



**भारत सरकार**  
Government of India  
**केन्द्रीय जल आयोग**  
Central Water Commission

**जल विज्ञानीय प्रेक्षण परिमंडल**

Hydrological Observation Circle

मकान संख्या-285, सेक्टर-1, वैशाली, गाजियाबाद-201010

House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

**NO: HOC-N/e-NIT/HOC)/ 01 /2019-20/360-62**

**Dated:- 12.02.2020**

**ई-निविदा दस्तावेज e-Tender Document**  
**For**

**PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos.UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 Month ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)**

कार्य की अनुमानित लागत (Estimated Cost) – Rs 11,57,938.00  
धरोहर राशि (Earnest Money) – Rs. 23,159.00  
ई-निविदा की लागत (Cost of e-Tender) – Rs. 500.00  
ई-निविदा खुलने की तिथि

**(Date of Opening e-Tender) – 20.02.2020**

**“फ़रवरी 2020”**

**Certified that this tender document contains 1 to 23 pages only.**

-sd-  
अधीक्षण अभियन्ता,  
वैशाली

**जल ही जीवन है / जल का संरक्षण कीजिए**

## I N D E X

Sl. No.	Contents	Page No.
1.	Notice Inviting e-Tender (Hindi & English)	03 - 04
2.	General Instruction to Bidders	05
3.	CPWD Form 6 & Eligibility Conditions for the Tenderers	06
4.	Form CPWD – 7& 8	09
5	Key Events and Dates	16
6	Special Conditions of Contract	17
7	Technical information and financial bid	22
8	Schedule of Quantity	23

जल ही जीवन है



जल का संरक्षण कीजिए

**भारत सरकार**  
Government of India  
**केन्द्रीय जल आयोग**  
Central Water Commission  
**जल विज्ञानीय प्रेक्षण परिमंडल**  
Hydrological Observation Circle

Tel. 0120-4571224

Fax. 0120-4574224

मकान संख्या-285, सैक्टर-1, वैशाली, गाजियाबाद-201010

House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

**NO: HOC-N/e-NIT/HOC/ 01 /2019-20/360-62, Dated:- 12.02.2020**

**ई-निविदा आमंत्रण सूचना**

भारत के राष्ट्रपति की ओर से अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, 285, सैक्टर-1, वैशाली, गाजियाबाद द्वारा निम्नलिखित कार्य हेतु सक्षम व पंजीकृत टेकेदारों से, जो संलग्न अर्हक मानदण्ड (Eligibility Criteria) के अनुसार उपरोक्त कार्य का पर्याप्त अनुभव रखते हैं, मद दर (Item Rate) मोहरबंद निविदाएं आमंत्रित की जाती है :-

**कार्य का नाम :** “PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos.UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 Month ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)”

- |  |                            |
|--|----------------------------|
| 1. कार्य की अनुमानित लागत                    | : रु. 11,57,938.00         |
| 2. धरोहर राशि                                | : रु. 23,159.00            |
| 3. ई-टेण्डर फार्म डाउनलोड करने की अंतिम तिथि | : 27.02.2020 (11:00 hours) |
| 4. ई-टेण्डर फार्म जमा करने की अंतिम तिथि     | : 27.02.2020 (11:00 hours) |
| 5. ई-टेण्डर खुलने की तिथि                    | : 28.02.2020 (12:00 hours) |
| 6. टेण्डर की लागत                            | : रु.500/-                 |

अधिक जानकारी के लिए CPP Portal web site [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in). पर 12-02-2020 से 27-02-2020 upto 11.00 hrs तक देखें.

-sd-  
अधीक्षण अभियंता

जल ही जीवन है



जल का संरक्षण कीजिए

भारत सरकार  
Government of India  
केन्द्रीय जल आयोग  
Central Water Commission  
जल विज्ञानीय प्रेक्षण परिमंडल  
Hydrological Observation Circle

Tel. 0120-4571224  
Fax. 0120-4574224

मकान संख्या-285, सेक्टर-1, वैशाली, गाजियाबाद-201010  
House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

**NOTICE INVITING e-TENDER**

Item rate sealed tenders are hereby invited by the Superintending Engineer, Hydrological Observation Circle, Central Water Commission, 285, Sector-1, Vaishali, Ghaziabad (UP) on behalf of the President of India through CPP PORTAL from reputed / eligible registered agencies for “PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos. UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 Month ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)”.

Estimated Cost	:	<b>Rs. 11,57,938.00</b>
Earnest Money	:	<b>Rs. 23,159.00</b>
Last Date for Download of e-Tender	:	<b>27.02.2020 (11:00 hours)</b>
Last Date & time of online submission of e-Tender:		<b>27.02.2020 (11:00 hours)</b>
Date & time of Opening of e-Tender	:	<b>28.02.2020 (12:00 hours)</b>
Cost of Tender document	:	<b>Rs.500/-</b>

E-tender will be available on CPP Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in).  
from **12-02-2020** to **27-02-2020** upto 11.00 hrs.

-sd-  
Superintending Engineer  
HOC, Noida

जल ही जीवन है, जल का संरक्षण कीजिए

## **GENERAL INSTRUCTION TO BIDDERS**

- 1.0 Bids shall be submitted online only at CPPP website URL <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through CPPP portal. The tender notice is also available at [www.cwc.gov.in](http://www.cwc.gov.in).
- 2.0 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relatives who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection
- 3.0 Tenderer who has downloaded the tender from the CPPP website URL <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including 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.
- 4.0 Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.
- 5.0 Applicant contractor must provide demand draft for **Rs 500/- (Rupees Five Hundred only)** in favour of Executive Engineer, Upper Yamuna Division, CWC, New Delhi obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.
- 6.0 Bids will be opened as per date/time as mentioned subsequently in **“Tender Key Events and Dates”**.

## **7.0 SUBMISSION OF DOCUMENTS**

- 7.1 The following documents are required to be furnished online as part of technical bid:
  - i) Signed and scanned copy of GST Registration number, PAN No and Experience Certificates of similar works including **Tender Acceptance Letter**.
  - ii) Signed and Scanned copy of last three years Income-tax Return, Registration Certificate / Affidavit of partnership firm/ Pvt. Ltd./ Public Ltd. Company as the case may be
  - iii) Signed and Scanned copy of audited Balance sheet of last three years.
  - iv) Signed and scanned true copy of Partnership deed as per the tender document.
  - v) Signed and scanned true copy of undertaking of not being blacklisted by any of Government Departments.

- 7.2 The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.

The bidder has to submit following documents in hard copy in a sealed envelope before last date of opening of online bid otherwise the bid will not be considered for opening:

- i) Earnest Money Deposit in original.
- ii) Demand Draft towards tender document cost in original.

- 8.0 Wages should not be less than the minimum wages notified by Ministry of Labour & Employment, Office of Chief Labour Commissioner (C), F. No.- 1/36(6)/2019-LS-II & F. No.- 1/36(3)/2019-LS-II New Delhi Dated 23/09/2019).

- 9.0 Financial bid with service charge less than 5% of minimum wages are liable to be rejected, irrespective of technical or otherwise eligibility.

- 10.0 In case of tie of lowest financial bid among the eligible bidders, tender will be awarded as per following criteria:

According to One of the Maximum amount of similar work\* completed satisfactory for central/state Govt./PSU department in last three year (from 1<sup>st</sup> Jan 2017 to 31<sup>st</sup> Dec.2019).

\* Similar work means providing the services of Data Entry Operator and watch and ward with or without arms in central/state Govt./PSU department.

- a) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. 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 outrightly. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based as per above criteria.

**\*Monthly Wages ( 25 days of DEO and 30 days of Unarmed Security Guard) should not be less than Minimum wages for area category A – Rs. 733/day as per Order F.No. 1/36(3) /2018-LS-II & F.No. 1/36(6) /2018-LS-II dated 23-09-2019 of Chief Labour Commissioner (C), New Delhi, Govt. of India.**

**3.0 ELIGIBILITY CONDITIONS FOR THE TENDERERS**

- 1.0 The contractor should be registered with EPF and ESIC and have a valid certificate of EPF and ESI department.
- 2.0 They should have a Valid PAN No. (copy to be enclosed).
- 3.0 They should have a Valid GSTIN Registration No. (copy to be enclosed).
- 4.0 The Firm should have a minimum experience of last three financial years\*(2016-17, 2017-18 & 2018-19) in the field of providing outsourcing Manpower for Government /public Sector undertaking
- 5.0 The firm should have successfully completed following works during last five financial years\* (2014-15,2015-16,2016-17,2017-18 & 2018-19 ).
  - (a) **Three similar works of individual value not less than Rs. 4.63 Lakh or**
  - (b) **Two works each costing not less than Rs. 6.95 Lakh or**
  - (c) **One work costing not less than Rs. 9.26 Lakh.**

Work should have been executed for Government Departments/ Public Sector Undertaking (PSU). Similar work means providing the services of watch and ward with or without arms.

**\*In addition to the above experience during 2019-20 also be considered.**

- 6.0 Average Annual financial turnover of related services during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. 11.57 Lakhs.
- 4.0 **Verification of Details:** Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
- 5.0 **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). Tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 6.0 **Period of Contract:** The duration of the Contract shall be for a period from 01.04.2020 to 31.03.2021 which can be revised depending upon the exigency of work.
- 7.0 **Availability of Work Place:** The work place where out sourcing services are to be provided will be at Office under Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)
- 8.0 **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the work places and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his

personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents.

- 9.0 **Acceptance of Tender:** Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
- 10.0 **Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.**
- 11.0 **Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.**
- 12.0 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.
- 13.0 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 5% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and signed contract agreement consisting of:-
- (a) The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' and 'Drawings', if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
  - (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

Superintending Engineer,  
HOC, CWC,  
285, Sector-1, Vaishali, Ghaziabad (UP)  
For & on behalf of President of India



**GOVERNMENT OF INDIA**  
**Central Water Commission**

**STATE:** Central  
**CIRCLE:** H.O. Circle Noida  
**DIVISION:** Hydrological Observation Circle, CWC,

**ITEM RATE TENDER AND CONTRACT FOR WORKS**

Tender for the work of “**PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos.UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 MONTH ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)**”.

The Tenders to be submitted by **11:00 Hrs. on 27.02.2020** (on line) to office of the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Tender Fees, Earnest Money, PAN No. and documentary evidence in support of his eligibility.

The tenders through CPP Portal will be opened at **12:00 Hrs. on 28.02.2020** in the presence of tenderers or their representatives who may wish to be present at their own cost in the office of the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP).

**Issued to**

**(Contractor)**

.....

**Signature of officer issuing the documents**

.....

**Designation – Superintending Engineer**

**Date of issue**

**TENDER**

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings, General Rules and Directions, Conditions of Contract, Clauses of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** within the time specified in schedule of quantities and in accordance with the specifications, drawings if any and instructions in writing referred to in general rules, special rules and terms and conditions of contract.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make the modifications in its rates, terms and conditions etc.

A sum of Rs. 23159.00 (Rupees twenty three thousand one hundred fifty nine only) is hereby forwarded in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in

favour of ***Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi*** as **Earnest Money**, if I/We, fail to commence the work specified; I/We agree that the said **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** or his successors in office shall without prejudice to any other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of the percentage mentioned in schedule .

Further I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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 there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Department.

**Date**

**Signature of Contractor**  
**Postal Address**

**Witness**

**Address**

**Occupation**

### **ACCEPTANCE**

The above tender (as modified by you in the letters mentioned here under) is accepted by me for and on behalf of President of India for a sum of Rs. \_\_\_\_\_(Rupees -----  
)

The letters referred to below shall form part of this contract agreement.

- 1.
- 2.
- 3.

For and on behalf of President of India

**Signature**  
**Designation**

## **SCHEDULES**

### **SCHEDULE `A`**

Schedule of quantities (Enclosed)

### **SCHEDULE `B`**

Schedule of materials to be issued to the contractor:-

S.NO.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

-----**NIL**-----

### **SCHEDULE `C`**

Tools and plants to be hired to the contractor

Sl.No	Description	Hire charges per day	Place of Issue
1	2	3	4

-----**NIL**-----

### **SCHEDULE `D`**

Extra schedule for specific requirements/documents for the work, if any N.A.

**General Conditions ,Additional Conditions, Additional Specifications, etc. Enclosed.**

### **SCHEDULE `E`**

Reference to General Conditions of contract.

**कार्य का नाम : "PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos.UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 month ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)"**

Estimated Cost of work: **Rs. 11,57,938/-**

(i) Earnest Money: **Rs. 23159/-**

(i) **Performance Guarantee:** 5% of tendered value.

(ii) **Security Deposit:** 5% of tendered value.

## **SCHEDULE 'F'**

### **General Rules & Directions:**

Officer Inviting tender

**Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).**

See below

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

### **Definitions:**

2 (v) Engineer-in-charge

**Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).**

2 (viii) Accepting Authority

**Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).**

2 (x) Percentage on cost of material and labour to cover all overheads and profits

**N.A.**

2 (xi) Standard Schedule of Rates

**as per Ministry of Labour & Employment , Govt of India  
Central Water Commission**

2 (xii) Department

9(ii) Standard CPWD contract form

**GCC-2010,CPWD Form7/8 modified & corrected**

### **Clause 1:**

(i) Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance :-

**7 Days**

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above :-

**7 Days**

### **Clause 2:**

Authority for fixing compensation under clause 2 :-

**Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).**

### **Clause 2 A:**

Whether Clause 2A shall be applicable :-

**Not Applicable**

**Clause 5:**

Number of days from the issue of letter of acceptance :-  
for reckoning date of start

**15 Days**

**Mile stone(s) as per table given below:-**

**Not Applicable****Table of Mile Stone (s)**

<b>Sl. No</b>	<b>Description of Mile Stone (Physical)</b>	<b>Time allowed in days (from date of start)</b>	<b>Amount to be withheld in case of non achievement of milestone</b>
<b>N/A</b>			

Time allowed for execution of work :-

**12 Months****Authority to decide:**

(i) Extension of time

:

**Superintending Engineer,  
HOC, CWC, Vaishali, Ghaziabad**

(ii) Rescheduling of mile stones

:

**N/A**

(iii) Shifting of date of start in case of delay in handing over of site

:

**Superintending Engineer, HOC, CWC,  
House No. 285, Sector-1, Vaishali,  
Ghaziabad (UP).**

**Clause 6, 6A:**

Clause applicable (6 or 6A) :-

**6****Clause 7:**

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

**Clause 7A:**

:-

**N/A****Clause 10 A**

List of testing equipment to be provided by the contractor at site lab.

**Clause 10 B (ii)**

Whether Clauses 10 B (ii) shall be applicable

:

**No****Clause 10 C**

Component of labour expressed as percent of value of work

:

**No****Clause 10 CA**

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
<b>N.A.</b>			

\* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

### Clause 10 CC

**N/ A**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column :-

Schedule of component of other materials, labour, P.O.L. for price escalation.

Component of Civil (except materials covered under clause 10 CA)/Electrical construction materials expressed as percent of total value of work. :- X  
.....%

Component of Labour:- Y  
expressed as percent of total value of work. ....%

Component of P.O.L:- Z  
expressed as percent of total value of work. ....%

### Clause 11:

Specifications to be followed for execution of work :- **As per decision of Engineer of charge**

### Clause 12:

#### Type of Work

:- **Supply of skilled man power**

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work :- **NA**

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work. :- **NA**

### Clause 16:

Competent Authority for deciding reduced rates :- **Superintending Engineer (HOC), CWC, Vaishali**

### Clause 18

List of mandatory, tools & plants to be deployed by the contractor at site. :- **As required for execution of Work.**

### Clause 25

<b>Constitution of Dispute Redressal Committee (DRC)</b>	<b>Competent Authority to appoint DRC</b>
DRC shall constitute one Chairman and two members	Chief Engineer or Additional Director General if there is no Chief Engineer

**Clause 36 (i) : Not Applicable**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative )	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

**Clause 42 : Not Applicable**

- i) Schedule/statement for determining theoretical quantity of cement & bitumen :- Delhi Schedule of Rates 2018 With up to date correction slips
- ii) Variations permissible of theoretical quantities
- a) Cement  
for works with estimated cost put to tender not more than Rs. 5 lakh :- 3% plus/minus.  
For works with estimated cost put to tender more than Rs. 5 lakh :- 2% plus/minus.
- b) Bitumen for all works. :- 2.5% plus only & nil on minus side.
- c) Steel Reinforcement and structural steel sections for each diameter, section and category :- 2% plus/minus.
- d) All other materials :- Nil

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No	Description Of item	Rates in figures and words at which recovery shall be made from the contractor Rates in schedule "B" Plus 10% in case of materials issued by department	
		Excess beyond permissible variation	Less use beyond The permissible variation
1.	Cement	N.A.	N.A.
2.	Steel reinforcement	N.A.	N.A.
3.	Structural Sections	N.A.	N.A.

## **KEY EVENTS AND DATES**

1	Tender inviting authority Designation / Address	Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
2	Mode of submission of tender	Electronic Tenders are to be submitted on CPP PORTAL 's e-Tendering portal which can be accessed using URL <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
3	Addressee and address at which documents are to be submitted in hard copy	Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
4	Issuance of the tender	Tender can be downloaded from <b>12.02.2020 to 27.02.2020</b> upto 11:00 hrs from CPP PORTAL with URL <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> or <a href="http://www.cwc.gov.in">www.cwc.gov.in</a> .  <b>However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from CPP PORTAL</b>
5	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope on or before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank in favour of <b>Executive Engineer, Upper Yamuna Division, CWC, New Delhi</b> payable at New Delhi.
6	Last date & Time for submission of Bids online	<b>27/02/2020 (11:00 hrs)</b>
7	Earnest Money Deposit amount payable	<b>Rs. 23159/-</b>
8	Date, time and address of Public Online tender Opening Event	<b>28/02/2020 (12:00 Hrs)</b>  Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010. Interested bidder or their representative not more than 1 or 2 per bidder may be present at the above address.



## **SPECIAL CONDITIONS OF CONTRACT**

### **1. Scope of work:**

A) The Agency/Contractor shall quote for the work **“PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos. UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 month ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, CWC,VAISHALI, GHAZIABAD 201010 (UP)”:-**

**A) 1 no. Data Entry Operator (DEO) @ 733/- Per day x25= 18325/- per month**

**B) 2 nos. Watch & Ward Service to HOC,CWC, Vaishali (2 nos. x 12 months @ 733/- per day X 30 days = 21,990/- per month**

1.2 The duration of this Contract shall be for a period of 12 months. The successful Tenderer shall be expected to provide the services during the specified contract period on Contract Basis (or extended period on mutual consent, if any) as described in the contract.

### **2. Penalty Clause:**

- a) In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- b) If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of “Tenderer” and “Tenderer” shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.

### **3. Terms of payments:**

- A) Any taxes and / or other Government levies as applicable or becoming applicable later due to under any law shall be deducted from the bill.
- B) The payment will be made through ECS / RTGS after satisfactory completion of work on quarterly basis and on production of valid proof of submission / deduction of ESI, EPF and Insurance etc..
- C) The agency / contractor shall provide a Bank / performance Guarantee in the prescribed Perform of 5% of tendered amount. The Bank / performance Guarantee submitted by the agency / contractor shall be valid upto six months beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills at the time of making payments.
- D) Payment will be made on the actual measurement basis only.  
Following documents shall be enclosed with the bills:-
  - i) Proof of payment of wages-
    - (a) Contractor shall submit ID proof, address proof and bank account details of deployed workers to CWC.
    - (b) Payment to the (engaged employees) should be made by the contractor through bank only. No cash payment will be allowed.
  - ii) Proof of EPF contribution made by the contractor along with valid ECR.
  - iii) ESI contribution made by the contribution along with valid ECR.
  - iv) GST payment proofs.
- E) GST, EPF, ESI etc. shall be mentioned / quoted separately and specifically and shall be

reimbursed by the department on production of valid paid Challan / Receipt of the Government agency.

- F) The estimated cost of work has been worked out by including all taxes like services tax etc., levies, EPF, ESI etc. The rates quoted by the tenderer shall be assumed to be inclusive of all taxes etc. if they are not specially mentioned in the Schedule of quantities.
- G) Payment will be made to the contractor as valid proof of payment.
- H) Bill should be prepared and submitted by the agency in two copies to the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP).

- 4. Withholding of Payment:** The department shall have the right to with hold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the SE, HOC, CWC, Vaishali or his authorized representative on this aspect shall be final. No interest shall be allowed on payment with held, when released

**5. Period of Agreement:**

- A. The contract is for a period of 12 months from the date mentioned in the work order issued, however if the Department wishes, the contract can be extended or reduced for certain periods on mutually acceptable terms. The contract may be terminated at any time by the SE, HOC, CWC, Vaishali with one month notice. The HOC, CWC reserves rights to reduce the contract period without assigning any reasons. The number of outsourcing personnel to be employed may increase or decrease.
- B. **The department reserves the right to terminate the contract before the expiry of the contract period without assigning any reason.**

**6. Jurisdiction**

All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Delhi shall have jurisdiction in all matter arising out of or connected with the agreement.

**7. Notice:**

Any notice given by one party to other pursuant to this contract shall be sent to the other party in writing by registered post or fax confirmed in writing to the other party's address specified in this contract.

**8. Subcontracts:**

The agency / contractor shall notify the customer in writing of all subcontracts awarded under this contract and this shall not relieve any; liability or obligation under the contract to the agency / contractor.

**9. Assignment:**

The agency / contractor shall not assign, in whole or any part, its obligations to perform under this contract, to other contractor without prior written permission of the department.

**10. Contractor's obligations:**

The agency / contractor is obliged to work closely with the Department's staff, act within its own authority and abide by directives issued by the Engineer-in-charge for NRWQL related activities.

The agency / contractor will abide by the job safety measures prevalent in India and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the agency / contractor's negligence. The agency / contractor will pay all indemnities arising from such incidents and will not hold the department responsible or obligated.

The agency / contractor are responsible for managing the activities of its personnel or

subcontracted personnel and will hold itself responsible for any misdemeanors.

- i) 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 contract. The department shall not be responsible for any payment to the staff of the contractor under any circumstances.
- ii) The Contractor shall pay not less than minimum wage as per the minimum wages act, 1948 as applicable in the concerned states from time to time to the manpower engaged by him on the work.
- iii) In respect of all manpower directly or indirectly employed in the works for the performance of this contract, the contractor shall comply with or cause to be complied with the CPWD contractor's labour regulations made by the Government from time to time regarding payment of wages / wage period, deduction from wages, recovery of wages not paid, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of like nature.
- iv) Under the provision of the minimum wages act, 1948 and the minimum wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the security work 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.
- v) Vis-à-vis the 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.
- vi) The Contractor shall deploy the person for the aforesaid work should be less than 50 years old.

**11. Observance of Employees State Insurance Act 1948 and PF Act 1952:**

The Contractor shall observe all the provisions of 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 this work.

**12. Responsibility for compliance with the provision of Employment of Children Act:**

The Contractor(s) shall at all times duly observe the provisions of employment of Children Act XXVI of 1938 and any reenactment or modification of the 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 penalties which by reason of any default on the part of the contractor(s) in the observance and performance of the provisions of Employment of Children Act XXVI of 1938, or any reenactment or modification of the same.

**13. The scope of the work is Hiring of DEO and Unarmed Security Guard at HOC, CWC office under the jurisdiction of SE, HOC, CWC, Vaishali, Ghaziabad (UP) as specified in schedule of quantities. The brief of duties are as given below.**

The Data Entry Operator supplied by the contractor must be at least 12th pass (copy of 12th pass certificate & marks sheet to be submitted), shall be physically and mentally fit to carry out the work assigned to him. They must have knowledge of software like Microsoft Word, Microsoft Excel & Power Point, Scanning & printing, Photocopying, Fax and File maintenance. The address of Data Entry Operators supplied (alongwith address proof) & antecedents must be submitted to this office before start of the work.

**The qualifications required are:-**

**For Data Entry Operator (DEO) & Unarmed Security Guard**

S.N	Type of qualification	Requirement
1.	<b>Educational-</b>	Minimum 12th Passed for DEO with sound knowledge of computer
2.	<b>Physical-</b>	Shall be physically fit to carry out work assigned.
3.	<b>Mental-</b>	Shall be mentally sound to understand and carry out works assigned.
4.	<b>Medical-</b>	Shall be medically fit.

***Workmen Safety and Insurance:***

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed as DEO and Unarmed Security Guard. 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.

14. The agency / contractor shall provide the under taking to this office that the Police verification has been done of all deployed at site.
15. The copy of Bio-data, appointment letter and Identity card of the Staff deputed on duty after due verifications are to be provided by the agency / contractor to this office for check and record.
16. The agency / contractor shall be fully responsible for the good character, conduct and behaviors of the staff deployed by him.
17. All aspects of verification (Police verification, address verification, document verification) concerning to the deployed staff shall be the sole responsibility of the Agency / contractor and no compensation shall be claimed for the same.

**18. COMMENCEMENT & COMPLETION OF SERVICE**

The duration of the Contract shall be for a period for 12 months from date of award which can be extended further by the mutual consent.

**20. QUALITY OF SERVICE**

- (i) It will be the responsibility of the contractor to maintain the high standard of services.
- (ii) The contractor will abide by the job safety measures prevalent in India and will free the Department from all the 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 the department responsible or obligated.

**21. PENALTY OF SERVICES**

- (i) In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- (ii) If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of "Tenderer" and "Tenderer" shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- (iii) In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department would be entitled to be compensated as the case may be. Before deciding quantum of compensation the department may give notice to agency. The decision of CWC as regards the quantum of compensation will be final.

**22. TERMS OF PAYMENTS**

- (i) No mobilization advance or secured advance will be paid.
- (ii) Bill should be prepared and submitted by the agency in two copies to the HOC, CWC, Vaisahli.
- (iii) Following documents shall be enclosed with the running bills:-
  1. Proof of payment of wages to deployed staff.
  2. Proof of EPF contribution made by the contractor along with valid ECR.
  3. ESI contribution made by the contribution along with valid ECR.
  4. GST payment proofs.
  5. Bank mandate form
- (iv) Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.
- (v) The payment will be made by account through ECS/RTGS only after completion of work on monthly basis for which the Agency shall be raising bills in duplicate in favour of Superintending Engineer, HOC, CWC, Vaishali.
- (vi) The "Tenderer" shall provide a Bank/Performance Guarantee in the prescribed Performance of 5% of tendered amount. The Bank/Performance Guarantee submitted by the "Tenderer" shall be valid up to 18 month beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills including adjustment of Earnest money as security deposit at the time of making the payments.
- (vii) For the purpose of this tender document "Tenderer", "Agency" and "Contractor" are synonymous.
- (viii) The department shall have the right 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 **SE, HOC** or his authorized representative on this aspect shall be final. No interest shall be allowed on payment withheld, when released.

## **23. AGENCY'S OBLIGATION**

- (i) The Department shall not in any manner be responsible for any act, negligence, default; omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Department. However, if any such claim is made against the Department, the agency shall indemnify reimburse the Department against all the money paid and expenses incurred by the employer.
  - (ii) The "Tenderer" shall, in case any of its personnel is negligent in performing his duty resulting in inconvenience and/or loss to the property of the department, be liable to compensate the Department for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the competent authority of CWC. The decision of competent authority of CWC shall be final and binding on the Contractor.
- 24.** No other charges, wages, dues, allowances and compensation whatsoever to staff, employees or other persons to be deployed by the Agency for the services rendered or to be rendered by the contractor, over and above the amount quoted by the contractor will be paid to the contractor.

## **TECHNICAL INFORMATION AND FINANCIAL BID**

**Name of Work: “PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos.UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 MONTH ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)”.**

1	Name of Tendering Company/ Firm/ Agency:	
2	Full Address of Reg. Office :	
3	Telephone No.	
4	FAX No.	
5	E-Mail Address :	
6	PAN / TIN No. (Attach attested copy)	
7	GSTIN Registration No. (Attach attested copy)	
8	Self attested Copy of Government or semi Government organization to which same services have been provided during last three years with period of contract may be enclosed.	
9	Agency Bank Account number and Branch name with Branch Code	
10	<b>Amount of Earnest Money</b>	
11	D.D. / P.O. No. & Date	
12	Drawn on Bank	
13	<b>Amount of Tender Fee</b>	
14	D.D. / P.O. No. & Date:	
15	Drawn on Bank	

Place:

Signature of authorized person:

Date:

Name of authorized person:

Seal of Agency/Firm:

जल ही जीवन है



जल का संरक्षण कीजिए

## Schedule of Quantity

**Name of work :- “PROVIDING SERVICES OF 1 No. DATA ENTRY OPERATOR AND 2 Nos.UNARMED SECURITY GUARD (Watch & Ward) FOR A PERIOD OF 12 MONTH ON CONTRACTUAL BASIS FOR HYDROLOGICAL OBSERVATION CIRCLE, VAISHALI, GHAZIABAD 201010 (UP)”.**

S.N o.	Description of items	QTY.	Unit	Rate for one persons for one day		Total Amount	Remarks
				In Figure	In Words		
1.	<b>1 no. Data Entry Operator (DEO) @ 733/- Per day x25= 18325/- per month.</b>	1 No.	Per person per day				
2.	<b>2 nos. Watch &amp; Ward Service to HOC,CWC, Vaishali (2 nos. x 12 months @ 733/- per day X 30 days = 21,990/- per month.</b>	2 Nos.	Per person per day				
<b>Total</b>							
<b>Service charges</b>							
<b>ESI</b>							
<b>EPF</b>							
<b>Sub Total</b>							
<b>Add GST @.....</b>							
<b>[ GST to be reimbursed on the production of receipts]</b>							
<b>Grand Total</b>							

**\*Financial bid will be filled online only on CPP Portal.**

GST Shall be paid extra at prevailing rates.

Issuing Authority

\*EPF, ESI & Service Tax amount as applicable will be reimbursed by the department only after the submission of original paid challan/ receipt in the office.

\*EPF & ESI shall be paid ( as applicable) on current minimum wages, 2017 of the employees employed per Ministry of Labour & Employment , Govt of India, New Delhi

Superintending Engineer  
HOC, CWC, Vaishali, Ghaziabad

Signature of Contractor  
Seal  
Address

जल ही जीवन है



जल का संरक्षण कीजिए