



सत्यमेव जयते

**भारत सरकार
GOVERNMENT OF INDIA
जल शक्ति मंत्रालय
MINISTRY OF JAL SHAKTI
केंद्रीय जल आयोग
CENTRAL WATER COMMISSION**

Tender For “Providing security services (Watch & Ward Unarmed Guards (24x7) on outsource basis for O/o The Chief Engineer, Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001.”



NIT No.:- LGD-2/PAT/HQ-75/Outsourcing/Guard/2019/2088, Dated: 14/06/2019

Last date of submission of Tender : - 22/06/2019 up to 16:00 Hrs

Date of opening of Tenders : - 24/06/2019 at 12:00 Hrs

Certified that this tender document contains 42 (Forty Two) Pages including this page.

**Lower Ganga Division-2, CWC,
148-Anandpuri, West Boring Canal Road,
Patna-800001**

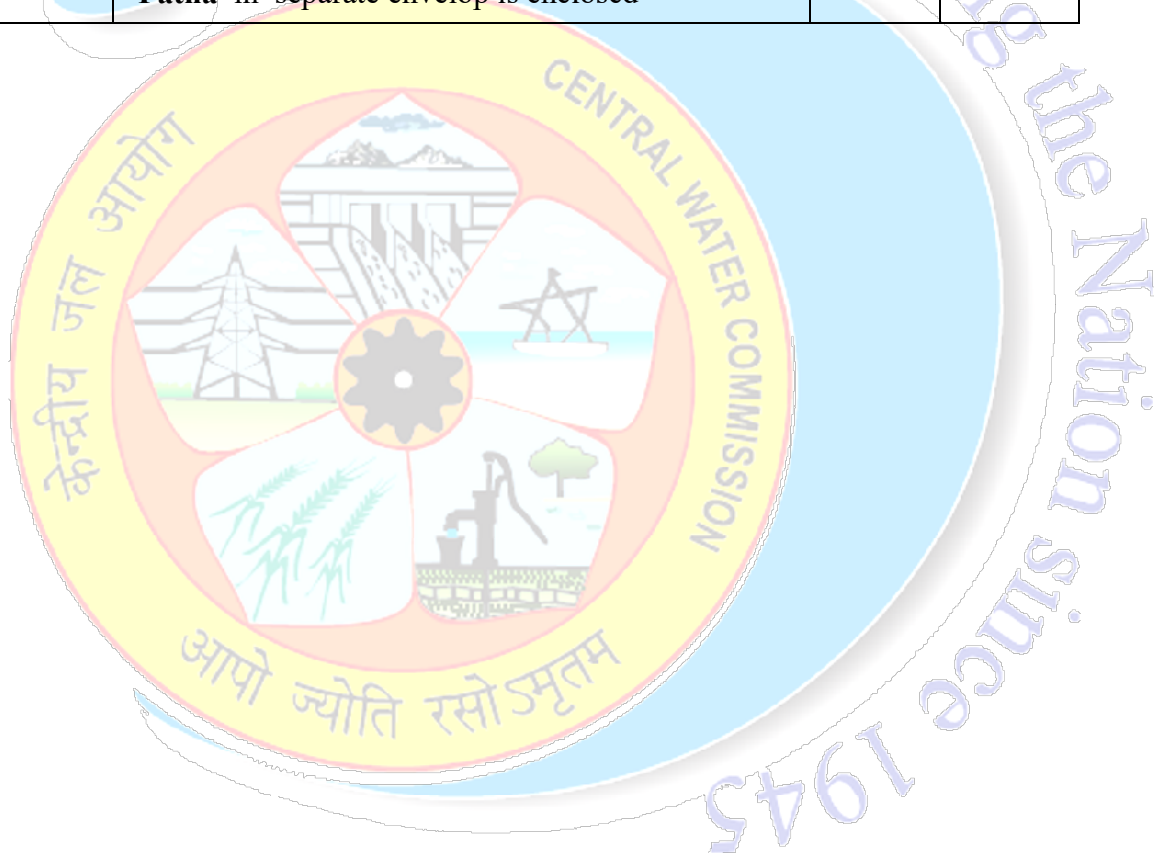
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CHECK LIST

Please tick the appropriate column.

Sl. NO.	DOCUMENT	ENCLOSURE	
		YES	NO
1.	Covering Letter of Tender		
2.	Original Tender Document including Schedule of Quantities and rates duly signed on each page put in sealed envelope.		
3.	Whether Gross Amount of Tendered Value quoted in both Figure and Words		
4.	Whether all documents in support of eligibility as per Clause 3 of NIT submitted		
5.	Whether Earnest money Rs.53,500.00 in form of DD/Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of Executive Engineer, Lower Ganga Division-2, CWC, Patna in separate envelop is enclosed		



Tender for hiring of Watch and Wards (Un-armed Guard)



भारत सरकार/ Government of India
केन्द्रीय जल आयोग/ Central Water Commission
निचली गंगा मंडल-2/ Lower Ganga Division-2,
148- आनंदपुरी/ 148 Anandpuri,
पश्चिम बोरिंग कैनाल रोड/ West Boring Canal Road,
पटना / Patna-800001
ई-मेल /E-mail: mgd5cwcpatna@gmail.com



टेली-फैक्स/ Tele-Fax:
0612-2558249

Tender No.: LGD-2/PAT/HQ-75/Outsourcing/ Guard/2019/2088, Dated: 14/06/2019

NOTICE INVITING TENDER

The Executive Engineer, Lower Ganga Division-2, CWC, 148, Anandpuri, Patna-800001 invites Tender on behalf of the President of India, comprising of Technical and Financial bids from experienced and eligible Agencies for the work **“Hiring of Security Services (Watch & Ward Unarmed Guards 24 x 7) on outsource basis for O/o the Chief Engineer, Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001.”**

Earnest Money Deposit (in Rs.)	Cost of Tender Document (In Rs)	Period for the work
₹ : 53,500/-	₹ : 500/-	6th July 2019 to 5th July, 2021

1. Schedule of e- Tender :-

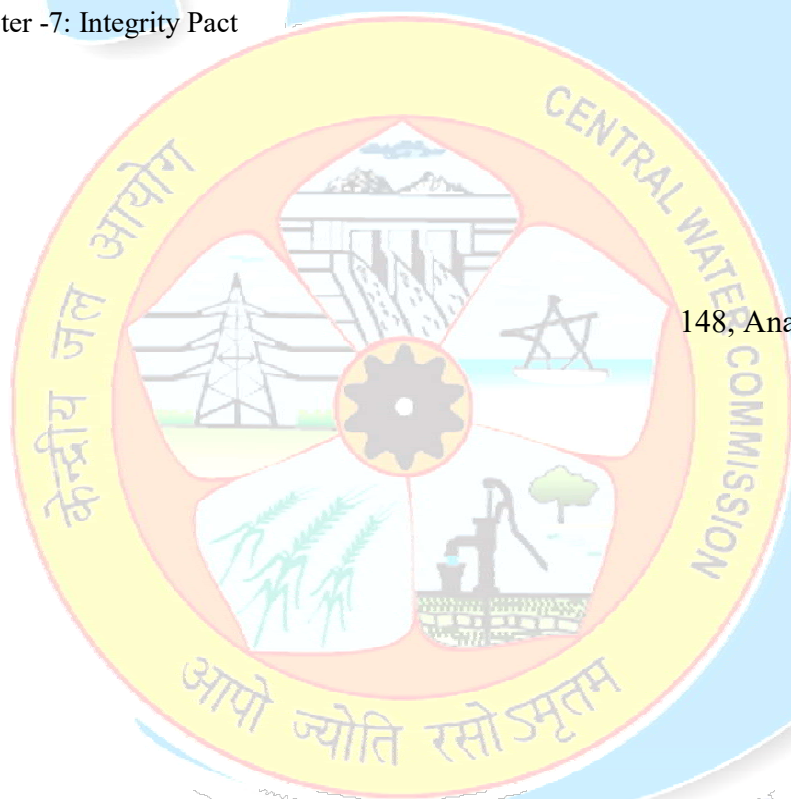
Officer inviting tender	Executive Engineer, Lower Ganga Division-2, C.W.C., 148-Anandpuri, West Boring Canal Road, Patna-800001. E-mail: mgd5cwcpatna@gmail.com TEL No. : 0612-2558249
Tender form available from	14/06/2019 (15:00 Hrs.)
Last date and time for purchase of tender	22/06/2019 (13:00 Hrs.)
Last date and time for submission of tender	22/06/2019 (16:00 Hrs.)
Date and time of pre bid meeting	19/06/2019 (12:00 Hrs.)
Date and time of opening of technical bids	24/06/2019 (12:00 Hrs.)
Place of opening of technical bids	O/o the Executive Engineer, Lower Ganga Division-2, 148, Anandpuri, Patna- 800001.
Price of tender document:	₹ : 500/-

2. Tender can either be purchased from O/o the Executive Engineer, Lower Ganga Division-2, 148, Anandpuri, Patna-800001 or downloaded from CWC websites www.cwc.gov.in. or e-procurement portal www.eprocure.gov.in. upto **22/06/2019 (13:00 Hrs.)**. However, tender will be opened only after the following payments are made :-

Tender for hiring of Watch and Wards (Un-armed Guard)

- (i) **Rs. 500/-** in cash or through A/C payee Demand Draft (Non-Refundable) as cost of tender drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-2, CWC payable at Patna.
 - (ii) **Rs. 53,500/- (Rupees Fifty Three Thousand and Five Hundred) only as Earnest Money Deposit (EMD)** of tender through A/c payee Demand Draft (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-2, CWC payable at State Bank of India, Patna.
 - (iii) **The cost of tender and Earnest Money Deposit (EMD) has to be submitted before last date and time of submission of tender (i.e before 22/06/2019 at 16:00 Hrs.).**
3. The tender forms complete in all respects should be submitted by **16:00 hrs on 22.06.2019**.
 4. The Pre-bid meeting for the tender will be held on **19/06/2019 at 12:00 Hrs.** in the chamber of the Executive Engineer, Lower Ganga Division-2, CWC, 148- Anandpuri, Patna.
 5. The Technical bid of the tender will be opened at **12:00 hrs on 24/06/2019** in presence of the tenderer who wish to appear in the opening of tender (on their own cost) in this office. The time of opening of financial bids will be intimated later.
 6. The NIT and tender can be downloaded from www.cwc.gov.in or www.eprocure.gov.in.
 7. The Invitation to tender is subject to fulfillment of instructions and conditions as per schedules below:

- Chapter- 1: Instruction to bidders
Chapter -2: Activities schedule and other requirements
Chapter -3: Condition of Contract
Chapter -4: Schedule of Requirement
Chapter -5: Technical & Financial Bid
Chapter -6: Other Standard Form
Chapter -7: Integrity Pact



Executive Engineer
Lower Ganga Division-2,
Central Water Commission
148, Anandpuri, West boring Canal Road
Patna, PIN-800001

Signature
14/6/19

Chapter 1 : Instructions to Bidders

1. General

Before submitting the tender it is presumed that the tenderer has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. Tenderer is free to ask any clarification in the **Pre-bid meeting** to be held on **19/06/2019 at 12:00 Hrs. at Lower Ganga Division-2, CWC, 148- Anandpuri, Patna.** In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.

The general instructions are as given below:-

- (i) No tenderer will be allowed to amend or withdraw any terms & conditions/ parts or whole/ quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- (ii) The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- (iii) Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- (iv) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- (v) Each tenderer is entitled to submit only one bid under his signature. The tender document is non transferable.
- (vi) At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- (vii) The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- (viii) The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- (ix) No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- (x) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xi) The words 'Tenderer' and 'Agency' has been used interchangeably.
- (xii) Tenderer who has downloaded the tender from the URL www.cwc.nic.in or www.eprocure.gov.in shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited.
- (xiii) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. the tender form and Financial bid submitted by the tenderer;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

(i) **The following documents are to be furnished in the technical bid part by the Agency along with bid as per the tender document:**

- a. Signed and scanned copy of PAN and Tender Acceptance Letter (Form 3 chapter 7).
- b. Signed and scanned copy of previous three Financial Years (2015-16, 2016-17, 2017-18) Income-tax filed copy/VAT/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
- c. Signed and scanned copy of audited Balance sheet of last three years including the year 2018-19.
- d. Any other document in support of the Bid.

(ii) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, Lower Ganga Division-2,

- a. **Cost of the tender amounting to Rs. 500/-**
- b. **EMD of Rs. 53,500/- (Rupees fifty three thousand & five hundred only)**

3. Qualification/Eligibility Criteria for the Tenderers:

- i). The Agency should be registered in India with permanent office in India.
- ii). The Agency shall have permission to operate and work in Bihar and Jharkhand by relevant government agencies.
- iii). The bidder should have GST No./PAN/Aadhar No.
- iv). Joint Ventures (JV) shall submit its full details;
- v). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished;
- vi). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract.
- vii). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).
- viii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- ix). Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least **Rs. 10 (Ten) lakh**.
- x). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).

Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licences / registrations:

- a) GST No.;
- b) PAN number;

- ii). The tenderer should submit successfully Completion Certificate for similar Jobs of following amounts during the last years ending 31.03.2019.

Two similar works costing not less than **13.5 lakh**.

Or

One similar works costing not less than 13 lakh.

- iii). Copies of work orders and experience in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- iv). Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- v). Audited financial statements for the last three years 2016-17, 2017-18 & 2018-19 (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- vi). Bank Account details;
- vii). Authority to seek references from the bidder's bankers;
- viii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and

4. Site Visit:

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

5. Restrictions regarding Personnel Deployed:

The Agency shall be liable for all kinds of dues payable in respect of all personnel provided for **watch & ward** duties under the contract and the Procuring Entity shall not be liable for any dues for availing the watch and ward services of the personnel. The Agency shall ensure that a valid identity & address proof of personnel deployed is submitted to CWC (such as Passport/ PAN Card/ Aadhar Card/ Election Card/ Ration Card/Driving License etc).

6. Workmen Safety and Insurance:

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

7. Filling up the Technical and Financial Bid by the Bidders:

The Bidder should fill Technical and Financial bids both as described in Chapter 5. In the financial bids as per activity schedule described in chapter 3. The Agency should quote rate, GST or any other taxes should be shown separately in the financial bid.

8. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed **Demand Draft** in favour of **Executive Engineer, Lower Ganga Division-2, CWC** payable at **State Bank of India, Patna** or in the form of a **Bank Guarantee from a scheduled bank** as per Performa given in Chapter 7. In case the EMD is submitted in the form of

the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD shall be forfeited if:

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

Refund of EMD

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

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of **5% of the contract value** within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 90 days of completion of all such obligations under the contract.

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

Performance Security is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

9. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

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

10. Tendering Process

i. Marking and submission of tenders:

Tender must be submitted at O/o the Executive Engineer, Lower Ganga Division-2, 148, Anandpuri, Patna-800001 on or before **16:00 Hrs. on 22/06/2019.**

The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of submission of offline bid otherwise, the bid will not be considered for opening:

- a) **Earnest Money Deposit in original.**
- b) **Demand Draft towards the cost of tender document in original.**
- c) **'Technical bid' & 'Financial bid' in separate sealed envelopes.**
- d) **The bidder may also submit the literature/ brochure of the equipments.**

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended.

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of tender and opening will be carried out on the date and time as notified by the purchaser. The necessary corrigendum shall be issued in this regard by the purchaser.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids:

The bids shall be opened on the date and time mentioned in the NIT. **Tenders unaccompanied by the Tender Security (EMD) will not be opened.**

Financial Bids of only those bidders who are found technically acceptable would be considered.

iii.

Prices.:

Prices quoted by the tenderer shall be fixed during the contract. Rates to be quoted by the tenderer should be all inclusive except GST and other taxes, if any. GST and other taxes, if any should be quoted separately.

- a. **All prices should be in Indian National Rupee (INR).**
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished.
- d. The tenderer should quote for full (24x7) watch & ward services.

iv.

The tender for the watch & ward shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the services.

- v. **Non-conformities between the figures and words of the Quoted Prices** – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If there is such discrepancy in an offer, the same is to be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

vi. **Award of Work**

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

11. **Bid Data sheet**

A: **GENERAL**

- i). Name and address of the purchaser: Lower Ganga Division-2, CWC, 148- Anandpuri Patna-01
- ii). Tender number: LGD-2/PAT/HQ-75/Outsourcing/2019/2088, Dated: 14/06/2019
- iii). Qualification requirements:-

B: **PRE-BID MEETING**

Pre bid meeting: The bidder's designated representative is invited to attend a pre bid meeting which will take place on **19/06/2019 at 20:00 Hrs.** at O/o the Executive Engineer, Lower Ganga Division-2, Central water Commission, 148- Anandpuri, Patna – 80000. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C: **PREPARATION OF BIDS**

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

D: **SUBMISSION OF BIDS:**

Last date and time for bid submission is **22/06/2019 at 16:00 Hrs.**

E: BID OPENING AND EVALUATION:

- i). The Technical bid of the tender will be opened on **24/06/2019 at 12:00 hrs** in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend opening in this office..

F: Settlement of Disputes

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



Serving the Nation since 1945

Chapter-2 : Activity schedule and other requirements:

1.0 SCOPE OF WORK

- 1.1 Providing Security services (Watch and ward Unarmed Guards 24x7) on outsource basis for office of the Chief Engineer, LGB, CWC's office building and premises at 177-B, S.K.Puri, Patna.
- 1.2 The duration of this Contract shall be for a period of 2 year. The successful Tenderer shall be expected to provide the services during the specified contract period on **Contract Basis (or extended period on mutual consent, if any)** as described in the contract data.

Sl. No.	Description of item	Age	Qty
1	Providing round the clock security (Watch and ward Unarmed Guards 24x7) services in the office of the Chief Engineer, Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001 in 03(Three) Shifts per day by providing 04 (Four) Guards (One guard per shift of 08 hours each shift and one extra guard in night shift) for a period of 24 Months (6 th July, 2019 to 5 th July, 2021) on outsource basis .	18- 50 Yrs	24 (Twelve) Months

2.0 CONDITIONS OF TENDER:

- 2.1 The followings areas shall be covered under the security services for Lower Ganga Basin Organization, CWC's office building and premises at 177-B, Shrikrishnapuri, Patna.

The "Agency" shall provide the 24 hours round-the- clock security services i.e. watch and ward in three shifts of 8 hours each.

Entire Building premises of "office of the Chief Engineer, Lower Ganga Basin Organization, CWC's office building and premises at 177-B, Shrikrishnapuri, Patna." from ground to Roof Top & terrace.

All the machinery and equipments lying locked/ un-locked condition in "Lower Ganga Basin Organization, office building and premises at 177-B, Shrikrishnapuri, Patna" from ground to terrace.

All the fittings and fixtures lying locked / un-locked condition in office building and premises of Lower Ganga Basin Organization, 177-B, Shrikrishnapuri, Patna" from ground to terrace including the open area.

All the furniture, office equipments and records lying locked/ un-locked condition in "office building and premises of Lower Ganga Basin Organization, 177-B, Shrikrishnapuri, Patna" from ground to terrace.

- 2.2 The Agency's work will be under the control of the Superintending Engineer (C), Lower Ganga Basin Organization, CWC, Patna.

- 2.3 **This is purely a temporary arrangement which can be terminated at any time without assigning any reasons by serving fifteen days notice. No claim by engaged personals for Government Service in future will be entertained.**
- 2.4 The “Tenderer” shall be entirely responsible for providing efficient and reliable services. The agency shall perform the services as per the provisions and guidelines stipulated under law and shall deploy personal accordingly.
- 2.5 The “Tenderer” shall be entirely responsible for the surveillance of Premises and property of the CWC within the premises of Site office, including providing necessary equipments, tools and uniform to the personal for successful completion of work at all the times during the period of contract.
- 2.6 The “Tenderer” shall be entirely responsible and ensure that only persons authorized by the CWC are allowed to operate/repair/maintain the equipments at the Premises and that no such equipment, machinery or any part thereof any property is removed out of the Premises except with written Permission of the CWC.
- 2.7 The Tenderer shall employ only such personnel, as may be educated/ trained enough to carry out job.
- 2.8 The “Authority” shall not be responsible for death / injury sustained to the 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 borne by the “Tenderer”. In case of any incident / accident 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 rules in force.
- 2.9 In case of any litigation due to accident, the agency shall handle at its own cost and in the event of the department happens to be incurred any expenditure towards litigation, the same shall be recovered from the agency.
- 2.10 **The “Tenderer” shall be solely responsible for payment of wages/ salary/ benefits and/ allowances to the persons employed for this work, that might become applicable under any act or order of government. The Department shall have no liability whatsoever in this regard and the contractor shall indemnify this department against any/ all claims which may arise under the provision of various acts Govt. orders etc.**
- 2.11 The “Agency” shall be responsible for any losses of the Government property as defined in T&C No-1, and the questions of losses as may be determined by the “Authority” shall be accepted to the “Agency” and the “Agency” should make payment of such losses to the “Authority” forth with on demand
- 2.12 In case it is noticed by the “Authority” that the work carried out by the “Tenderer” is not up to the mark/ required standard, 2 days written notice will be given to the “Tenderer” warning the inefficient state of work and asking “Tenderer” to improve upon the standard within this period. In the event of finding that there is no improvement as per instruction of “Authority” the contract shall be changed within 24 hours.
- 2.13 **If any person of agency on duty is found drunken state or found misbehaving while on duty or unfit for duty, such personnel shall be replaced immediately at the absolute discretion of “Authority” or his representative.**

- 2.14 The “Agency” shall submit a duty roster to the “Authority” at the beginning of each and every month mentioning the names of the persons who are being deployed for security services.
- 2.15 The “Agency” shall maintain a record for in-ward / out-ward Vehicles & Persons other than the CWC’s and as per decision of Authority and such record shall be the property of the “Authority”.
- 2.16 The “Agency” shall maintain a register of the attendance at office premises in order to have record of the security personnel on duty and shall provide Identity card to the security personnel on duty.
- 2.17 The “Agency” shall furnish a Police verification certificate after police verification of the deployed person for watch and ward duty.
- 2.18 The “Agency” shall arrange equipment like Uniform, Name Badge, Shoes, Lathis, Whistle, Torch, Record register etc required for the work at its own cost.
- 2.19 None of the person engaged by the “Tenderer” shall be paid less than minimum wages as fixed by Government of India from time to time. Any claim due to revision in wages will be entertained in case of revision of minimum wages by Central/State Govt.
- 2.20 The “Tenderer” should ensure and furnish a certificate supported by documentary proof while claiming the bill in every month that they are paying at least minimum wages to the engaged persons and also deposited the PF, ESI etc as per the rates fixed by the ministry of Labour and Employment.
- 2.21 The “Tenderer” shall disburse wages to its employees on or before 7th day of the succeeding month to the month in respect whereof wages are payable irrespective of fact whether it has received amount of consideration from the department or not and a certificate to this effect shall be enclosed while submitting the bill.
- 2.22 No advance payment shall be made. The payment shall be released only after the end of every month provided the services are satisfactory within 15 days on receipt of the bill in triplicate through e-payment gateway, provided that the bill is submitted within time and with all documentary proofs as per item under Chapter 3 para 20 . In case the agency submits incomplete bills and/ or without necessary documentary proofs, the department shall not be held responsible for any delay in making payments.
- 2.23 In case of equal quoted amount by various Tenderer, preference would be given to that Tenderer who have provided same type of services to the CWC earlier satisfactorily.
- 2.24 Tenderer are advised to visit the place of work to acquaint themselves with the conditions, approaches, camping facilities before quoting their rates for the execution of the work. Non - familiarity with the conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.
- 2.25 The “Tenderer” should provide an alternate arrangement for the person/persons who is engaged for security work, proceeds on leave. **Otherwise amount of wages for twice the amount of period of absence will be deducted from the bill.**
- 2.26 **The department reserves the right for test and interview for the person/ persons before issuing the order.**

2.27 The “Tenderer” shall execute the service and discharge their obligations to the entire satisfaction of the Engineer-in-charge and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.

2.28 The “Tenderer” shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities.

3.0 COMMENCEMENT & COMPLETION OF SERVICE:

3.1 The “Tenderer” will commence service within 7 days after issuing work order for the period 02 year or as per the instructions of the Engineer-in-charge.

4.0 QUALITY OF SERVICE

4.1 It will be the responsibility of the contractor to maintain the high standard of services.

4.2 In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge.



Chapter-3 : Conditions of Contract

12. Definitions & Interpretations:

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

EE, Lower Ganga Division-2, CWC, means Executive Engineer, Lower Ganga Division-2, Central Water Commission, Patna under Lower Ganga Basin Organization, CWC.

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

Contract Price:

The cost of work identified in the Agency proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, etc. The prices should be given as per the format given in price schedule.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

The Purchaser is:

The President of India through the Executive Engineer, Lower Ganga Division-2, CWC, 148-Anandpuri, Patna - 800001

Agency:

The Agency is the Agency of the successful tenderer with whom the purchaser enters into a contract for the supply of Security Guards detailed in this document.

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

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

13. Documents of Contract:

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

14. Interpretations:

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

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

15. Duration of contract:

The period of operation of the contract shall be for Two years from 6th July, 2019 to 5th July, 2021.

16. Programme of services:

The services will have to be started by the Agency/ agencies within 07 days of award of contract at the locations as identified in the Chapter 3, Schedule A.

17. Confidentiality:

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

18. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and State Government / PSUs.
- 2) **Incomplete tenders/tenders without specified EMD shall be rejected.**
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India with permanent office in West Bengal or Jharkhand.
- 5) The Agency should have an experience in handling manpower in last three years having turn over **10 lakh per year.**
- 6) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejection.
- 7) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection.
- 8) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.

19. TERMS OF PAYMENTS:

- a. No advance payment shall be made.
- b. The payment shall be released only after the end of every month provided the services are satisfactory.

- c. **The payment shall be made through e-payment only**, provided that, the bill is submitted within time and with all documentary proofs. In case the agency submits incomplete bills and/ or without necessary documentary proofs, the department shall not be held responsible for any delay in making payments.
- d. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, Lower Ganga Division-2, CWC, Patna from every payment made under this contract.
- e. GST or any other taxes will be reimbursed as per actual on production of proof.

Following documents shall be enclosed with the running bills:-

- i) Proof of payment of wages. The Agency shall disburse the wages of the persons engaged for this work through bank A/c of the engaged person and the bank transaction receipt shall be attached with the bill. No other means of disbursement of wages except through bank A/c of person concerned shall be considered as valid proof of disbursement of payment.
 - Proof of EPF contribution made by the contractor and also furnishes the EPF A/c No. of the person engaged for above work.
 - ESI contribution made by the contractor with proof of ESI contribution
- ii. The “Agency” shall disburse wages to its employees on or before 7th day of the succeeding month to the month in respect whereof wages are payable irrespective of fact whether it has received amount of consideration from the department or not.

20. Penalty of Services:

- i. In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- ii. If any loss to government properties/ materials shall occur due to negligence of duties, it shall be responsibility of “Tenderer” and “Tenderer” shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- iii. In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department would be entitled to be compensated as the case may be. Before deciding quantum of compensation the department may give notice to agency. The decision of CWC as regards the quantum of compensation will be final.
- iv. The “Tenderer” shall, in case any of its personnel is negligent in performing his duty resulting in inconvenience and/ or loss to the property of the department, be liable to compensate the Department for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the competent authority of CWC. The decision of competent authority of CWC shall be final and binding on the Contractor.

21. Force Majeure:

- a. For purposes of this Clause, “Force Majeure” will mean an event beyond the control of the Agency and not involving the Agency’s fault or negligence. Such events may include, but are not restricted to, wars

or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes. However considering the nature of work rainfall and floods will not be considered as Force Majeure.

- b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure, continues for a period of ninety (90) days or more, the parties may on mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure's.

22. Taxes and Duties:

GST and any other taxes levied on the services rendered by the Agency shall be reimbursed as per actual on production of receipt. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

23. Advances:

No advance payment will be made by the Purchaser.

24. Release of Claims:

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

25. Observance of Law:

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Agency shall observe all laws related to the watch and ward services in terms of manpower of both Government of India and State Government of West Bengal and Jharkhand.
- d. The resultant contract will be interpreted under Indian laws.

26. Termination of Contract:

- a. **For Purchaser's convenience**
The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.
- b. **For Agency's Default**
 - I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Agency becomes bankrupt or insolvent
 - ii. If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Agency neglects its obligations under this contract.

- iv. If the Agency has furnished any false document.
 - II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.
- c. **Termination by Agency**
The Agency can terminate the contract with 30 days' notice only in case:
- i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
 - ii). If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the office shall be forfeited.
- d. **On every termination**
- I. The Agency shall cease further work.
 - II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Agency. The decision of the purchaser shall be final in this respect.

Special Conditions of Contract:

- 1) None of the person engaged by the "Tenderer" shall be paid less than minimum wages as fixed by Government of India from time to time. Any claim due to revision in wages will be entertained in case of revision of minimum wages by Central Government.
- 2) The Agency shall provide Security Service (Watch and ward Unarmed Guards 24x7) on outsource basis for office of the CE, Lower Ganga Basin Organization, CWC's office building and premises at 177-B, Shrikrishnapuri, Patna.
- 3) The department will provide the necessary registers for record keeping. The Staff provided should must enter the daily activity/ movements etc.
- 4) Only one quotation can be submitted by one firm.
- 5) In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge'
- 6) The "Authority" shall not be responsible for death/ injury sustained to the 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 borne by the "Tenderer". In case of any incident / accident 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 rules in force.
- 7) The Agency shall change the staff in consultation of officer in-charge of CWC.
- 8) CWC will not provide any residential facility to the Agency. However, Water & Electricity will be provided by Department free of cost for the execution of service.
- 9) Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.

Tender for hiring of Watch and Wards (Un-armed Guard)

- 10) The Agency has to withdraw such staff who are not found suitable by the office-in charge for any reasons immediately on receipt of such a request.
- 11) There is no Master and Servant relationship between the employees of the Agency and this office.
- 12) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in Lower Ganga Basin Organization, 177-B, Shrikrishnapuri, Patna office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to this Department.
- 13) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.
- 14) The Agency's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in
- 15) Anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the Agency.
- 16) The Agency shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from CWC office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 17) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 18) The service charges/rates quoted by the Agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office. The service charge quoted should not be less than 5% of the minimum basic wages.
- 19) That on the expiry of the agreement as mentioned above, the Agency will withdraw its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
- 20) Any dispute arising out of the contract shall be settled within the jurisdiction of Patna.
- 21) The staff to be deputed by the Agency shall be physically and mentally fit.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

State : **Bihar**
Organisation : **Lower Ganga Basin Organization.**
Office : **O/o CE, LGBO, CWC, Patna.**

Tender & Contract for Works:-

Providing Security (Watch and ward Unarmed Guards 24x7) service on outsource basis for Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Shrikrishnapuri, Patna.

To be submitted up to **16:00 hours on 22/06/2019** to Executive Engineer, Lower Ganga Division-2, CWC, Patna .

To be opened in presence of tenderer(s) or their authorized representatives who may wish to be present (on their own expense) at **12:00 hours on 24/06/2019** in the office of the Executive Engineer, Lower Ganga Division-2, CWC, 148- Anandpuri, Patna .

Issued to _____

(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER:-

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, 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 President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

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

Tender for hiring of Watch and Wards (Un-armed Guard)

A sum of Rs. **53,500/- (Rupees fifty three thousand & five hundred only)** is hereby forwarded in cash / receipt treasury challan/ deposit at call receipt of a schedule bank/ fixed deposit receipt of a schedule bank/ demand draft of schedule bank/bank guarantee issued by a schedule bank as earnest money. If I/We fail to commence work as specified, I/We agree that said President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely; otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F'.

A copy of earnest money in receipt treasury challan/ deposit at call receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of schedule bank/bank guarantee issued by a schedule bank is scanned and uploaded **(strike out as the case may be)** as earnest money.

I/we have already furnished security to the President of India in lieu of earnest money and have deposited with the Executive Engineer, Lower Ganga Division-2, Central Water Commission, 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 on behalf of the President of India 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..... Signature of Contractor

Postal Address

Witness:

Address: Seal

Occupation:

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)

For & on behalf of President of India

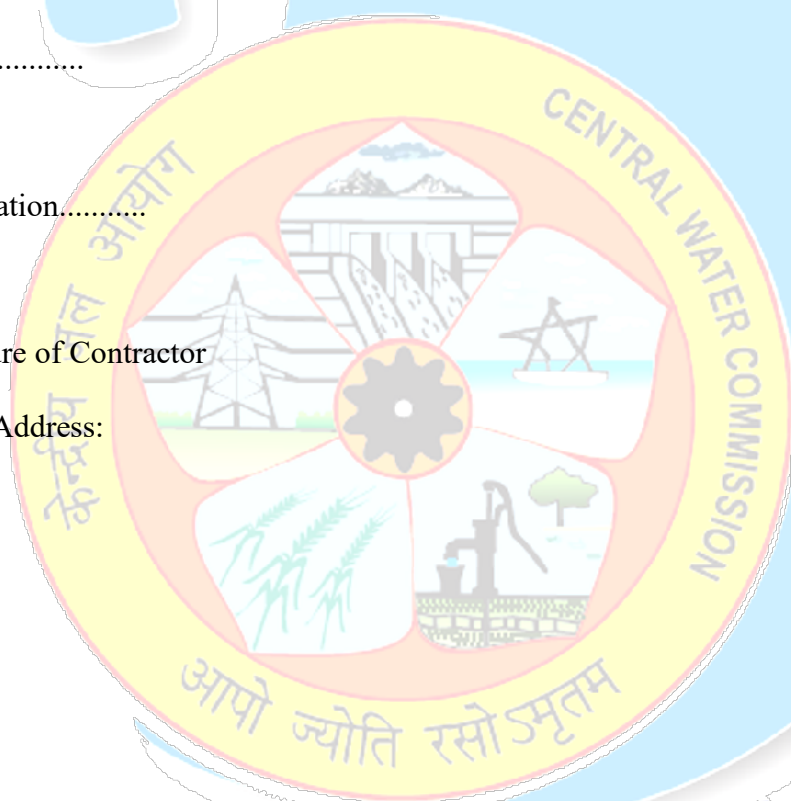
Signature.....

Dated.....

Designation.....

Signature of Contractor

Postal Address:



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SCHEDULES

SCHEDULE 'A' - Schedule of quantities (Enclosed)

SCHEDULE 'B' - Not applicable

(Schedule of materials to be issued to the contract

SCHEDULE 'C' - Not applicable

(Tools and plants to be hired to the contractor)

SCHEDULE 'D' - Extra Schedule for specific requirement/ document for the work if any, Additional Terms & Conditions, Special Conditions of Contract and Scope of work.

SCHEDULE 'E' - Not Applicable

(Schedule of component of Materials, Labour etc. for escalation.)

SCHEDULE 'F' - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8. :

Name of work: Providing Security (Watch and ward Unarmed Guards 24x7) Service on outsource basis for **O/o CE, LGBO, CWC office building and premises at 177-B, S.K.Puri, Patna.**

1.	Estimated cost of work put to tender	Rs. 26,74,272.00
2.	Earnest money	2% of Estimated Cost i.e. Rs. 53,500.00
3.	Performance guarantee	5% of contract price
4.	Security Deposit	5% of contract price
5.	General Rules & Directions:	
6.	Officer inviting tender	Executive Engineer, Lower Ganga Division-2, CWC, Patna.
8.	Definitions:	Additional definitions as per conditions of contract clause 1
10.	Engineer-in-Charge	Executive Engineer, LGD-2,CWC, Patna.
11.	Accepting Authority	Executive Engineer, Lower Ganga Division-2, CWC, Patna.
13.	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
14.	Standard Schedule of Rates	Minimum basic wages as specified in the latest order of Chief Labour Commissioner (Central) Ministry of Labour & Employment, New Delhi for Skilled & semiskilled labour for Area 'C'
15.	Department	Central Water Commission

16	Standard CPWD Contract Form Clause 1	CPWD Form-8 as amended from time to time
17	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	07 Days
18	Maximum allowable extension beyond the period (provided in i) above	Nil
19	Clause 2	
20	Authority for fixing Compensation under clause 2	Chief Engineer, LGBO, CWC, Patna.
21	Clause 2 A	
22	Whether Clause 2 A is applicable	No
23	Clause 5	
24	Number of days from date of issue of letter of acceptance for reckoning date of start of work	7 Days
Milestones		
25	Time allowed for execution of work	02Year
26	Clause 6 & 6A	Clause 6 is applicable
27	Clause 7	
28	Payment on intermediate certificate	Monthly
29	Clause 10 A	Not applicable
30	Clause 10 B (ii)	Not applicable
31	Clause 10 CA	Not applicable
32	Clause 10 CC	Not applicable
33	Clause 11	Applicable
34	Specifications to be followed for execution of work	As per Scope of Work and Terms & Conditions Of Tender document
35	Clause 12	Not applicable
36	Clause 16	Not applicable
37	Clause 42	Not applicable

Note:- All the other clauses of the GCC of CPWD shall be applicable which have not been mentioned above. The special condition of contract will supersede the clauses of GCC and shall be treated as final.

Chapter-4 : Schedule of Quantities

Name of work: Providing Security (Watch and ward Unarmed Guards 24 x 7) Service on outsource basis for O/o CE, LGB, CWC, office building and premises at 177-B, S.K.Puri, Patna.

Sl. No	Description of Work	Unit	Quantity.
1	2	3	4
1	Providing round the clock security (Watch and ward Unarmed Guards 24x7) service in the office of the Chief Engineer, Lower Ganga Basin Organization, CWC, 177-B, Shrikrishnapuri, Patna 800001 in 03 (Three) Shifts per day by providing 04 (Four) Guards (One guard per shift of 08 hours each shift and one guard extra in night shift) for a period of 24 Months (6 th July 2019 to 05 th July 2021) on outsource basis .	Months	24 (Twenty four)
Bifurcation of Salary			
a.	Minimum salary including paid weekly off		
b.	EPF contribution(for 26 days)		
c.	ESI contribution (for 26 days)		
d.	Service charge (on “a”)		
e.	Sub Total (a+b+c+d)		
f.	GST as applicable (On “e.”)		

Chapter 5 Technical and Financial Bids

Technical Bid

Name of work: Providing Security (Watch and ward Unarmed Guards 24 x 7) Service on outsource basis for O/o the Chief Engineer, Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Shrikrishnapuri Patna-800001.

Name of Organisation: Lower Ganga Division-2, Central Water Commission, Patna

Sl.No	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the Agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Aadhar No.	
7.	Labour License Number (copy to be enclosed)	
8.	Goods and Service Tax Registration Number (copy to be enclosed)	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
10.	Length of experience in the field, if any	
11.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the Agency)	
12.	Whether Agency profile is attached?	
13.	Financial turnover of the tendering company/ firm/ Agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/ CAs to be attached)	
14.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

The bidder shall also provide following in technical proposals:

The Agency's Bid Cover Letter (including eligibility, following Code of Integrity in Public

Procurement - CIPP);

Power of attorney if any;

Qualification Information with enclosures;

Write up on Bidder's Organisation, confirmation of compliance with (or deviations from) Description of Services, Activity Schedule, Statutory Obligation and Facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Agency, Contract For, GCC and SCC; etc. and

Enclosures: Cost of Bid/Bid Processing Fee/Bid Security.

Signature of the bidder with seal



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Financial Bid

Name of work: Providing Security (Watch and ward Unarmed Guards 24 x 7) Service on outsource basis for O/o CE, LGB, CWC, office building and premises at 177-B, S.K.Puri, Patna.

Sl. No	Description of Work	Unit	Qty.	Rate	Amount
1	2	3	4	5	6
1	Providing round the clock security (Watch and ward Unarmed Guards 24x7) service in the office of the Chief Engineer, Lower Ganga Basin Organization, CWC, 177-B, Shrikrishnapuri, Patna 800001 in 03 (Three) Shifts per day by providing 04 (Four) Guards (One guard per shift of 08 hours each shift and one guard extra in night shift) for a period of 24 Months (6 th July 2019 to 05 th July 2021) on outsource basis .	Months	24 (Twenty four)		
<u>Bifurcation of Salary:-</u>					
a	Minimum salary including paid weekly off				
b	EPF contribution(for 26 days)				
c	ESI contribution (for 26 days)				
d	Service charge (on “a”)				
e	Sub Total (a+b+c+d)				
f	GST as applicable (on “e”)				
g	Total for one Guard per month				
	Say				
9	Total for 4 Guards per month				
10	Total for 4 Guards for two year				
Grand Total for four Guards for two year					
In Words Rs.					

Signature of the Bidder:

Seal :

Chapter 6 Other Standard Forms

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Ganga Division-2, Central Water Commission, Patna (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Agency*) of..... (*City and Country of Agency*) (*hereinafter called "the Agency"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz hiring of Security Service (Watch & Ward Unarmed Guards 24 x 7) on outsource basis for O/o the Chief Engineer, Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001 and has accepted a Tender by the Agency for the supply of services in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Brief description of Work	Amount in Rs.	
	in figures	In Rupees
Hiring of Security Service (Watch & Ward Unarmed Guards 24 x 7) on outsource basis for Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001800001 in 03(Three) Shifts per day by providing 04 (Four) Guards (One guard per shift of 08 hours each shift and one extra guard in night shift) for a period of 24 Months (6 th July, 2019 to 5 th July 2021) on outsource basis		

Form 1

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas(herein after called the "tenderer")
has submitted their offer vide No..... dated..... for the Hiring
of Security Service (Watch & Ward Unarmed Guards 24 x 7) on outsource basis for Lower
Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-
800001. (herein after called the "tender") against the purchaser's tender enquiry No.
.....

KNOW ALL MEN by these presents that
WE.....of..... having our
registered office atare bound unto
.....(hereinafter called the "Purchaser")

in the sum of..... for which payment
will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within
the period of validity of this tender.

If the tenderer having been notified of the acceptance of his tender by the Purchaser during the
period of its validity:-

If the tenderer fails to furnish the Performance Security for the due performance of the contract.
Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written
demand, without the Purchaser having to substantiate its demand, provided that in its
demand the Purchaser will note that the amount claimed by it is due to it owing to the
occurrence of one or both the two conditions, specifying the occurred condition or
conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity
and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The President of India

WHEREAS (name and address of the supplier) (herein after called "the supplier") has undertaken, in pursuance of contract no..... dated For Hiring of Security Service (Watch & Ward Unarmed Guards 24 x 7) on outsource basis for Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001 (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of,2019.

.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

Form 3

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer
Lower Ganga Division-2,
Central Water Commission,
Patna, Pin 800001 (BIHAR)

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No:- LGD-2/PAT/HQ-75/Outsourcing/Guard/2019/2088, Dated: 14/06/2019

Name of Tender/ Services: - Hiring of Security Service (Watch & Ward Unarmed Guards 24 x 7) on outsource basis for Lower Ganga Basin Organization, CWC, office building and premises at 177-B, Srikrishnapuri, Patna-800001

Dear Sir,

I/ We have purchase the tender document(s) for the above mentioned 'Tender/Work' from office as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(Tender No. LGD-2/PAT/HQ-75/Outsourcing/Guard/2019/2088, Dated: 14/06/2019)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Lower Ganga Division-2, Patna

Name of Work **Hiring of Security Service (Watch & Ward Unarmed Guards 24 x 7) on
outsource basis for O/o the Chief Engineer, Lower Ganga Basin
Organization, CWC, office building and premises at 177-B,
Srikrishnapuri, Patna-800001**

Certified that this Tender document contains 42 (Forty Two) pages

Issued to:

Date of receipt of tender fee:

Date of issue

Signature of the issuing Authority

Executive Engineer,
LG Division-2, CWC, Patna

Chapter-7 : Integrity Pact

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Govt. of India

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

President of India represented through **Executive Engineer, Lower Ganga Division-2, CWC, Patna** (Herein after referred as the “**Engineer-in-charge**”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... through

(Name and Address of the Individual/firm/ Company)

.....(Hereinafter referred to as the

(Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHERE AS the Engineer-in-charge has floated the Tender (NIT No. **LGD-2/PAT/HQ-75/Outsourcing/Guard/2019/2088, Dated: 14/06/2019**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for:

“Providing Security (Watch and ward Unarmed Guards 24 x 7) Service on outsource basis for L G Division-2, CWC, office building and premises at 148- Anandpuri Patna.

Here in after referred to as the “**Contract**”.

AND WHERE AS the Engineer-in-charge values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHERE AS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/ Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Engineer-in-charge

The Engineer-in-charge commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Engineer-in-charge, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Engineer-in-charge will, during the Tender process, treat all Bidder(s) with equity and reason. The Engineer-in-charge will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

The Engineer-in-charge shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

If the Engineer-in-charge obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Engineer-in-charge will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Engineer-in-charge as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or Influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

i) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Engineer-in-charge after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. **Such exclusion may be forever or for a limited period as decided by the Engineer-in-charge.**

Forfeiture of Bid security/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Engineer-in-charge will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner

If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Engineer-in-charge may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

- The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- The Engineer-in-charge will disqualify Bidders, who do not submit, the duly signed Pact between the Engineer-in-charge and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 07 (seven) years after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CWC.

Article 7: Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Engineer-in-charge, who has floated the Tender

Changes and supplements need to be made in writing. Side agreements have not been made

If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Engineer-in-charge in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

----- -- (For and on behalf of Engineer-in-charge)

..... (For and on behalf of Bidder/ Contractor)

WITNESSES:

1.-----

(signature, name and address)

2.-----

(signature, name and address)

Place:

Dated:

