

NIT No.20/SRD/CWC/2018-19
Government of India
Central Water Commission
Southern Rivers Division



TENDER DOCUMENT FOR

Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar , Peelamedu , Coimbatore-641004 for a period of one year

JANUARY - 2019

EXECUTIVE ENGINEER
SOUTHERN RIVERS DIVISION
‘SANGAMAM’
GANDIMAANAGAR, PEELAMEDU,
COIMBATORE-641004

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Tele No.: 0422-2512250

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No.SRD/C/HQS/29/2018-19/280-83
GOVERNMENT OF INDIA
Central Water Commission
Southern Rivers Division
"Sangamam", Gandhimaanagar,
Peelamedu-PO,
Coimbatore-641004.



NIT No.20/SRD/CWC/2018-19

Dated: 28/01/2019

NOTICE INVITING E-TENDERS

On behalf of the President of India, EXECUTIVE ENGINEER, SOUTHERN RIVERS DIVISION, CENTRAL WATER COMMISSION, "SANGAMAM", GANDHIMAANAGAR, PEELAMEDU-PO., COIMBATORE-641004 invites online E- Tenders from eligible tenderers under single bid system.

Name of the work/Contact – Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar , Peelamedu , Coimbatore-641004 for a period of one year.

Estimated Cost :: Rs. 3,01,966/-

Earnest Money Deposit :: Rs. 6039/-

Tender Fee :: Rs. 500/-

Period of Contract :: One year from the date of entering into Contract

No. of Man Power Required :: Hindi Translator – 1 No.

1. The Eligibility Criteria is as follows:

- The Agency should have registered with Central or State Govt.
- Should have registration for EPF, ESI.
- The Agency should have 2 years experience in the business of providing man power Assistance / Labour services.
- Should have valid Service tax Registration number and PAN number.
- An undertaking that the firm has not been blacklisted anywhere in past must be furnished.

The firm should upload scanned and signed documentary proof / evidence to substantiate the eligibility criteria given at a, b ,c , d & e above along with online bid. **Non-submission of these would result in summarily rejection of the Tender.**

2. The location of work is **"Office of the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar , Peelamedu , Coimbatore-641004.**

3. The tender documents can be downloaded online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.in> or <https://www.tcil-india-electronictender.com>. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from [https : //www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com). Tender can be downloaded from 31/01/2019 to 12/02/2019 up to 18.00 hrs. The firm has to submit Demand Draft /Banker's Cheque of Rs 500.00 in favor of "Executive Engineer, Southern Rivers Division, CWC, Coimbatore" drawn on any scheduled bank payable at Coimbatore towards the cost of tender documents. Tenderer exempted from depositing Tender document fee in individual cases, shall

attach with the tender a signed copy of the letter exempting him from depositing Tender document fee and shall produce the original when called upon to do so. **Non-submission of these would result in summarily rejection of the Tender.**

4. **Bids shall be submitted online at TCIL website URL <https://www.tcil-indiaelectronicstender.com>.** 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 TCIL portal. **The last date of online submission of bids at TCIL web URL <https://www.tcil-india-electronicstender.com> upto 10.00 Hrs. of 13/02/2019. Online Public Opening of Bid shall commence at 11.00 hours on 13/02/2019,** Interested bidder or their representative not more than 1 or 2 per bidder may be present in O/o. Executive Engineer, Southern Rivers Division, CWC, Coimbatore
5. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid, otherwise the bid will not be considered for opening:
 1. Demand Draft towards tender fee in original in sealed envelope.
 2. Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
 3. Pass Phrase for bid submitted in online on TCIL in sealed envelope.
6. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.6039/- (Rupees Six Thousand Thirty Nine Only) as Earnest Money Deposit (EMD) in the form of Bankers Cheque / Demand Draft of any Scheduled bank drawn in favour of Executive Engineer, Southern Rivers Division, CWC, Coimbatore shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the Executive Engineer, Southern Rivers Division, CWC, Coimbatore. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. If the bid of the tenderer does not contain specified earnest money the tender will be summarily rejected. No further communication shall be entertained in this regard.
7. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts /Bank Guarantee of any scheduled bank in accordance with prescribed form. In case contractor fails to deposit the said performance guarantee within period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
8. **Visit to Work Place by Tenderer:** Tenderer are encouraged to inspect and examine the work place 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 / mis-happening or otherwise shall be allowed.
9. 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 local conditions and other factors having a bearing on the execution of the work.
10. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. 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 rate quoted.

11. Bid shall remain valid for the period of 60 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period.
12. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
13. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall bound to perform the same at the rate quoted.
14. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The contractor shall not be permitted to tender for works in the SRD, CWC, Coimbatore (responsible for award and execution of contracts) in which if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior 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 contractor would result in barring him for quoting in all the future tenders floated by the Central Water Commission.
16. No Engineer of Gazetted rank or other Gazetted Officer employed in the 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 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 execution of job shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any contractor withdraws his tender before the said period or issue of letter of acceptance, whichever is, earlier, 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 the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
18. This Notice Inviting Tender shall form a part of the contract document. The successful 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 consisting of:
 - a) The Notice Inviting Tender, all the documents including general/special terms and conditions, forming the tender as issued at the time of invitation of bid submitted by the contractor and acceptance thereof together with any correspondence leading thereto.
 - b) Schedule of quantities with duly filled rates & signed by the contractor(s).
19. Terms and Conditions of Contract are given at Section-IV. In case of any conflicting conditions, terms and condition given elsewhere in the tender document, the special conditions as outlined in Section-IV shall prevail.

-sd-

R.Saravanan
Executive Engineer

Copy to:

1. The Chief Engineer, C&SRO, CWC, Coimbatore for information please
2. The Superintending Engineer, C&SR Circle, CWC, Bangalore. for information please
3. Accounts Branch, SRD, Coimbatore
4. Notice Board

-sd-

Executive Engineer

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) Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.
- 5) Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com.Tenderers/Contractors> are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.nic.in

For the evaluation and submission purpose only online bid is permissible. However, the bidders are requested to submit the hard copies of the bids in the office of Executive Engineer, Southern Rivers division, CWC Coimbatore, on or before opening e-tender, that would be only for reference, and cannot be construed as a substitute of online bid.

6) SUBMISSION OF DOCUMENTS

- i) **Signed and scanned copy of valid registration certificate.**
 - ii) **Signed and Scanned copy of ESI, EPF Registration Certificate/ Service Tax Registration certificate / PAN No**
 - iii) **Signed and scanned experience certificates of similar works executed as per the tender notice**
 - iv) **Signed and scanned copy of an undertaking that the firm has not been blacklisted anywhere in past.**
 - v) **Signed & scanned copy of original tender document.**
 - vi) **Scanned copy of Earnest Money Deposit (EMD)**
- 6.1) The following documents are to be furnished online in the Price bid part by the firm along with bid as per the tender document:**
- i) **Signed and scanned Price bid as per tender document.**
- 6.2) The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission 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.**
 - iii) **Pass Phrase for bid in sealed envelope**

- 7) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CWC website www.cwc.nic.in at least 1 day prior to closing date of submission of tender for any corrigendum /amendment
- 8) Evaluation of Bids: Those bidders who qualify the eligibility criteria as per the tender document shall only be consider for Price bid evaluation
- 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.
- 9) 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, the tender will be rejected.
- 10) 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.
- 11) An affirmative determination will be a prerequisite for award of the work to the contractor

12) SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Contractors/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-indiaelectronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS). Benefits to tenderers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology: Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs),

Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

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

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

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

Important Note: To minimize teething problems during the use of ETS (including Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption.

Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Contractor organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s)

of bidders (i.e. Contractor organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Contractor will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre. The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Contractor organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Contractor organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE :

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

SCHEDULES

<u>SCHEDULE 'A'</u>	- Schedule of quantities (Enclosed at Annexure I)
<u>SCHEDULE 'B'</u>	- Not applicable
<u>SCHEDULE 'C'</u>	- Not applicable
<u>SCHEDULE 'D'</u>	- Not applicable
<u>SCHEDULE 'E'</u>	- Applicable
<u>SCHEDULE 'F'</u>	- Applicable
<u>SCHEDULE 'E'</u>	- Reference to general conditions of contract

Name of Work: – Providing Man Power Services for Hindi Translator to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar , Peelamedu , Coimbatore-641004 for a period of one year

Estimated cost of work: Rs.3,01,966/-
 Earnest Money: Rs.6,039/-
 Security Deposit/Performance Guarantee 5% of tendered value

Officer Inviting Tender: Executive Engineer, Southern Rivers Division, CWC,
 Sangamam, Peelamedu, Coimbatore-641004

Definitions:

Engineer-in-Charge: Executive Engineer, Southern Rivers Division, CWC, Coimbatore

Accepting Authority: Executive Engineer, Southern Rivers Division, CWC, Coimbatore

Percentage on cost of materials and labour to cover all overheads and profits. NA

Standard scheduled of rates : : latest minimum wages rate as per Government of India

Department: Central Water Commission

Clause-1

- i) Time allowed for submission of Performance Guarantee 7 days
 from the date of issue of letter of acceptance
- ii) Maximum allowable extension beyond the period above 5 days
 (with a written request)

Clause 2 Authority for fixing Compensation under Clause-2	Superintending Engineer, C&SRC, Bengaluru
Clause 3 Authority for determination of Contract	Executive Engineer, Southern Rivers Division, CWC, Coimbatore
Clause 3A :	Applicable
Clause 11 :	Applicable
Clause 15 :	Applicable
Clause 16 : Competent Authority for deciding reduced rates.	Superintending Engineer, C&SRC, CWC,Bengaluru
Clause 17 :	Applicable
Clause 19(A-L) :	Applicable
Clause 20 :	Applicable
Clause 23 :	Applicable
Clause 24 :	Applicable
Clause 25 :	Applicable
Clause 37 :	Applicable
Clause 38 :	Applicable
Clause 39 :	Applicable

Note: All other Clauses are not applicable

TERMS AND CONDITIONS OF THE CONTRACT

1. Qualification Criteria of Bidder :

This invitation to bid is open to any bidder meeting the following requirements :

- a) The Agency should have registered with Central or State Govt.
- b) Should have registration for EPF and ESI .
- c) The Agency should have 2 years experience in the business of providing man power Assistance / Labour services
- d) Should have valid Service tax Registration number and PAN number.
- e) An undertaking that the firm has not been blacklisted anywhere in past must be furnished.

The firm should upload documentary proof / evidence to substantiate the eligibility criteria given at a, b ,c , d & e above along with online bid. **Non-submission of these would result in summarily rejection of the Tender.**

2. One Bid per Bidder :

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified.

3 Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the Employer may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give prospective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

4. Language of the Bid

All documents relating to the bid shall be in the English language. However, the documentary proofs such as registration certificate etc. can be in English or local language.

5. Bid Security /EMD

The bidder shall furnish as part of its bid an EMD of Rs.6,039/- (Rupees Six Thousand Thirty Nine Only) in the form of DD/Banker's Cheque of any scheduled bank/cash. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws its bid during the period of bid validity specified in the terms and condition of the contract.
- ii) If a bidder does not accept the correction of errors, (i.e. if there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail)
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

Tenders not accompanied by EMD shall be liable for rejection. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

THE EARNEST MONEY WILL BE RETURNED WITHOUT ANY INTEREST TO THE UNSUCCESSFUL BIDDERS AFTER THE FINALIZATION OF THE ORDER WITH THE SUCCESSFUL BIDDER.

6. Performance Guarantee & Security Deposit

The successful bidder shall furnish an amount equivalent to 5% of the tendered value as Security Deposit/Performance Guarantee in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts/Bank Guarantee of any scheduled bank in favour of **Executive Engineer, SRD, Central Water Commission** payable at **COIMBATORE** within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the Security Deposit/Performance Guarantee within the stipulated 12 days (7 (time allowed) + 5 (maximum extension on written request) of the communication accepting the bid, the EMD shall be forfeited to **Executive Engineer, SRD, Central Water Commission**.

Further a sum @ **2.5%** of the gross amount of the bill shall be deducted from each running bill **as well as final bill** of the contractor as security deposit .Earnest money shall be adjusted first in the Security Deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. The security deposit will be released after completion of work and payment of the final bill.

7. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account during the contract period.
- d) The rates should be quoted for wages, % of PF, ESI, Service charges & service tax etc separately. So that the employees of the firm should get benefit as per labour rule. Tenders received quoting rates less than the labour rates, % of PF, ESI,& Service tax etc. as fixed by the Government of India will be rejected. **(latest minimum wages rates issued by the Government of India should be enclosed)**
- e) Staff engaged by the Agency should not be paid less than the minimum wages as fixed by Government from time to time. All labourers /staff should be allowed weekly rest, national holidays as prescribed in labour rules. **Any statutory increase in wages/DA, taxes/PF/ESI etc. will be considered by the department for modification.**
- f) The agency should ensure & furnish a certificate supported documentary proof while claiming the bill every month that they are paying at least minimum wages to the engaged person and also deposited the PF,ESI, Service tax etc to the concerned as fixed by the Government of India.
- g) The rates shall be quoted in Indian Rupee only.
- h) **Service charges quoted less than 1% of SI No. (a) in the Price bid (Annexure I) shall be summarily rejected.**

8. Bid Validity:

Bid shall remain valid for the period of 60 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. During the validity period, the successful bidder shall not be allowed to withdraw, in case of withdrawal the EMD shall be forfeited to **Executive Engineer, SRD, Central Water Commission** absolutely and no claims shall be admitted in this regard. Such bidder shall not be allowed to participate in the retender process.

9. Corrupt and fraudulent practices

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the employer;

(a) Defines for purpose of these provisions, the terms set forth below as follows:-

(i) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the contract execution, and

(ii) '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.

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

10. Clarification of Bidding Documents

To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidder for clarification of its bid,. 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.

11. Examination of Bids and Determination of Responsiveness :

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way. inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

12. Award criteria

The employer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

13. Notification of Award.

The bidder whose bid has been accepted will be notified of the award by the employer prior to expiry of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.

14. Dispute Resolution Mechanism :

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru will be final and binding to the bidder.

15. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

16. Changes in Contractor's organization to be approved:

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. If prior approval from the employer is not obtained action may be taken against the contractor as per relevant rules in force.

17. The Details of work to be performed by the bidder

Description of the work is as under:

S.No.	Category of labour/Post	Qualification	Age	Description of the work
1.	Hindi Translator	Bachelor Degree in Hindi from a recognized University with English as a subject OR Any degree from a recognized university with Hindi and English as subjects at degree level	21 –60 years	1. Translation of various documents from Hindi to English and vice-versa 2. To Assist officers in organizing various Hindi Meetings and Hindi workshops, 3. Maintenance of files and records relating to official language implementation policy of Government of India. 4. Any other works related to implementation of official language as deemed fit by the office.

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 instructions of the officer in charge.

18. Payment Terms:

No intermediate payment shall be made for the work. The payment will be released to the agency by the Executive Engineer every Calendar month within 10 days after obtaining the Bill in triplicate. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned officer in Charge from C&SRO. TDS as applicable will be deducted from every bill. Income tax @ 2% of bill amount and educational cess @ 3% on income tax shall be deducted from the bill amount as per prevailing Government of India rules and regulations.

19. Labour Laws to be Complied:

The contractor shall comply with the provisions of the relevant central and state labour laws.

20. Display of notice regarding wages etc.

The contractor shall before he commences his work on contract, 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 the 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 wages are earned, wages periods, dates of payments of wages and other relevant information..

21. Payment of wages

- i) The contractor shall make payments to the labourer before 7th of the succeeding month preferably in the presence of Engineer in Charge or his representative. If the contractor is having any difficulty in making payment in the presence of Engineer in Charge or his representative, then the contractor should produce documentary proof showing that the payments due to the labours, *including details of deposit made*

against ESI, EPF etc. and 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.

ii) The details of the person to be deployed in Central Water Commission such as ESI, EPF, Reg/ID No. etc should be furnished to this office within one month of the deployment.

ii) 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.

22. Removal of Contractor's Employee:

The Employer may require the contractor to dismiss or remove labours employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the labours can be terminated by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a labour the contractor should provide substitute within 5 days.

23. Termination of Contract:

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, the Executive Engineer on behalf of the President of India shall have the option of terminating the contract without compensation to the Contractor.

24. Contract Period

The contract is for a period of one year, however if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms. The No. of Hindi Translator may be increased or decreased as per the actual requirement.

25. Working hours

The working hour in a day is normally from 09.30 hrs to 18.00 hrs (with ½ hour lunch break). They will be entitled for all Government holidays.

26. Other terms and conditions:

1. The Department will not be responsible for any injury sustained to the Agency workers 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 good by the agency. The Agency will be responsible for the payment of compensation.
2. The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) ct, 1970, contract Labour (Regulation and Abolition) Central Rules 1971 and child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account.
3. The Contract entered into shall be a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
4. In case it is noticed by the Executive Engineer or his representative that the work carried out by the Agency is not up to the mark / required standard, 2 days written notice will be given to the Agency, warning the inefficient state of work and asking Agency to improve upon the performance of work with in this period. In the event of the department finding that there is no

improvement and the work is not being carried out as per instructions, the contract shall be terminated by giving 24 hours notice.

5. The person/persons deputed for the services by agency should be physically fit. They should submit age proof certificate at the time of joining duty, if asked.
6. In case it is noticed by the "authority/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, or otherwise the contract will be cancelled by giving 24 hrs notice.
7. In the event of any person/persons of the agency being on leave/absent, the agency shall ensure suitable alternative arrangements to make up for such absence.
8. If any person/persons of the agency while on duty found in condition of drunken state or misbehaving with staff & officers of the individual offices, they will be declared unfit for duty and agency should replace them immediately at the absolute discretion of authority.
9. The authority reserves rights to terminate the service of any deployed person without stating any reason at any time or ask for the replacement.
10. 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.
11. The agency shall provide their officers and other inspecting staff for visit the office premises periodically. No claim should be entertained for rendering such services
12. The Agency should submit the proof of making payment like wages, ESI, EPF etc of the Personnel deployed on the duty to the undersigned while submitting claim for subsequent months bill. (i.e bill for the month of **April 2019** be supported with documents of deposit made by the contractor against ESI, EPF and also a receipt giving details of wages received by the Labour for the month of **March 2019**). If the contractor fails to make such documents, the Department may take action to make direct payments to the Labour till such time the contractor produce the documentary proof for making wages, ESI, EPF etc due for the Labour.) In case the contractor fails to make such document for more than 3 months, then the Department may cancel the contract and the performance guarantee available with the Department will be forfeited
13. This is purely a temporary arrangement, which can be terminated at any time without assigning any reasons by serving **ONE-month** notice.
14. The undersigned reserves the right to accept/reject all or any of the tender without assigning any reasons
15. The successful bidder should submit bio-data of the peoples deployed along with a photograph within 15 days of start of work. The bio-data should contain name, fathers name, age, temporary and permanent address etc of the Labour.
16. The Chief Engineer, C&SRO, CWC, Coimbatore may consider in relaxation of any of the terms and condition of the contract if required. The Contract can be extended for further periods if required on mutually agreed terms and condition.

17. The performance guarantee will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency.
18. The department shall have no involvement in claim submitted by staff for permanent absorption in the Department on the plea of working / engaged on Government duty.
19. On completion of the month the bill in triplicate along with advance stamped receipt should be submitted for making payment. The payment will be made within 10 days on receipt of the bill.

Price Schedule of work for Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar ,Peelamedu , Coimbatore-641004 for a period of one year.

Sl. No.	Description works	No of persons Required	Rate per person per Month (in Rs.)	Total Amount for 12 Months (In Rs.)
(1)	(2)	(3)	(4)	(5)
	Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar ,Peelamedu , Coimbatore-641004 for a period of one year (Area B)	1 No.		
a)	Wages per month (Basic + DA)			
b)	EPF@13.36% for (wages as in “a” or 15000/- whichever is less)			
c)	ESI @ 4.75% of (Basic + DA)			
	Sub Total			
d)	Service charges and other benefits/charges			
	Total			
e)	GST as applicable at prevailing rates			
	Grand Total (in Rs.)			

- NOTE: 1) Filling up of the rate by the agency for the items (a) to (e) in the Price schedule is Mandatory/Compulsory. **If any item left blank, the bid shall be treated as un responsive and will not be considered**
- 2) The rate quoted by the agency for the item (a) shall not be less than the minimum wages notified by the office of Chief labour Commissioner(c),New Delhi vide Order No.1/38(3)/2018-LS-II dated 28/09/2018 for the category of Highly Skilled for Coimbatore Region/Area B

We agree to carry out the work “**Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar ,Peelamedu , Coimbatore-641004 for a period of one year**”. as per NIT No.20/SRD/CWC/2018-19 for a total contract price of Rs..... Amount in figures) (Rupees.....
..... (in words)

Date:

Signature of Agency
Name of the Authorized Signatory

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer, Southern Rivers Division, Central Water Commission, Gandhimaanagar, Sangamam Peelmedu,Coimbatore-641004
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcilindiaelectronicstender.com
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, Southern Rivers Division, Central Water Commission, Gandhimaanagar, Sangamam Peelmedu,Coimbatore-641004
4	Job requirement	Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam ,Gandimaanagar ,Peelamedu , Coimbatore-641004 for a period of one year
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 31/01/2019 to 12/02/2019 up to 18.00 hrs from TCIL's e-Tendering portal with URL https://www.tcil-india-electronicstender.com or www.cwc.gov.in . or www.eprocure.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://www.tcil-india-electronicstender.com
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope 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 Scheduled Bank in favour of Executive Engineer, Southern Rivers Division payable at Coimbatore
9	Last date & Time for submission of Bids through TCIL	13/02/2019 (10.00 hrs)
10	Earnest Money Deposit amount payable	Rs.6039/-
11	Date, time and place of Public tender Opening Event	Online Public opening of Bid shall commence at 11.00 hours of 13/02/2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in SRD, CWC, Coimbatore-641004
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work

CONTRACT/AGREEMENT FORM

This Contract made in the _____ day of _____
 between the President of India acting through **The Executive Engineer, Southern Rivers Division, Central water commission, Coimbatore, Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India** (hereinafter called "the Employer ") and
M/s..... (hereinafter called "the Contractor " of the other party)

WHEREAS the Employer is desirous that the Contractor executes the work of **Providing Man Power Services for Hindi Translator (Highly Skilled) to the O/o the Chief Engineer, Cauvery and Southern Rivers Organization, Central Water Commission, Sangamam , Gandimaanagar , Peelamedu , Coimbatore-641004 for a period of one year** (hereinafter called "the Works") in response to **NIT No.20/SRD/CWC/2018-19** and the Employer has accepted the Bid by the Contractor for the above said work **at a contract price of Rs.....**

I/We have read and examined the Notice Inviting Tender, schedule 'A' to 'F' , specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract 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 President of India within the time specified in schedule 'F', viz. Schedule of quantities.

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 to whom I/We may authorise to communicate the same or use the information in any manner Prejudicial to the safety of the state.

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

1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing one Hindi Translator in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration for providing one Hindi Translator, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a) Notice of Invitation to Bids
 - b) Terms and condition of the contract
 - c) Letter of Acceptance
 - d) Issue of notice to proceed with works
 - e) Agreement form
 - f) Schedule of work.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and year first before written.

Binding signature of Employer Signed by _____
 (For and on behalf of the President of India)

Binding signature of Contractor Signed by _____
 (For and on behalf of _____ duly authorized vide Resolution
 No _____ dated _____ of the Board of Directors of _____)

In the presence of
 (Witnesses)

(1)

(2)