



निविदा दस्तावेज के लिये

"वैनगंगा प्रभाग, सीडब्ल्यूसी, नागपुर के तहत नदी गेजिंग साइटों पर हाइड्रो-मौसम संबंधी डेटा के संग्रह के लिए अर्द्ध कुशल व्यक्तियों की सहायता सेवाएं प्रदान करना"



एनआईटी संख्या: सीडब्ल्यूसी / एमसीओ / डब्ल्यूडीएन / 2019-20 / 06 तारीख: 24.05.2019

ऑफलाइन प्रस्तुत करने की तारीख : 30.05.2019 (17:00 बजे तक)

तकनीकी बोली को खोलने की तारीख: 31.05.2019 (12:00 बजे)

प्रबोधन मध्य संगठन, नागपुर

अधिकासी अभियंता
वैनगंगा प्रभाग, नागपुर

मई- 2019

आपो ज्योति रसोऽमृतम्

भारत सरकार
केंद्रीय जल आयोग
वैनगंगा प्रभाग

दूसरा मंजिल, ब्लॉक "सी"
सीजीओ कॉम्प्लेक्स, सेमिनरी हिल्स
नागपुर -440006 (महाराष्ट्र)
फोन नंबर 07712-2510156, 0712-2519939

ऑफलाइन टेंडर को आमंत्रित करना

एनआईटी संख्या: [सीडब्ल्यूसी / एमसीओ / डब्ल्यूडीएन / 2019-20 / 06]

कार्यकारी अभियंता, वैनगंगा प्रभाग, सीडब्ल्यूसी, दूसरा मंजिल, ब्लॉक "सी" सीजीओ कॉम्प्लेक्स, सेमिनरी हिल्स, नागपुर -440006 (महाराष्ट्र) फोन .0712-2510156, 0712-2519939 भारत के राष्ट्रपति की ओर से ऑफलाइन ऑफलाइन निविदाएं आमंत्रित करता है , जिसमें जनशक्ति सेवा से तकनीकी और वित्तीय बोलियां शामिल हैं, जो ईपीएफ, ईएसआई, क्षेत्रीय श्रम आयुक्त के वैध पंजीकरण प्रमाण पत्र, एजेंसियों / फर्मों को सरकारी / अर्ध सरकारी कार्यालयों को मैन पावर सर्विसेज प्रदान करने के लिए कम से कम तीन वर्षों का अनुभव प्रमाणपत्र प्रदान करती है। काम "वैनगंगा प्रभाग, सीडब्ल्यूसी, नागपुर के तहत नदी गेजिंग साइटों पर हाइड्रो-मौसम संबंधी डेटा के संग्रह के लिए अर्द्ध कुशल व्यक्तियों की नदी गेजिंग सहायता सेवाएं प्रदान करना ।

अनुमानित लागत (रुपये)	अग्रिम धन जमा (रुपये)	निविदा की लागत दस्तावेज (रुपये)	पूरा होने की अवधि
5301648/-	106050/-	500/-	5 MONTHS

- निविदा जमा करने की अंतिम तिथि 30.05.2019 तक 17.00 बजे तक है।
- पूर्व-बोली सम्मेलन 27.05.2019 को कार्यकारी अभियंता, वैनगंगा प्रभाग, सीडब्ल्यूसी, द्वितीय मंजिल, ब्लॉक "सी", सीजीओ कॉम्प्लेक्स, सेमिनरी हिल्स, नागपुर-440006 (महाराष्ट्र) फोन नंबर 0712-2510156, 0712-2519939 के कार्यालय में 15:00 बजे आयोजित किया जाएगा।
- तकनीकी बोली 31.05.2019 को 12.00 बजे खोली जाएगी।
- रुचि रखने वाले निविदाकार वेबसाइट <http://eprocure.gov.in/cppp/>, भारत सरकार के केंद्रीय सार्वजनिक खरीद पोर्टल से निविदा दस्तावेज और अन्य विवरण भी डाउनलोड कर सकते हैं। यह सीडब्ल्यूसी वेबसाइट पर <http://www.cwc.nic.in> पर निविदा पृष्ठ पर भी उपलब्ध है। हालांकि, निविदा दस्तावेज जमा करने से पहले निविदा दस्तावेज की लागत प्राप्त होने पर उनके निविदाएं केवल स्वीकार की जाएंगी। निविदा लागत का भुगतान नागपुर में देय कार्यकारी अभियंता, वैनगंगा प्रभाग, सीडब्ल्यूसी, नागपुर के पक्ष में किसी अनुसूचित बैंक पर तैयार खाता प्राप्तकर्ता डिमांड ड्राफ्ट (अप्रतिदेय) के माध्यम से किया जाएगा।

हस्ता /
अधिकासी अभियंता
भारत के राष्ट्रपति और उनकी तरफ से

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Wainganga Division, Nagpur**

NOTICE INVITING TENDER

The Executive Engineer, Wainganga Division, CWC, 2nd Floor, Block "C" C.G.O. Complex, Seminary Hills, Nagpur -440006 (M.S.) invites, on behalf of The President of India, tenders comprising of technical and financial bids from the Manpower Service providing Agencies/Firms having valid Registration Certificate (s) of EPF, ESIC, Regional Labour Commissioner, **experience certificate of at least three years towards providing Man Power Services to Government/Semi Government offices** on the terms and conditions mentioned below:

Sl. No.	Name of work	No. of personnel required	Period of contract	Estimated Amount*
1.	Providing Semi-skilled man power Services for collection of Hydro meteorological data at CWC Hydro-meteorological sites Under Wainganga Division, CWC, Nagpur during the Monsoon-2019 (List of sites enclosed at (Annexure VIII)).	48nos.	5 months	Rs. 5301648/-

* Inclusive of all liabilities and taxes as applicable.

1. The details of work to be performed by the bidder:

Sl. no	Address	Duty period / Qualification	Nature of Duties to be Performed
1.	At various sites under control of O/o the Executive Engineer, WD, CWC, Nagpur	Round the clock (8Hrs duty)/10th standard pass with swimming knowledge in rivers and physically fit. 18-45 years of age.	To assist the departmental staff in Hydrological observation works which includes gauge and discharge observation work, rainfall data and meteorological data, moving and positioning of boat, winch operation, all maintenance works, like fixing of various equipment, installation, cleaning, painting, greasing, recording work, watch and ward of site office W/L operation etc. as per requirement of various hydro-metrological station in Wainganga river basin (As per the list enclosed)

Note: The above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per the instructions of Executive Engineer, Wainganga Division, Central Water Commission, 2nd Floor, Block- C, C.G.O. Complex, Seminary Hills, Nagpur or his representative.

1. Agreement shall be drawn with the successful bidder on prescribed Form CPWD-8 which is available as Government of India Publication; Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
2. The time allowed for carrying out the works shall be 5 Months from the 5th day after the date of written orders to commence the works.
3. The site for the work shall be made available.
4. **The NIT and tender can be downloaded from www.cwc.gov.in or www.eprocure.gov.in.**
5. The tenderers downloading the tender document from website shall enclose the cost of tender document, i.e. **Rs.500/-** in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the **Executive Engineer, Wainganga Division, CWC, Nagpur** payable at Nagpur well in time before the submission of offline Tender.
6. Firm should have a minimum experience of Three years in the field of services for Government /public Sector undertaking The firm should have successfully completed following works during last three years ending 31 march 2019.
 - (a) Three similar works of individual value not less than Rs.16.5 Lakh or
 - (b) Two works each costing not less than Rs. 25 Lakh or
 - (c) One work costing not less than Rs.50 Lakh.
7. Tenders, in two bid system, containing technical bid with earnest money and the other containing financial bid will be received offline by the **Executive Engineer, Wainganga Division, CWC, Nagpur** (hereinafter called Purchaser) **offline up to 17.00 hours on 30.05.2019** only and technical bid will be opened offline by the Purchaser or his authorized representative on **31.05.2019** at **12.00 hours** for preliminary inspection of requisite documents of each bid. However detailed technical examination shall be carried out subsequently. Only those tenders, which are successful in technical evaluation, shall be considered further for financial evaluation. The date and time for opening of financial bids shall be intimated to bidders, which shall successfully clear the technical evaluation.
8. The technical bid shall include all the relevant technical literature, brochures and other documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents as to how the specification requirements are being met by their offer. Any additional information requested by the purchaser during the course of evaluation of the technical and financial bid shall be supplied within the time limits set by the purchaser.
9. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs. **106050/- (Rupees One Lakh Six Hundred Fifty only)** as Demand Draft drawn on a Scheduled Bank in favour of Purchaser, 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. **((a) A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money 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 issued by a scheduled bank (b) It should be ensured that the FDR is pledged in favour of the Purchaser. It is the tenderer's own interest to keep the FDR valid as long as it is required). Tenderer 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. If the technical bid of the tenderer does not contain specified earnest money the tender will be summarily rejected and their financial bid shall not be opened. No further communication shall be entertained in this regard.

10. The details of the work are given under the Schedules, Special Conditions of Contract, Scope of Work and Technical Specification.
11. Detailed information pertaining to the works will be open for inspection by the tenderers at the office of the Purchaser. Tenderers are advised to inspect and examine the locations where the manpower assistance is required to be provided. Submission of a tender by a tenderer 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. No extra claim shall be entertained in this regard.
12. The competent authority, 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 without the assignment of any reason. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
13. The tenderer who wants purchase preference shall clearly indicate so in financial bid along with copy of the document based on which such claim is made. The competent authority reserves its right to allow to the Central Government Public Sector Enterprises a purchase preference with reference to the lowest valid price bid as per Government of India rules prevalent on the date of opening of bid.
14. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
15. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be summarily rejected by Purchaser. The tenderer shall not be permitted to tender for works in the CWC circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Assistant Engineer (both inclusive). He shall also intimate the names of persons 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 tenderer would render his tender liable to be rejected.
16. 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 for a period of one year after his retirement from Government service, without the previous permission of 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.
17. The tender for the works shall remain open for acceptance for a period of 30 days from the due date of submission of tenders. If any tenderer withdraws his tender before the aforesaid period or makes any modifications 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 said earnest money as aforesaid.

18. This Tender/Bid Document comprises of the following parts:

- Notice Inviting Tender
- Additional Instruction to Tenderers
- Scope of Work
- General Conditions of Contract
- Special Conditions of Contract (SCC)
- CPWD Form – 8

A Pre – bid conference will be held at 11:00 hrs on 28.05.2019 in the office of Executive Engineer, Wainganga Division, 2nd Floor, Block "C" C.G.O. Complex, Seminary Hills, Nagpur -440006 (M.S.). The representatives of the tenderer who wish to participate in the tender and their associates (not exceeding a group of 4 persons) shall be eligible to participate in the conference and take part in the discussions. A potential tenderer may send, by 17.00 hrs. of 18.06.2019 the issues in writing on which clarifications are required. All the queries and clarifications required by them will be submitted in writing duly signed preferably prior to the convening of the conference and in any case not later than 1 hour after the conclusion of the conference. Only written requests will be responded in the amendments/ clarifications issued by the department after the pre-bid conference. All responses to the clarifications will be supplied to all the bidder without identifying the individual tenderer who raised the request. For the bidders purchasing the tender documents subsequent to the issue of the clarifications, the same shall be supplied with the tender documents and no additional queries/ clarifications will be entertained. The clarifications issued shall be treated as amendments to the tender requirements.

19. In this conference, the clarifications, if any, required by any prospective bidder on the tender documents would be discussed. If, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, the department modifies the tender documents by an amendment, the same will be sent to all prospective tenderer who have received the tender document.

20. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract agreement consisting of: -

- a) The Notice inviting tender, all the documents including General Conditions and Special Conditions of contract, technical specifications, forms of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard C.P.W.D. Form-8.

Executive Engineer
Wainganga Division, CWC, Nagpur

ADDITIONAL INSTRUCTIONS TO TENDERERS

1) At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.

2) The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.

3) All corrections/ cuttings/over writings in the tender document shall be initialed by the Tenderer.

4) The technical bid prepared by the Tenderer shall comprise the following components:

- a) All the terms and conditions clearly indicating variation, if any, with tender requirements;
- b) Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted;
- c) Earnest Money Deposit in prescribed form; and
- d) Original tender with schedule of quantities without any pricing information.

5) The financial bid shall comprise the following components:

a) Schedule of Quantities and Financial Bid Format duly completed.

6) Bids shall be submitted offline only. For opening of Technical and Financial Bids. Both the bids shall be supplied in one big sealed envelope containing two small sealed envelopes having technical & financial bids. Each Sealed envelope shall clearly mark "technical bid" and "financial bid". Bigger envelope shall be marked as "Tender for Providing Semi-skilled man power Services for collection of Hydro meteorological data at CWC Hydro-meteorological sites Under Wainganga Division, CWC, Nagpur during the Monsoon-2019".

7) Intending tenderers are advised to visit again CWC website www.cwc.nic.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment

8) Evaluation of Bids: Initially only the Technical Bids shall be opened and evaluated. If the bidder meets the qualifying criteria as specified in the bid document, and the solution offered by him meets the requirement of the tenderer, then the bidder shall be shortlisted for financial evaluation. Otherwise the bidder would be rejected at this stage itself.

The date and time of opening of the financial bids shall be fixed subsequently and intimated to the technically qualified bidders in advance. The bidder whose bid is in order and evaluated to be financially lowest, after considering any loadings that are decided at the technical evaluation stage, shall be considered for negotiations(not involving financial aspects) for award of the contract.

Please Note:1. Bidders are requested to submit their technical bids with all the supporting documents in the above order only for the purpose of technical evaluation. Those bids not meeting this criterion shall be summarily rejected.

9) Prices shall be quoted in **Indian Rupees only**.

10) The Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Tenderer proposes to supply under the Contract.

11) During evaluation of technical bids, the department may, at its discretion, ask the Tenderer for a clarification of its bid or ask for field/office demonstration of the equipment, for which no charges shall be paid to the Tenderers. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

12) The rate quoted by the Firm/agency shall be inclusive of monthly wages, Employees Provident Fund, ESI/Workmen compensation Insurance and all other benefits as per rules & regulations in force the tender. If any tenderer quotes the rate less than the wages of relevant category of the Minimum Wage Act, the bid will be summarily rejected. The rates shall be quoted in Indian Rupee only.

13) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.

14) The department will evaluate and compare tender which have been determined to be substantially responsive and the financial tender shall be opened only of the Tenderers whose technical bids are found acceptable. The date and time shall be fixed subsequently and intimated to the technically qualified Tenderers in advance.

15) The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.

16) An affirmative determination will be a prerequisite for award of the work to the contractor.

17) The department reserves the right at the time of contract award to increase or decrease by up to **20% the quantity of goods and services** originally specified in the Schedule of Quantities & Financial Bid Format without any change in unit price or other terms and conditions.

18) Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of Standard Contract Conditions under CPWD Forms 7/8 regarding the deduction of security deposit.

19) All the clauses/writeup related to e-Tendering through TCIL shall cease to be effective and shall become inoperative null and void since, TCIL services in this regard are at present not available for CWC.

2. SPECIAL CONDITIONS OF CONTRACT

2.1 Performance guarantee:

The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as Performance Guarantee in the form of DD/Bank Guarantee / NSC / FDRs from any scheduled bank in favour of Executive Engineer, Wainganga Division, CWC payable at Nagpur.

2.2 Security Deposit:

The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as Security Deposit in the form of DD/Bank Guarantee / NSC / FDRs from any scheduled bank in favor of Executive Engineer, Wainganga Division, CWC, Nagpur payable at Nagpur.

2.3 The Work Order will be issued only on receipt of performance Guarantee. The security deposit / performance guarantee will be released after completion of the work or after payment of final bill subject to fulfillment of all terms and conditions & payment (minimum wages, EPF & ESI/Workmen compensation insurance contributions etc.) of hired personnel. The Performance Guarantee & Security Deposit will be forfeited in case of termination of the contract by the department due to lapses on the part of the contractor/agency.

2.4 The contract for providing/supply of manpower services will be 48 nos. for 5 months.

2.5 Submission of more than one tender by a tenderer for a particular work will render the bids liable for rejection.

2.6 Bid shall remain valid for the period of 75 days from the date of bid opening. In exceptional circumstances prior to the original bid validity period, the Department may request that the bidders to extended the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

2.7 The right to reject any quotation or all the quotations, without assigning any reason thereof, rests with the Executive Engineer, Wainganga Division, CWC, Nagpur.

2.8 The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.

2.9 To assist in the examination, evaluation of bids, the Employer may at its discretion, ask any bidders for clarification of its bid and may ask for original documents as per requirement. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids. Each page of tender document should be signed by the bidder.

2.10 Canvassing in any form will be summarily rejected /disqualified for bidding.

2.11 The employees of CWC or their relatives are not eligible to participate in this bid.

2.12 The employer shall be awarded to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price. The bidder whose bid has been accepted will be

notified of the award by the employer prior to expiration of the Bid validity period. The letter of the bid acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.

2.13 Any disputes arising during the contract period, the decision of the Superintending Engineer, Monitoring Central Organisation, CWC, Nagpur will be final and binding on the bidder.

2.14 The contractor should submit the details of the persons employed in the format given below within 15 days of award of the contract. If case of any change in the persons employed the same should be submitted within one week of the joining of that person.

Sl No	Name	Age	Address	Phone Number	Bank, Branch where salary shall be deposited	EPF Number	Aadhar Number

2.15 The contractor will submit wage bill every month.

The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

- Schedule showing the individual details of deductions of EPF to be tallied with the wage bill.
- The contractor will certify on the bill that the monthly wage bill of all categories of contractual employees deployed by him is complete and no person has been left and no supplementary bill will be submitted thereafter.
- No person(s) has/have been engaged on contract basis in this office without the prior approval of the Executive Engineer or any authorized person.

2.16 A spare/attested copy of bank scroll/bank challans as a documentary proof of deposit of EPF/Workmen Compensation Insurance/Service Tax/GST etc. payment to the concerned Department will be submitted to this office along with the bill for wages for the next month.

2.17 The contractor should produce documentary proof of payment to this department separately i.e. minimum wages including details of deposit made against Workmen Compensation insurance, EPF (Employee and Employer contribution) etc. is to be paid before 7th of the succeeding month. In case the contractor fails to pay by 7th of the succeeding month to the personnel, the provisions of Clause 3.1.1 will be applicable. In such cases if the Outsourcing personnel deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the contract personnel as per the contract agreement till such time the department wishes to continue the work. The Contractor shall be responsible for payment of wages and allowances as per Minimum Wages issued by Department of Labour and Employment, Govt, of India for Maharashtra State and

variance in Special allowance / VDA will be applicable as and when the appropriate Government notifies it and all other statutory dues to the persons employed by him for providing the contractor. (No intermediate/advance payment shall be made for work.) No additional payment will be paid to the agency other than contract amount. Except in the case of price variation mentioned in Clause 37.

- 2.18** If the wages are not paid in time penalty of 1% of running bills will be levied upto 15 days. After which the contractor will be served a notice failing which the contract will be terminated and the performance guarantee will be forfeited and the contractor will be black listed.
- 2.19** Payment Terms:
No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer every month within 10 days after obtaining the Bill in triplicate from the agency. TDS as applicable will be deducted from every bill.
- 2.20** The contract is for a period of 5 months from the date from which the order is issued, however if the Department wishes, the contract can be extended for further periods on mutually acceptable terms. The contract may be terminated at any time by the undersigned with one month notice. The undersigned reserves rights to reduce the contract period without assigning any reasons. The number of outsourcing personnel to be employed may increase or decrease.
- 2.21** The Department will not be responsible for any injury sustained to the agency personnel during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made by the agency. If any incident happens during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage /compensation as per the latest acts in force.
- 2.22** In case it is noticed by the Employer/undersigned "that the person/persons deployed by the agency is/are not working up to the mark/required standard, an advance written notice (probably two days) will be given by the undersigned to improve upon himself/themselves to carry the work as per government standard of work/instruction of undersigned or by authorized representative of this office. In the event of no improvement despite written notice the agency will be asked to replace the person/persons immediately which shall be fulfilled by the contractor. If no replacement is provided the contract will be cancelled by giving 24 hrs notice.
- 2.23** The person/persons deputed by agency should attain age of 18 years at the time of contract. The persons deployed should be physically fit. They should submit age proof certificate at the time of joining duty.
- 2.24** The person who will be engaged for this service should be able to read & write the language of Hindi & English in addition to his own mother tongue.
- 2.25** In the event of any untoward incident happens while on duty the agency/personnel employed should immediately register the FIR in nearest police station under intimation to the undersigned.
- 2.26** The persons deployed by the agency for Man Power services should work under the control of the undersigned or by the office authorized representative.
- 2.27** For any breach of conditions mentioned above the "authority" shall have absolute power to withhold

such amount from the claim of the agency which he/she find suitable to compensate damages/risk caused by the negligence of agency's personnel.

- 2.28** The agency shall submit the duty roster of the personnel deployed for duty at each and every month mentioning the names of the persons who are on duty.
- 2.29** The agency shall provided their officers and other inspecting staff for visit the office premises periodically and should organize surprise day/night checking to ensure the efficient duties by their personnel. No extra claim should be entertained for rendering such services.
- 2.30** Any terms & conditions imposed by Central Water Commission head quarter New Delhi from time to time are liable to be implemented by the agency.
- 2.31** The "agency" shall be solely responsible for any compensation, penalty or any other expense which may be imposed by authority for failure in complying with any of the statutory requirement. The agency indemnifies the "authority" for any damage/penalty /cost or any other obligation which the "authority" may sustain or incur on account of failure or alleged failure on the parts of the contractor for such compliance.
- 2.32** The successful bidder will enter into an agreement with this office for supply of suitable manpower as per requirement of this office on the terms and conditions on Non-Judicial Rs.100/- stamp paper. The above stamp paper will be arranged by bidder. The agreement will be valid for one year from the date of commencement of work. The service charges / rates quoted by the contractor shall be fixed for a period of Contract. No request for any change, modification shall be entertained before expiry of the contract period.
- 2.33** The contractor shall not assign, transfer, pledge or sub contract of the work without the prior written consent of this office.
- 2.34** Any legal dispute will be subject to jurisdiction of Nagpur Courts only and no other court shall have the jurisdiction.
- 2.35** Corrupt and fraudulent practices:
It is expected that bidders under this contract observe the highest standard of ethics during the execution of this contract.
- A. In Pursuance of this policy, the employer defines for purpose of these provisions, the terms set forth below as follows:
- B. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the contract execution, and
- C. Fraudulent Practice means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among bidders(prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.

- D. Will reject a proposal for award of work if he/she determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

2.36 Display of notice regarding wages etc.

Before commencement of work, the contractor shall display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payment of wages and other relevant Information.

2.37 Price Basis/Variations:

The Price quoted for the job will vary depending on the following

- 37.1 Change in minimum Wages including Special allowance/VDA as notified by Govt of India from Time to time.
- 37.2 Any changes in EPF contribution of employer's portion and any other lawful payable due to changes in Labor Law.
- 37.3 Payment to the contractor will be subject to TDS as per rules in force from time to time.
- 37.4 Any variation due to enactment of any law/Regulation to the workforce as notified by the state authority.

Prices quoted by the tenderers should be inclusive of all taxes.

2.38 Evaluation Criteria: Evaluation of the tender shall be done based upon the lowest quoted contract value in % (Percentage). In case of a Tie the final authority shall be Tender accepting authority for finalization of bid.

3.0. GENERAL CONDITIONS OF CONTRACT

3.1. PAYMENT OF WAGES

- 3.1.1. The contractor shall make payments to the labours before 7th of the succeeding month. The payment shall be deposited in the bank account of the labours/By account payee cheque only. No other form of payment is acceptable. The contractor shall produce documentary proof in the form of bank statement showing that the payments due to the labours, including details of deposit made against ESI, EPF etc. is paid before 7th of the succeeding month. In case the contractor fails to pay by 7th of the succeeding month to the labours, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the labours deployed by the contractor wishes to continue the work, necessary arrangements will be made by the Department to make payments to the labours as per the contract agreement till such time the department wishes to continue the work.
- 3.1.2. Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

3.2. REGISTRATION WITH OTHER DEPARTMENTS

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. If the license requires renewal, it

should be renewed immediately and submitted to this office. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

3.3. RECOVERY OF THE PAYMENTS

- 3.3.1. Whenever any claim, against the contractor for the payment of a sum of money 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 any 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 remaining due.
- 3.3.2. Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting voucher abstracts etc. to be made after payment of the final bill and if as a result of such Audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.
- 3.3.3. Provided that Government shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer, MCO, CWC, Nagpur/Executive Engineer, Wainganga Division, CWC, Nagpur on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

3.4. TERMINATION OF THE CONTRACT

Subject to other provisions contained in this clause, the Executive Engineer may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior quality of works by personnel employed, any claims for damages and/or other provisions of this contract or otherwise.

- 3.4.1. If the contractor having been given by the Executive Engineer a notice in writing to replace personnel that the work is being performed in an inefficient or otherwise improper manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- 3.4.2. If the contractor has, without reasonable cause, removed a Personnel during the contract period in way effected the with due diligence so that in the opinion of the Executive Engineer (which shall be final and

binding) he will be unable to secure completion of the work and continues to do so after a notice in writing of seven days from the Executive Engineer.

- 3.4.3. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer.
- 3.4.4. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Executive Engineer.
- 3.4.5. If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- 3.4.6. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Executive Engineer.
- 3.4.7. If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- 3.4.8. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- 3.4.9. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- 3.4.10. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

If the contractor assigns, transfers, sublets or otherwise parts with the entire works or any portion thereof without the prior written approval of the Executive Engineer. When the contractor has made himself liable for action under any of the cases aforesaid, the Executive Engineer on behalf of the President of India shall have powers:

- 3.4.10.1. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
- 3.4.10.2. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Executive Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Without prejudice to any of the rights or remedies under this contract, if the contractor absconding/missing or demise, the Executive Engineer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

3.5. EMPLOYMENT OF PERSONNEL:

- 3.5.1. The contractor shall employ his own personnel; behavior of personnel shall in no way be detrimental to the CWC Administration. The contractor shall for the purpose of fulfilling the obligations under this agreement provide personnel of good character, physically fit, well behaved and skillful in their duties.
- 3.5.2. The contract personnel should wear a uniform. They will also have a photo identity card issued by the contractor with proper turnout so that they can be identified during their duty hours.
- 3.5.3. The contractor shall discharge from service any employee who in the opinion of CWC Administration, misconduct himself or is in any way unfit or unsuitable for the said premises. The decision of the Executive Engineer, Wainganga Division, CWC, Nagpur / Engineer in charge or his representative in this respect will be final and binding.
- 3.5.4. The persons deployed by the contractor should be efficient and physically fit.
- 3.5.5. The contractor shall at all times obey the lawful instructions given to him by the Executive Engineer, Wainganga Division, CWC, Nagpur or his representative, of such other personnel appointed/deputed by the CWC administration. Any infringements of any such instructions may render the contractor liable to be fined as per rules.

3.6. Working hours and OTA.

The hydro-meteorological data collection at site will start at 08.00 AM. Chart showing the duty hours of labour from 08.00 AM to next day 08.00 AM will be displayed on notice board and labours have to attend the duty as per the duty chart. The working hours in a day is fixed as 9 hours with a normal

break and a day off per week. In case the labour has to perform more hours of work then OTA at pro rata basis will be paid to the labour.

3.7. RESPONSIBILITY FOR COMPLAINE WITH PROVISION OF EMPLOYMENT OF CHILDRENS ACT.

The contractor(s) will at all times duly observe the provisions of Employment of Children Act. XXVI of 1938 and any reenactment or modification of same and will 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 CWC administration 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 reenactment or modification of the same.

3.8. 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 un-touch ability 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 un-touch ability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the un touch ability (offences) Act XXII of 1955 and any reenactment 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 CWC administration from and against all actions, claims and penalties which may be suffered by the CWC administration or by any person employed by it (including outsourcing personnel engaged for House-keeping services), by reason of any fault on the part of the Contractor, his servants and agents, in the due observance of 1955 Act XXII, or any reenactment 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 reenactment 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 CWC Administration, 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 un-touch ability (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 CWC Administration on account of such termination.

3.9. LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE:

The contractor shall at all times indemnify the CWC Administration 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, Security personnel, servants, or any persons in the employment of the contractor's and engaged in the performance of the

business relating to the contract.

The contractor at all times shall also take all risk of accident to such workmen against all costs and expenses incurred by the CWC administration in connection there with and (without prejudice to any other means of recovery) the CWC Administration shall be entitled to deduct from any money due or to become due to the contractors whether under this agreement or by other agreement, all money paid or payable by the CWC Administration by way or compensation aforesaid or for costs expenses in connection with any claim there to, the contractors shall abide by the decision of the CWC Administration as to the sum payable by the contractors under the provision of this clause.

3.10. 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 are found in drunken/intoxicated state he will be summarily discharged from service. Moreover the contract will also be liable for termination with penalty, on which the decision of CWC administration will be final.

3.11. 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 and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it. Service tax may be paid as per the provision and rates quoted in the bid by the contractor. Proof for the payment made in these regards are to be enclosed along with bill for payment

3.12. CONTRACTOR'S RESPONSIBILITY FOR NEGLIGENCE ETC. OF ITS EMPLOYEES.

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 CWC property during the tenure of the agreement either due to negligence or connivance of its employees and will reimburse the administration for any loss suffered by it during the period of contract.

3.13. INDEMNIFICATION FOR LOSS/DAMAGES ETC.

In the event of any damage or loss what so ever caused to the CWC/Government property due to negligence or connivance of its employees, the CWC administration shall be empowered to have the damage or loss repaired and or recovered the amount so spent as well as that due from the imposition of penalties under other various clauses of the tender on account of any money due to the contractor under this agreement or on account of any other work, executed for the CWC by the contractor or from his security deposit or from monthly bill.

The contractor shall indemnify the CWC administration against any loss or damages to the property of CWC administration, any claim made by its employees against CWC administration or any 3rd party in event of demise, fatal injury to the person or loss/damage to the property of the CWC administration due to any reason whatsoever arising out of any act of negligence on the part of the contractor or its employees.

3.14. COMPLIANCE OF SEMI SKILLED PERSONNEL LAWS ETC.

The contractor shall comply with all relevant statutes including contract personnel (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Watch & Ward personnel Laws.

3.15. Contribution of EPF & Workmen Compensation insurance

The Workmen Compensation insurance and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Executive Engineer to the contractor on actual basis.

3.16. MODE OF PAYMENT

The contractor shall pay the monthly Wages as per the schedule of rates issued by Department of Labour and Employment, Govt, of India for Maharashtra State to all the personals appointed under this contract. The contractor shall have to submit the bill in triplicate along with proof for the payment to the individual as mode of payment should be by bank only and all other recoveries made to the employees under this contract under minimum wage Act every month for arranging payment. Payments of the Personnel employed should be disbursed by 7th of every month. Failing which necessary action will be taken as deemed fit.

3.17. WITH HOLDING OF PAYMENT

The CWC administration shall have the right and be entitled to withhold payment of contractor under this agreement in the event of any breach of the terms and conditions of the agreements by the contractor. The opinion of the Executive Engineer, Wainganga Division, CWC, Nagpur, or his authorized representative on this aspect shall be final. No interest will be allowed on payment with held, when released. The Security Deposit and the Performance guarantee shall be released six months after the completion of the work subject to the fulfillment of the all the Terms and Conditions of the contract given in the tender document.

3.18. PROHIBITION OF TRANSFER OF CONTRACT

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.

3.19 SPECIAL CIRCUMSTANCES

In the event that the arrangements made by contractor are not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the Executive Engineer, Wainganga Division, CWC, Nagpur, or his authorized representative, in the event of urgency may entrust the work to any person/personnel without any intimation to the contractor and the contractor shall be liable for refund of such expenses incurred by the CWC administration in this regard. The decision of the Chief Engineer, MCO, CWC, Nagpur, or his authorized representative as regards to the satisfactory will be final.

3.20 ABSCONDING WHILE ON DUTY/SLEEPING ON DUTY/NOT ALERT

Suitable action like discharge from service of defaulter staff or termination of contract as found fit will be taken by CWC Administration if any are found absconding while on duty/sleeping on duty/found not alert by CWC Administration.

3.21 BREACH OF CONDITIONS OF CONTRACT

On the breach of any term or condition of this contract by the contractor the Executive Engineer, Wainganga Division, CWC, Nagpur shall be entitled to forfeit the security deposit, or the balance there that may at the time remaining, and to realize and retain the same as damage and compensation for the breach, but without prejudice to the right of the said President to recover any further sums as damage from due or which may become due to the contractor by Government or otherwise howsoever.

Sd /-

Executive Engineer,
WD, CWC, Nagpur

E mail: wgdivision@yahoo.co.in

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : **Central**
 ORGANISATION : **Monitoring Central Organization**
 CIRCLE : **S.E. (C), MCO, CWC, Nagpur**
 DIVISION : **Wainganga Division, Nagpur**

Tender & Contract for Works

:

"Providing Semi- Skilled man power assistance services for collection of Hydro-meteorological data at river gauging sites under Wainganga Division, CWC, Nagpur " To be submitted offline up to **17.00 hours on 30.05.2019** to *Purchaser*.

To be opened offline in presence of tenderer(s) or their authorized representatives who may be present at 12:00 hours on 31.05.2019 in the office of *Purchaser*.

Issued to _____
 (Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER

I/We have read and examined the Notice Inviting Tender, General Rules and Directions, General Conditions and Special Conditions of Contract, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Purchaser within the time specified in tender, viz., schedule of quantities and in accordance in all respects as are provided for, by, and in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 30 days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. ----- is hereby forwarded as Demand Draft of a Scheduled Bank as earnest money. If I/We, fail to commence the work specified, I/we agree that the said Purchaser, or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money 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 Tender.

I/we have already furnished security to the President of India in lieu of earnest money and have deposited with the Purchaser, a lump sum security of Rs..... as earnest money in individual cases & I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing no._____ dt.____/____/____ against the necessity of depositing earnest money 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 money mentioned for this work, unless a sum equal to the earnest money 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 money 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 there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

Witness:

Address:

Occupation:

Signature of Contractor
Postal Address

Seal

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 referred to below shall form part of this contract Agreement: i)
ii)
iii)

Dated.....

For & on behalf of President of India
Signature.....
Designation.....

SCHEDULES

SCHEDULE 'A'-	Schedule of quantities (Enclosed at Table 1)
SCHEDULE 'B'-	Not applicable
SCHEDULE 'C' -	Not applicable
SCHEDULE 'D' -	Additional Conditions of Contract
SCHEDULE 'E' -	Not Applicable
SCHEDULE 'F'-	Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

Annexure -I

Name of Work: Providing Man Power services (providing 48 nos. for 5 months) Wainganga Division, Nagpur.

TECHNICAL BID

1	Name of Tendering Company / Firm / Agency	
2	Name of proprietor / Director of Company / Firm / Agency	
3	Full address of Reg. Office	
4	Telephone No.	
5	FAX No.	
6	E-Mail Address	
7	Full address of Operating / Branch office (if any)	
8	Details of EMD	1. Amount 2. Date: 3. DD No: 4. Name of Bank & Branch :
9.	Additional information, if any	

Signature of authorized person with seal

List of documents to be enclosed with the Technical Bid

1. Application (Annexure-I)
2. Attested copy of registration of agency;
3. Attested copy of PAN / GIR Card;
4. Attested copy of the **last two years** IT returns filed by agency;
5. Attested copy of Service Tax registration certificate;
6. Attested copy of the E.P.F. registration letter / certificate;
7. Attested copy of the E.S.I. registration letter / certificate;
8. Attested copy of Work Experience of similar work during the past **Three year.**
10. DD s of EMD & charges of tender document, if downloaded.
11. Copy of Turnover of last three years.

FINANCIAL BID

SCHEDULE OF WORK FOR SEMI-SKILLED WORKER

SI.NO	Description works	Basic wage	No. of persons required	Rate per person per month	Total Amount	
					In Figures	In Words
1	2	3	4	5	6	7
	Providing of Semi-Skilled Personnel to assist departmental Staff for collection of Hydro metrological data at CWC Hydro metrological sites on Wainganga river Basin during Monsoon 2019.		48 nos. for 5 months			
a.	Basic Wage per month					
b.	EPF on Basic Wage					
c.	Workmen Compensator Insurance on basic wage					
d.	Contractors profit/ service charges					
e.	Taxes as applicable					
(i)	GST @ 18 %					
	Total					

Note:

1. The rate quoted at column No.5 for Item (a) shall not be less than the Minimum wages of Central Government Rate or state Government Rate whichever is higher shall be applicable for semiskilled personnel (Construction or maintenance of Roads, Runways or in Building).
2. Quoting of rates in Column-5 for items (a) to (e) is mandatory.
3. The rates of EPF, WCI etc., should be substantiated with the copies of the orders issued by the concerned departments.

I agree that incorrect furnishing of information and incorrect quoting of statutory payment like EPF/WCI/Service Tax / Income Tax and non furnishing of copies of documents / certificates shall render my tender liable for rejection and I agree that no claim shall be made by me on this account.

I/We agree to carry out of the work as per NIT for a total contract price of Rs. _____

(Rupees _____) a period from _____ to _____, as per the terms and conditions of the contract

Date:

Signature of authorized person with seal

Annexure-III

CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of hereby certify that none of my near relative(s) as defined below is/are employed in Central Water Commission. In case at any stage, it is found that the information given by me is false/incorrect, CWC shall have absolute right to take any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

Annexure-IV

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

In case the tender document is downloaded from the web site a declaration in the following Performa has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website and no addition/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD/Bankers Cheque No.

..... Datedfor Rs..... towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false/ incorrect, CWC shall have the absolute right to take any action as deemed fit without any prior intimation.

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor / Director/authorized signatory of the
agency/Firm, mentioned above, is competent to sign this declaration and execute this tender
document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to
abide by them;
3. The information / documents furnished along with the above application are true and authentic to
the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any
false information / fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

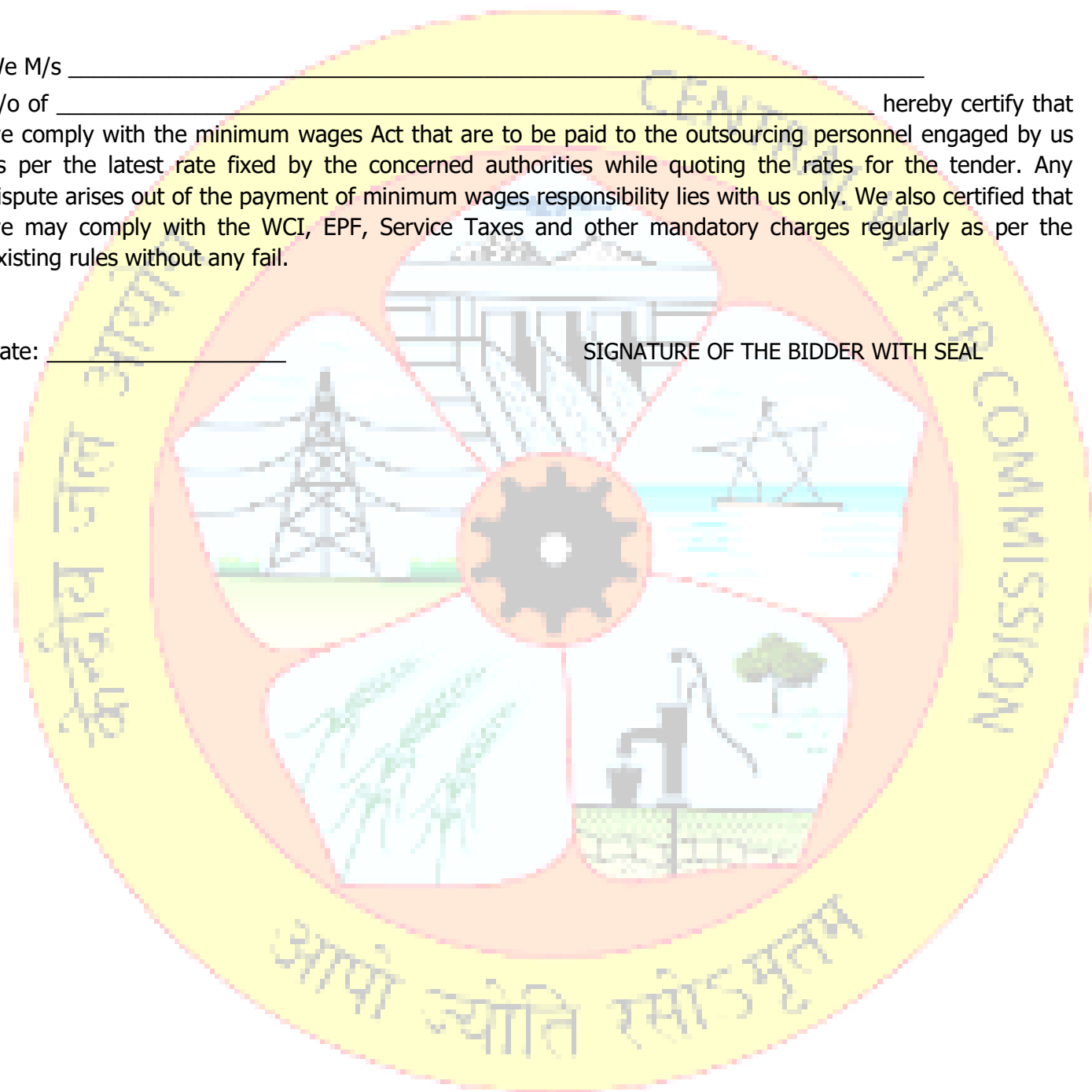
Certificate of Minimum wages to be submitted by the Tenderer

We M/s _____

R/o of _____ hereby certify that we comply with the minimum wages Act that are to be paid to the outsourcing personnel engaged by us as per the latest rate fixed by the concerned authorities while quoting the rates for the tender. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We also certified that we may comply with the WCI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Date: _____

SIGNATURE OF THE BIDDER WITH SEAL

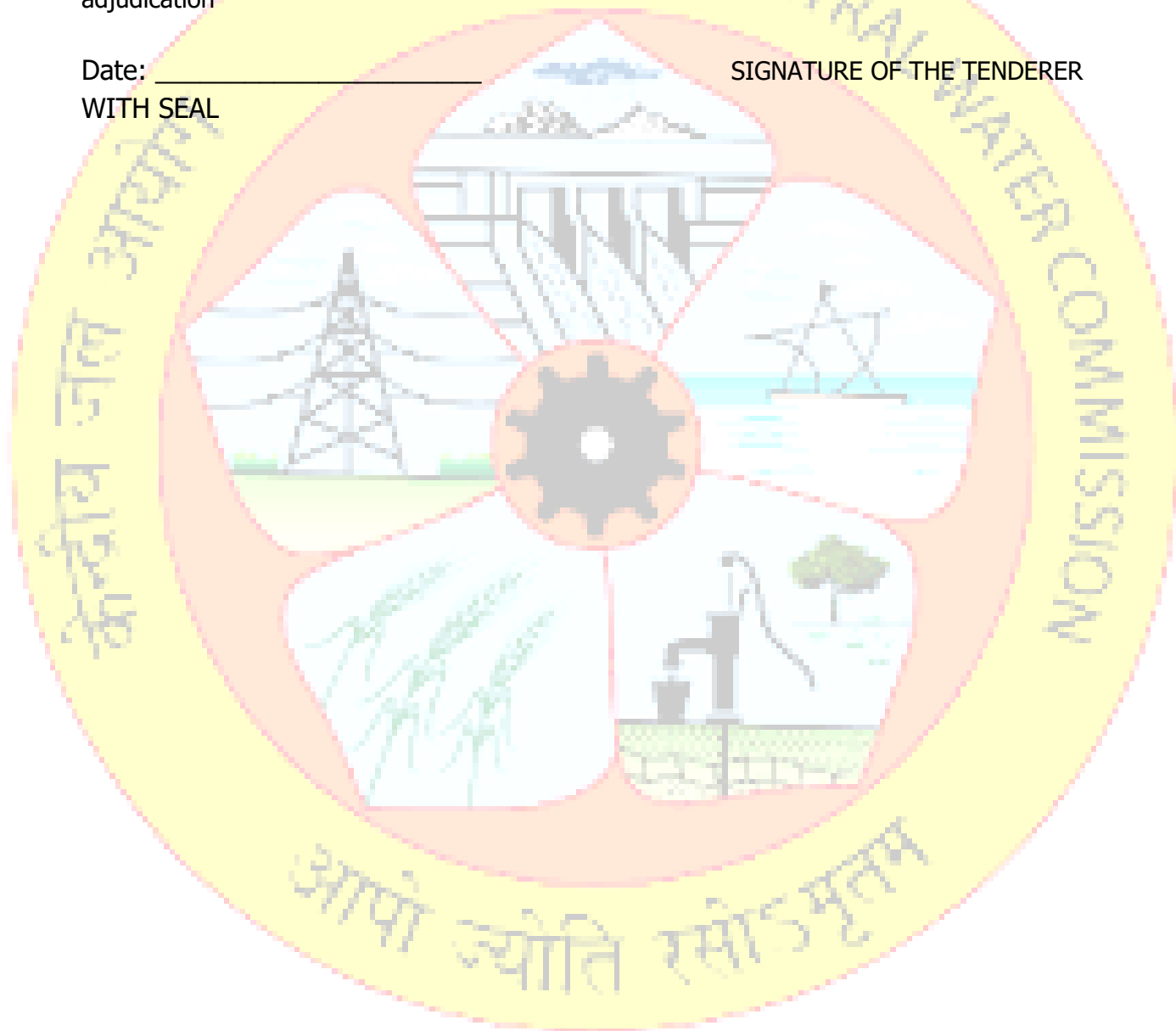


DECLARATION CERTIFICATE

I/We do hereby declare that there is no case with the Police /Court /Regulatory authorities against the proprietor /firm /partner. Also I/We have not been suspended /delisted /blacklisted by any other Govt. Ministry /Department /Public Sector Undertaking /Autonomous Body /Financial institution /Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

Date: _____
WITH SEAL

SIGNATURE OF THE TENDERER



Annexure - VIII

REQUIREMENT OF ADDITIONAL STAFF FOR EXISTING SITES UNDER WD (2019-20)

WAINGANGA DIVISION, CWC, NAGPUR

Sl.No.	Name of Site	State	District	Type	River	Recommended for deployment Monsoon
1	2	3	4	5	6	7
UPPER WAINGANGA SUB DIVISION NAGPUR						
1	Ramakona	MP	Chindwada	GDSQ&WL	Kanhan	2
2	Satrapur	MH	Nagpur	GDSQ&WL	Kanhan	2
3	Keolari	MP	Seoni	GDSQ&WL	Wainganga	2
4	Kumhari	MP	Balaghat	GDSQ	Wainganga	2
5	Rajegaon	MP	Balaghat	GDSQ&WL	Bagh	2
6	Salebardi	MH	Bhandara	GD	Chulband	2
7	Bhandara	MH	Bhandara	G&WL&FF	Wainganga	2
8	Balaghat	MP	Balaghat	G&WL	Wainganga	2
9	Chikhali	MH	Bhandara	G&WL	Bawanthadi	2
Sub Total						18
LOWER WAINGANGA SUB DIVISION, CHANDRAPUR						
10	Tekra	MH	Gadchiroli	GDSQ&WL	Pranhita	2
11	Pauni	MH	Bhandara	GQ&WL&FF	Wainganga	2
12	Ashti	MH	Gadchiroli	GDSQ&WL	Wainganga	2
13	Mirdapalli	MH	Chandrapur	G	Indravati	2
14	Wairagarh	MH	Gadchiroli	GD	Khobragadi	2
Sub Total						10
WARDHA SUB DIVISION, CHANDRAPUR						2
15	Ghugus	MH	Chandrapur	G&WL	Wardha	2
16	Sirpur	Telangana	Adilabad	GDSQ	Wardha	2
17	Bamini	MH	Chandrapur	GDSQ&WL	Wardha	2
18	Rajoli	MH	Chandrapur	GD	Mul	2
19	Bhatpalli	Telangana	Adilabad	GDSQ&WL	Pedavagu	2
Sub Total						10
PENGANGA SUB DIVISION, YAVATMAL						
20	Hivra	MH	Wardha	GDSQ&WL	Wardha	2
21	Nandgaon	MH	Wardha	GDSQ&WL	Wunna	2
22	P G Bridge	MH	Yavatmal	GDSQ&WL	Penganga	2
23	Mangrul	MH	Yavatmal	GD	Aran	2
24	Kanergaon	MH	Hingoli	GD	Penganga	2
Sub Total						10
Total						48