

e-tendering: e-tendering is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of TCIL (www.tcil-india-electronictender.com).

14. Scope of the work

The scope of the work is **Hiring of Services of Supervisory Staff** at various sites under the jurisdiction of EE, Lower Ganga Division-1, CWC, 18-A Arya Kumar Road, Rajendra Nagar, Patna-800016 as specified in schedule of quantities.

The brief of duties of Supervisory Staff is as given below.

Supervisor perform duties such as Gauge Reading, Discharge Observation, Silt sampling, general office work, computer related work and any other work assigned by the senior officers.

15. Documents of Contract

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

16. Interpretations

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

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

17. Contractor's responsibilities and Obligations

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Contractor whose tender is accepted, will be required to furnish:-
 - i. Performance security
 - ii. Certificate of Service Tax Registration.
 - iii. Photo copy of registration certificate.
 - iv. Photo copy of PAN
 - v. EPF Registration,
 - vi. ESI Registration,
 - vii. Up-to date VAT & Service Tax clearance certified along-with the bid documents
 - viii. Any other document as required by the purchaser

18. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work. .

19. Duration of contract

The period of operation of the contract shall be for 26 months from February, 2018 to March, 2020. The duration of contract may be altered/ modified by the purchaser before awarding contract.

20. Programme of work

The manpower will have to be supplied by the agency/contractor within 15 days of award of contract at the locations as identified in the Chapter 3, Schedule A.

21. Confidentiality

- a. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

22. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of Bihar & Uttar Pradesh
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India with permanent office in India.
- 5) The contractor should be professionals & having experience in handling manpower in last three years having turn over of Rs. 40, 00, 000/- (Rupees Forty Lakh only) per year for relevant works.
- 6) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 7) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 8) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.
- 9) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Telecommunications Consultants of India Limited (TCIL) as supplier.
- 10) Bidding only through e-procurement web portal of TCIL is acceptable under this contract.
- 11) This office shall not be liable for any financial or any other loss occur to bidder for bidding through TCIL portal due to any technical or administrative or any other reasons.
- 12) This office shall not be liable for any financial or any other loss occur to bidder due to cancellation of tendering process at any stage by this office.

23. Special Conditions of Contract

- 1) The number of manpower shown in tender document is approximate and this quantity may increase or decrease, even during contract period also, as per the requirements without any change in unit price or other terms and conditions.
- 2) The tenderer will have to provide the manpower as & when the sites are made available by the purchaser. The payment for the same will be made as per the actual period of deployment.
- 3) The net rate quoted per person should include all taxes, insurance, etc. while quoting rate, this point should be kept in mind.

- 4) The rate quoted should not be less than the minimum rates of wages ordered by Chief Labour Commissioner, Government of India.
- 5) As per requirement, the manpower deployed at sites may be require to move to other sites/ offices/ places for any specific work.
- 6) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- 7) The Supervisor Staff to be deputed by the agency should have swimming skills in river.
- 8) The persons supplied by the Agency shall not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons shall be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- 9) The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- 10) The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules, as per Labour Laws.
- 11) There is no Master and Servant relationship between the employees of the service provider and this office.
- 12) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. **Undertaking from the persons to this effect shall be submitted by the service provider to this Department.**
- 13) **If at any stage, the agency is found to be involved in unfair/ fraudulent practices or non-payment of due amount as per rule to the deployed manpower and on verification by the purchaser, if any such allegation is found to be true, the contract may be terminated at the discretion of the purchaser and the agency will be blacklisted. Any such due payment would be deducted from the running/ final bill or performance security of the agency and would be paid to the concerned deployed persons.**
- 14) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.
- 15) The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter arising under the clause shall be final and binding on the agency.
- 16) That the persons engaged shall not be below the age of 21 years.
- 17) That the persons engaged shall not interfere with the duties of the employees of this office.
- 18) The functional control over the personnel deployed by the Agency will rest with this Office and the disciplinary/administrative/Technical control will be with the Agency.
- 19) This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements.

- 20) The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 21) The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 22) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall not be the responsibility of this office.
- 23) The agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
- 24) The service provider shall ensure proper conduct of persons provided in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
- 25) No wage/remuneration will be paid to deployed persons for the days of absence from duty.
- 26) The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The substitute shall be provided within 48 hours of purchaser intimating the agency.
- 27) In case of non-availability of worker because of sickness or any other reason, the service provider will provide his/her replacement to the satisfaction of the department on next working day.
- 28) The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 29) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 30) The service provider shall be responsible for the safety and security of the computer hardware, other equipment provided by the department. If any equipment, computer becomes non- functional/ damaged due to mishandling by the staff provided by the service provider, the charge for making the equipment, computers operational will be recovered from the agency. **For this purpose an indemnity bond has to be signed and furnished by the agency.**
- 31) This office will maintain an attendance register in respect of the staff deployed by the agency both on attendance register and/or in Aadhar Enabled Biometric Attendance System (AEBAS). All manpower/staff provided by the agency must **have valid Aadhar number**. On the basis of attendance wages/remuneration will be decided.
- 32) The service provider shall engage the necessary person(s) as required by the Office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the Office.
- 33) Working hours would be normally 8 hours per day in shifts with weekly rest. However, the concerned person may have to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.

- 34) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
- 35) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 36) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office.
- 37) The service charges/rates quoted by the agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. **Any statutory increase in wages/DA etc. is to be absorbed by the service provider.**
- 38) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 39) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 40) Any dispute arising out of the contract shall be settled within the jurisdiction of Patna only.
- 41) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 42) The agency will provide the list of Supervisor to Executive Engineer, 18-A, Arya Kumar Road, Rajendra Nagar, Patna-800016 (Bihar) who will in turn allocate work of specific sites. The vendor will need to provide some additional names of Supervisor to the officer-in-charge out of which requisite number will be picked up. The agency shall provide bio-data of persons it intend to provide to the office.

24. Penalty

- a) In case the Contractor is unable to provide Supervisory staff, alternate arrangement will be made by the site-in-charge at the cost of Contractor. In addition Performance Security may also to be forfeited.
- b) In case Supervisory Staff remains absent, he would not be paid wages for his period of absence. Further a penalty of Rs. 500 per day would be imposed if contractor is not able to provide a replacement within 7 days of respective staff.
- c) Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.

25. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser 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 contract.

26. Force Majeure

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes. However considering the nature of work rainfall and floods will not be considered as Force Majeure.

- b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency 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.
- c. If an event of Force Majeure, continues for a period of ninety (90) 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.
- d. No claim or increased costs be entertained attributable to the Force Majeure's.

27. Contract Price

- a. Service charges by the tenderer shall be fixed during the tenderer's performance of the Contract and shall not subject to any variation on any account.
- b. Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages. Any statutory increase in wages/ DA etc. is to be absorbed by the service provider.
- c. The prices should be given as per the format given in price schedule.
- d. Taxes as applicable shall be payable.

28. Terms of Payment

- a. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released after submission of claim, complete in all respects such as dated Acquaintance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards P.F./ESI in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, Lower Ganga Division-1, CWC, 18-A Arya Kumar Road, Rajendra nagar, Patna-800016 from every payment made under this contract.
- c. The payment may be made through cross cheque /demand draft/e-payment mode.
- d. The agency shall provide proof of e-payment made to the deployed persons after completion of each quarter.
- e. Govt.Tax/Levy/Duty, Service Tax etc. for the work shall be borne by tenderer.
- f. Payment of GST shall be on reimbursement basis on production of proof of payment.
- g. Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

29. Taxes and Duties

- h. Payment of GST shall be on reimbursement basis on production of proof of payment. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

30. Advances

No advance payment is payable under this contract.

31. Release of Claims

After completion of work and at the time of final payment the Contractor shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

32. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws 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. Contractor shall observe all laws related to the supply of manpower of both Government of India and State Government of as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

33. Termination of Contract

a. *For Purchaser's convenience*

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. *For Contractor's Default*

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Contractor becomes bankrupt or insolvent
 - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor neglects its obligations under this contract.
 - iv. If the contractor has furnished any false document.
- II. The Purchaser 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 a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. *Termination by Contractor*

The Contractor can terminate the contract with 30 days notice only in case:

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.

d. *On every termination*

- I. The Contractor shall cease further work.
- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

34. Liquidated Damages

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.
- b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

35. Notices

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

36. Disputes

The decision of the Purchaser shall be final regarding the quality of services provided by the manpower provided by the agency; the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

37. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this 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.

Chapter 3: Schedules of requirement

SCHEDULE 'A':- SCHEDULE OF QUANTITIES FOR SUPERVISOR

Hiring of Services of 10 nos. of Supervisor at different sites of Lower Ganga Division-1, CWC, 18-A, Arya Kumar Road, Rajendra Nagar, Patna-800016 (Bihar)

<i>Sl. No.</i>	<i>Name of sites</i>	<i>Number of Supervisors required</i>
1.	Saharghat, Madhubani under Bagmati Kamla Sub-Division Darbhanga, Bihar	01
2.	Belsand, Sheohar under Burhi Gandak Sub-Division Muzaffarpur, Bihar	01
3.	Bagha, West Champaran under Burhi Gandak Sub-Division Muzaffarpur, Bihar	01
4.	Thakraha, West Champaran under Burhi Gandak Sub-Division Muzaffarpur, Bihar	01
5.	Sikti, Araria Purnea under Lower Mahananda Sub-Division Purnea	01
6.	Indo Nepal border, Sitamarhi under Burhi Gandak Sub-Division Muzaffarpur, Bihar	00
7.	Dalsingh Sarai, Samastipur under Kosi Sub-Division Begusarai, Bihar	00
8.	Kakarghatti, Darbhanga under Bagmati Kamla Sub-Division, Darbhanga, Bihar	01
9.	Bergenia, East Champaran under Burhi Gandak Sub-Division Muzaffarpur, Bihar	01
10.	Nirmali, Supaul under Bagmati Kamla Sub-Division Darbhanga, Bihar	01
11.	Bachwara, Samastipur under Kosi Sub-Division Begusarai, Bihar	01
12.	Lakhoura, East Champaran under Burhi Gandak Sub-Division Muzaffarpur, Bihar	01
Total		10

Chapter 4: Specifications and allied Technical Details

The qualifications required are:-

For Supervisor

Sl. No.	Type of qualification	Requirement
1.	Educational-	Minimum degree is Diploma in Civil Engineering
2.	Physical-	Shall be physically fit to carry out work assigned.
3.	Mental-	Shall be mentally sound to understand and carry out works assigned.
4.	Medical-	Shall be medically fit.
5.	Desirable	Should own an Android mobile phone

Chapter 5: Price Schedule

Technical Bid

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

1.	Name and Postal Address of the Bidder	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 Shops and Establishment act Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)	
3.	Income Tax return filed (Attach proof)	
4.	Income Tax Permanent Account Number (PAN) (Attach proof)	
5.	Service Tax Registration number (Attach proof)	
6.	Experience (attach performance certificate from the Govt./ PSU Companies/Public Agencies/Firms): Years	

Sl.No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	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)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed)	
8.	EPF Registration Number (copy to be enclosed)	
9.	ESI Registration Number (copy to be enclosed)	
10.	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)	

11.	Length of experience in the field	
12.	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)	
13.	Whether agency profile is attached	
14.	List of other clients	
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).	

Signature of the bidder with seal

FINANCIAL BID

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

TENDER NO: LGD-1/ CWC/ HQ-57/ Outsourcing/02 Dated 17.02.2018

TCIL REFERENCE NO. CWC-2018-TN000069

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

To
Executive Engineer,
Lower Ganga Division-1,
Central Water Commission,
18-A, Arya Kumar Road,
Rajendra Nagar, Patna-800016 (Bihar)

Subject:-Quotation for award of contract for providing the services of Supervisor– Reg.

Sir,

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

Particulars	Rate(in Figures)	Rate(in words)	Monthly Total for ...nos. of SUPERVISOR(both in figure and words)
Basic Monthly Wages including VDA per person			
ESI			
Employer's contribution			
Employee's contribution			
EPF			
Employer's contribution			
Employee's contribution			
Service Charges per person per month demanded (both in amount and percentage of basic minimum wage)			
Any other charges (Pl. indicate)			
Liabilities, if applicable (in detail)			
Service Tax			
Swach Bharat cess			
Any other tax			
Total(Rs)			

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 Service Tax or any other tax payable to the Government.

Yours faithfully,

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

Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Ganga Division-1, CWC, 18-A Arya Kumar Road, Rajendra Nagar, Patna-800016 (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of..... (*City and Country of Contractor*) (*herein after called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz **Hiring of Services towards Supervisor at different sites of EE**, Lower Ganga Division-1, CWC, 18-A Arya Kumar Road, Rajendra Nagar, Patna-800016 and has accepted a Tender by the Contractor for the supply of services in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. the tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Contractor are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Hiring of Services towardsnos. of Supervisor		

TOTAL VALUE:

DELIVERY SCHEDULE: Within 15 days of signing of contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<p>Signed, Sealed and Delivered by the</p> <p>said.....</p> <p>..... (For the Purchaser)</p> <p>in the presence of:.....</p>	<p>Signed, Sealed and Delivered by the</p> <p>said</p> <p>.....</p> <p>.....</p> <p>(For the Contractor)</p> <p>in the presence of:</p>
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Chapter 7 Other Standard Forms

Form 1: MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(herein after called the "tenderer")
has submitted their offer dated..... for
the supply of
(herein after 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 supplier) (herein after called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply “office furniture”(description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier 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 supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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,
Lower Ganga Division-1,
Central Water Commission,
18-A, Arya Kumar Road,
Rajendra Nagar, Patna-800016 (Bihar)

Sub: Acceptance of Terms & Conditions of Tender.

Tender ReferenceNo:

Name of Tender / Work: - Hiring of services of 10 nos. of Supervisors.

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)

Cost of Tender Document Rs. 500/-
LGD-1/ CWC/ HQ-57/ Outsourcing/2017/02 Dated: 17.02.2018

TCIL REFERENCE NO. CWC-2018-TN000069

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GANGA DIVISION-1**

This Tender document contains 39 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :