

NIT No. 102/01/2019-20/PID/Security/1926-30

Dated 12/07/2019



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

TENDER DOCUMENT

Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad, within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC.

Last Date for Submission of Tender: 08/08/2019 (up to 16:00 hrs.)

Due Date For Opening of Tender: 09/08/2019 (at 11:00 hrs.)

Officer Inviting Tender:

The Executive Engineer,
Planning & Investigation Division, CWC,
Qtr No. 1061-64, NH-IV, NIT,
Faridabad, Haryana 121001
Phone: (0129) 2412576
e-mail: pi-cwc@nic.in

Estimated cost: Rs. 16,75,000/-
(Rupees Sixteen Lakh Seventy Five Thousand Only)

(July 2019)

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NIT No. 102/01/2019-20/PID/Security/1926-30

Dated 12/07/2019

**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 15/07/2019
Last date for sale of tenders	Up to 16:00 Hrs of 08/08/2019
Seek clarification period	Upto 31/07/2019
Last date, time and place of offline submission of tender	08/08/2019, 16:00 Hrs. offline in the office of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad.
Earnest Money Deposit to be submitted with the tender	Rs. 33,500/- (Rupees Thirty Three Thousand Five Hundred 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	09/08/2019, 11:00 Hrs. in the office of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad

This tender document contains (40) pages excluding cover page.

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. 1061-64, NH-IV, NIT,
Faridabad, Haryana 121001
Phone: (0129) 2412576
E-mail: pi-cwc@nic.in**

NOTICE INVITING TENDER (Press Notice)

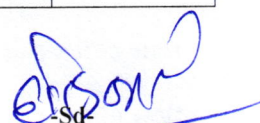
The Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad on behalf of the President of India invites bid by offline tendering from the authorized/ registered service provider for the following Works:

Name of Work:- Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC.

NIT No. 102/01/2019-20/PID/Security/1926-30

Dated 12/07/2019

S. No.	Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs.)	Period of Contract
1	Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC.	16,75,000/-	33,500/-	500.00	From 1st September, 2019 to 31st August, 2020.



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

CPWD-6

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
PLANNING & INVESTIGATION DIVISION
 Qtr No. 1061-64, NH-IV, NIT Faridabad, Haryana
 Tel Ph: 0129-2412576 email: pi-cwc@nic.in

NIT No. 102/01/2019-20/PID/Security/1926-30

Dated 12/07/2019

NOTICE INVITING TENDER (NIT)

The Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad invites offline 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 Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC."

Estimated Cost: Rs. 1675000/- (Rupees Sixteen Lakh Seventy Five Thousand only).

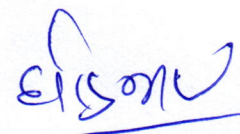
Earnest Money: Rs. 33500/- (Rupees Thirty Three Thousand Five Hundred only).

Duration of the Contract: One year i.e. from 1st September 2019 to 31st August 2020.

2. Eligibility criteria: 1. Contractor should be registered with CPWD, MES, Any state P.W.D, Railways, Tele- Communication, Any state Irrigation or having a valid license from the Regional Labor Commissioner from Central or State Govt. 2. The Contractor must have valid PAN; EPF, ESI and GST registration at the time of submission of bid. 3. The contractor must have at least 2 years of experience in providing similar services. 4. The contractor must ensure to make minimum wages as per Chief Labour Commissioner, Govt. of India, New Delhi order No. 1/8(6)/2019-LS-II Dated 27.03.2019 or its latest revision, as applicable for Faridabad. He has also to comply with all provisions of Minimum wages Act 1948, as applicable in the state of Haryana.

Required documents in support of eligibility criteria (1-3 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. 1061-64, 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 15/07/2019 (11.00 hrs) to 07/08/2019 (Up to 16.00 hrs)**. The tender forms complete in all respects **should be submitted to** the O/o the Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH- IV, NIT, Faridabad, Haryana 121001 **by 16.00 hrs on 08/08/2019**. Last date & Time of receipt of queries pertaining to tender document is 31/07/2019 (up to 16:00 hrs.).

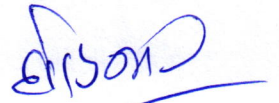


4. Tender can also be downloaded from www.cwc.nic.in. But at the time of submission of tender, bidder has to submit cost of tender i.e. Rs. 500/- in the form of **Demand draft (Non-Refundable)** drawn on any schedule bank in favour of the Executive Engineer, Planning & Investigation, CWC, Faridabad payable at Faridabad. The bid not accompanying the cost of tender will be rejected.

5. The offline bids will be opened on **09/08/2019 at 11:00 Hrs** in presence of the tenderers who wish to present or through their authorized representative who may choose to attend opening in the office of EE, Planning & Investigation Division, CWC, Faridabad-121001.

6. The NIT and tender can be downloaded from www.cwc.gov.in.

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.



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

Copy To:-

1. Chief Engineer, YBO, CWC, Kalindi Bhawan, New Delhi.
2. Superintending Engineer, Planning Circle, CWC, Faridabad.
3. Account Branch, Planning And Investigation Division, CWC, Faridabad.
4. CWC Website www.cwc.gov.in for online upload at website.
5. Notice Board, Planning And Investigation Division, CWC, Faridabad.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

CPWD-8

STATE	: Central
CIRCLE	: Planning Circle
DIVISION	: Planning & Investigation Division
ORGANISATION	: Yamuna Basin Organization

Item Rate Tender & Contract for Works

Tender for the work of : “Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC.

(i) Sale of Tender from 15/07/2019 (11.00 hrs) to 07/08/2019 (Up to 16.00 hrs).

(ii) To be submitted offline by 16.00 hours on or before 08/08/2019.

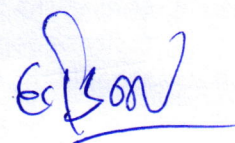
(iii) To be opened offline in presence of tenderer (s) who may be present at 11.00 hours on 09/08/2019 in the office of Executive Engineer, Planning & Investigation Division, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001.

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 Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC." 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.

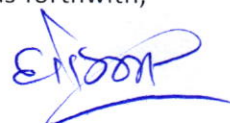
I/We agree to keep the tender open for Ninety (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs. 33500/- (Rupees Thirty Thousand Five Hundred only) is hereby submitted by way ofdatedas 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 till completion of contract.

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, 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 authorized 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:

ERISON

ACCEPTANCE

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)

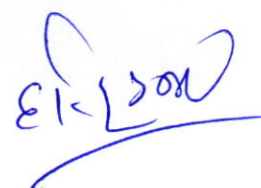
For & on behalf of the President of

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

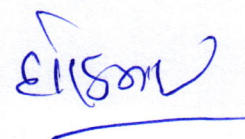
Name of work: "Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC."

Earnest Money Deposit:	Rs. 33500/- (Rupees Thirty Thousand Five Hundred only)
Security Deposit:	5% of the tendered and accepted value of work
Performance guarantee:	After award of contract EMD will be treated as Performance Guarantee

General Rules & Directions:

Definitions:

Officer inviting tender:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001.
Engineer- in Charge:	Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Accepting Authority:	Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Percentage on cost of materials and Labor to cover all overheads and profits.	10%
Department:	Central Water Commission



Standard schedule of rate for salary.	As per Chief Labour Commissioner, Govt. of India, New Delhi order No. 1/8(6)/2019-LS-II Dated 27.03.2019 or its latest revision, as applicable for Faridabad. He has also to comply with all provisions of Minimum wages Act 1948, as applicable in the state of Haryana.
Standard CPWD contract form:	CPWD form 8 as modified & corrected up to 2018

Clause 2

Authority for fixing Compensation under clause 2.	SUPERINTENDING ENGINEER, PLANNING CIRCLE FARIDABAD
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Clause 5

Time allowed for execution of work	Contract will commence from Sept 1 st , 2019 and period will be for one year
Authority to give fair and reasonable	Executive Engineer, Planning & Investigation Division,

Clause 11

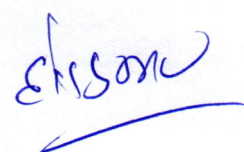
Specifications to be followed for Execution of work	As mentioned under the scope of work.
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Clause 16

Competent authority for Deciding reduced rates.	Not Applicable
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Clause 36

Minimum qualification & experience required for Principal Technical Representative	Not applicable
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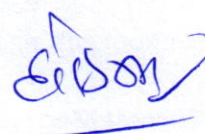
SCOPE OF WORK

The O/o Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad is situated at NH-IV NIT Faridabad. There are various Government T&P and MAS and other movable and immovable materials as well as government building and campus are also in jurisdiction. The security of that material and campus from theft and nuisance is the responsibility of the office. To provide the security office is hiring the services of security guards on 24x7 hrs. This will include weekly rest for the security guard.

The work precisely is **“Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC”** for a period of one year.

Briefly the duties will be as under:

1. To provide Round the clock watch and ward for office premises 24 hours.
2. To take care the office material including T&P, MAS and Building.
3. To make sure the entry of any visitor with permission of Engineer in charge and with proper record in register and signature and ID Card.
4. To prevent nuisance inside the office if caused by any external element.
5. To unlock the office before the office time and lock the office fully after the office time.
6. The opening and closing of the door while entry/exit of any official/vehicle.
7. To operate the motor/pump for filling of the water tank daily.
8. To start the office generator whenever needed.
9. To inform officer in-charge as soon as possible in case of any mis-happening.



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 31/07/2019. 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:

1. Contractor should be registered with CPWD, MES, Any state P.W.D, Railways, Tele-Communication, Any state Irrigation or having a valid license from the Regional Labor Commissioner from Central or State Govt. 2. The Contractor must have valid PAN; EPF, ESI and GST registration at the time of submission of bid. 3. The contractor must have at least 2 years of experience in providing similar services. 4. The contractor must ensure to make minimum wages as per Chief Labour Commissioner, Govt. of India, New Delhi order No. 1/8(6)/2019-LS-II Dated 27.03.2019 or its latest revision, as applicable for Faridabad. He has also to comply with all provisions of Minimum wages Act 1948, as applicable in the state of Haryana.

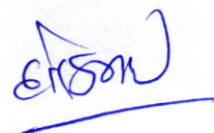
Required documents in support of eligibility criteria (1-3 as above) should be submitted along with the tender/bid.

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. 33500/- (Rupees Thirty Three Thousand Five Hundred 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

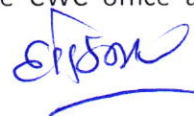
shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

Opening of Tenders:

The tender shall be opened offline on 09/08/2019 at 11.00 hrs. in the office of the Executive Engineer, Planning & Investigation Division, Qtr. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001 in the presence of those tenderer/bidder or their authorized representative who choose to attend.

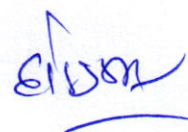
General:

- 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 2019 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.
- The tenderer shall be responsible for arranging and maintaining at his own cost for the stay of persons to be engaged for watch and ward duties at the CWC office at



Faridabad, 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 printer's 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 36-37. 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 offline only to the O/o Executive Engineer P&I Division CWC Faridabad. However, the tender document and tender notice may be downloaded from CWC website i.e. www.cwc.gov.in.
- Tenderer who has downloaded the tender 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 CWC website www.cwc.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 offline;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences and
 - e. Purchase's notification of award of the contract.

• **SUBMISSION OF DOCUMENTS**

- i. The following documents are to be furnished offline in the Technical bid part (i.e. Eligibility criteria) by the Contractor along with bid as per the tender document:
 - a. Signed copy of Technical Bid as per tender document.
 - b. Signed copy of registration certificate of firm.
 - c. Signed copy of PAN, EPF, ESI and GST Registration Certificate of the firm.
 - d. Signed copy of experience certificates of similar works executed as per the tender notice.
 - e. Signed copy of ITCC (copy of Income Tax Return filed for assessment year 2016-17).
 - f. Signed copy of payment proof for Service Tax, EPF & ESI paid in 2016-17, 2017-18 or later.
 - g. Any other document in support of the Bid.
- ii. The following documents are to be furnished offline in the financial bid part by the Contractor along with bid as per the tender document:
 - a. Signed price schedule as per tender document.
- iii. The following amount are to be furnished in the form of Demand Draft along with the bid by the Contractor:
 - a. Rs. 500/- as cost of the tender (before last date of sale of tender or with Bid).
 - b. Rs. 33500/- EMD (with bid document)



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 as per Chief Labour Commissioner, Govt. of India, New Delhi order No. 1/8(6)/2019-LS-II Dated 27.03.2019 or its latest revision, as applicable for Faridabad. He has also to keep in his mind that he has to comply with all provisions of Minimum wages Act 1948, as applicable in the state of Haryana.
- In case of revision of Minimum wages by Govt. of India, 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 and compensation, if any. 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 totaling 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 22-25 of this tender document). Any correction, overwriting etc. should be duly initialed.
 - e. Tendered rates are inclusive of the taxes and Levis payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the state, 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 GST 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 authorized 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 (46th 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.

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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

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TENDERING PROCESS

i. Marking and submission of tenders:

The tender shall be submitted offline only.

The tenders should submit both "Technical bid (Eligibility Criteria)" and "Financial Bid" offline. 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 and will be archived.

Tenders must be submitted by the bidder offline 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 offline on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

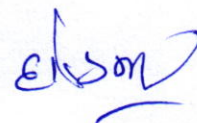
Financial Bids of only those bidders who are found technically acceptable (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present.

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. 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 date of actual start of work.

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SCHEDULE OF QUANTITIES, TECHNICAL BID & FINACIAL BID

S.No.	Work	Quantity	Period
1	Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC.	05 Nos	12 months

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TECHNICAL BID

(To be furnished offline only)

To,
The Executive Engineer,
Planning & Investigation Division,
Central Water Commission,
Qtr. No. 1061-64, NH- IV, NIT
Faridabad, Haryana 121001

Subject :- Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp Reg.

Reference: NIT No. 102/01/2019-20/PID/Security/1926-30

Dated 12/07/2019

Sir,

With reference to your tender published on CWC website dated on -----on the subject mentioned above, I/We are hereby submitting our technical bid for above mentioned work as under:

Sl. No.	Particulars	To be filled by the tenderer
1.	Name of bidding Agency	
2.	Postal Address of the Bidder Phone: Mobile: Fax: Email:	
3.	Is your concern Recognized/Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tick as applicable Recognized 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)		
4.	Date of establishment of the agency	
5.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labor (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Labor License Number (copy to be	

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	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.	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)	
12.	Length of experience in the field	
13.	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)	
14.	Whether agency profile is attached	
15.	List of other clients	
16.	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)	
17.	Whether any show cause notice was ever issued by the Office of the Labor Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	



FINANCIAL BID

(To be furnished offline only)

To,
The Executive Engineer,
Planning & Investigation Division,
Central Water Commission,
Qtr. No. 1061-64, NH- IV, NIT
Faridabad, Haryana 121001

Subject: - Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp Reg.

NIT No. 102/01/2019-20/PID/Security/1926-30

Dated 12/07/2019

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

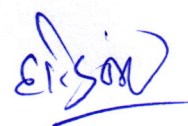
Item No.	Particulars	Daily wages	No. of days in a Month	Monthly Rate in Rs.
1	2	3	4	5
1	Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC		26	
	Total			
	ESI@ 3.25%			
	EPF@13.16%			
	Sub Total			
	Contractor's Profit			
	Grand Total			
	GST @ 18%			
	Monthly charges for one outsourced manpower - (A)			
	Total Charges for 5 outsourced manpower for a period of 12 months = (A)x12X5			

Any other points to be mentioned:

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,

(Authorized Signatory)
(With name/designation, contact no. & seal)



TERMS & CONDITIONS OF CONTRACT

Definitions:

Work means: "Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC".

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, PID, CWC 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. 1061-64, 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, PID, CWC, Shimla or any other officer designated by him.

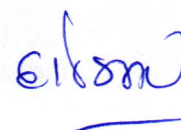
Interpretations:

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. Contractor must provide mobile number of all its employees deployed at office.
- c. The duty hours of the manpower shall be 8 hours shift.
- d. The unskilled 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 misdemeanor.
- e. 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.
- f. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- g. The contractor must ensure to make minimum wages as per Chief Labour Commissioner, Govt. of India, New Delhi order No. 1/8(6)/2019-LS-II Dated 27.03.2019 or its latest revision, as applicable for Faridabad. He has also to comply with all provisions of Minimum wages Act 1948, as applicable in the state of Haryana.
- h. 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.
- i. 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 Labor 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.
- j. Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules 1950, or Haryana 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.

- k. 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:

- 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-fulfillment 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.

Duration of contract:

Duration of the contract shall be 12 months from the actual date of start of work i.e. from 1/9/2019 to 31st August, 2020.

Program 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 as per Chief Labour Commissioner, Govt. of India, New Delhi order



No. 1/8(6)/2019-LS-II Dated 27.03.2019 or its latest revision, as applicable for Faridabad. He has also to comply with all provisions of Minimum wages Act 1948, as applicable in the state of Haryana. The contract Price shall be valid during the entire contract period, if there is no any revision of Minimum wages by Govt. of India. In case of revision of Minimum wages by Govt. of India, 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 rates quoted by the bidder. 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.

Attendance of the manpower deployed by the contractor will be maintained in Bio-Metric Machine. Contractor must obtain the duly verified copy of attendance of manpower for the previous month, from the SDE/JE(HQ), PID by 3rd of each month, and submit the bill latest by 5th of the month. Contractor should make payment to his employees on the basis of his attendance as early as possible. The contractor must submit online Payment proof; statement/proof of having depositing the EPF amount, ESI and GST and next running bill by 5th of the month. The payment of the contractor bills will be made on the basis of biometric attendance of its employees deployed for watch & ward duties against this contract.

A penalty of Rs. 500 per day will be imposed/levied on the contractor for delay of each day after 5th of the month in submitting the receipts of payment made to his employees; statement/proof of having depositing the EPF amount, ESI amount and GST 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 Security Guards as per the work requirement during the contract period.

Taxes and Duties:

The TDS and 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. No additional security deposits will be deducted from the contractors bills.

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 labor 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.

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RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT:

Neither the contractor nor 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 from 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

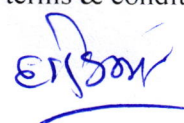
The contractor can terminate the contract with a 90 day notice only in case if he/it is unable to carry out his/its obligations of the contract for any reason.

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 August 2020 i.e. upto 30th November, 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. 500/- per person and shall be recovered from the monthly bills of the contractor.

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.

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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 remodeled 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 withhold 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 withheld, when released.

CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement no. No. 01/2019-20/PID/Faridabad) made on the _____ day of _____ 2019 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Planning & Investigation Division, Qtr. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001 (name or address of the Department) (hereinafter called "the First Party") and

 (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC" (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs. _____ (Rupees _____) only.

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 05 Security Guard for a period of 12 Months in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for providing 5 Nos of security Guards w/o Arms for the security of office during the period from 1st Sep 2019 to 31st August, 2020.
3. 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)

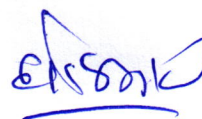
Binding signature of Second Party signed by _____

(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

.....
(Hereinafter called the "tenderer")

Has submitted their offer dated..... for the
supply of

.....
(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 supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to "Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad, within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC. "(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

Elson

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. 1061-64, NH-IV, NIT

Faridabad, Haryana 121001.

Sub: Acceptance of Terms & Conditions of Tender.**Tender Reference No:**

Name of Tender / Work: - "Providing Round the Clock, Watch & Ward (without arm) services to Government building & material at Planning & Investigation Division, CWC, Faridabad within the offices premises of Planning Circle, P&I Division, and Transit camp, CWC"

Dear Sir,

1. I/ We have 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/ organization 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)

