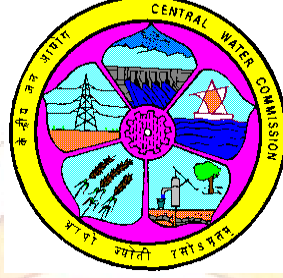




## **Central Water Commission Tapi Division, Surat**



Tender for “Providing the services of Data Entry Operator (DEO) and Multi Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat”(Gujarat).

**NIT NO.: CWC/TDS/2019-20/02**  
**Tapi Division, Central Water Commission, Surat**

**COST OF TENDER DOCUMENT: Rs.500/-**

Last date for submission of Tender: - 01/07/2019 upto 17:00 Hrs

Date of opening of Tenders: - 02/07/2019 at 11:00 Hrs

**Certified that this tender document contains 39 Pages including this page.**

**JUNE-2019**

# Central Water Commission

## Tapi Division

### Surat

Name of work:- Providing the services of Data Entry Operator (DEO) and Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat (Gujarat).

Tender No.	CWC/TDS/2019-20
Estimated cost put to tender	Rs. 12,29,000.00
Earnest Money Deposit	Rs. 24,580.00
Date & Time of Pre-bid Meeting	Not applicable
Last date & Time of submission of Tender	01/07/2019 up to 17:00 Hrs
Date & Time of opening of Technical Bids	02/07/2019 at 11:00 Hrs
Cost of Tender Document	Rs. 500/-

# Central Water Commission

## Tapi Division

### Surat

Tender for “Providing the services of Data Entry Operator (DEO) and Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat” (Gujarat).

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### CHECK LIST

Please tick the appropriate column.

Sl. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Covering Letter of Tenderer		
2.	Original Tender Document including Schedule of Quantities and rates duly signed on each page		
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. 24,580.00 in form of DD/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of <b>Executive Engineer, Tapi Division, CWC, Surat</b> (Gujarat) is enclosed		



भारत सरकार

Government of India

जल संसाधन, नदी विकास एवं गंगा संरक्षण मंत्रालय

Ministry of Water Resources, River Development & Ganga Rejuvenation

अधिशायी अभियंता का कार्यालय

तापी मण्डल

केंद्रीय जल आयोग

सूरत



Office of The Executive Engineer

Tapi Division

Central Water Commission

Surat

पत्रांक: TDS/HQ/NIT-NIQ/2019-20/448-51

दिनांक: 24/06/2019

## NOTICE INVITING TENDER

**NIT No: CWC/TDS/2019-20/02**

The Executive Engineer, Tapi Division, CWC, Surat(Gujarat) Phone No. 0261-2478569 Fax No. 0261-2478569 invites item rate tenders on behalf of President of India, comprising of technical and financial bids under two bid system for work "Providing the services of Data Entry Operator (DEO) and Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat (Gujrat) from the authorized/registered service provider. The technical bid and financial bid should be sealed by the bidder in separate envelope duly super-scribed and both these sealed envelopes are to be put in a bigger envelope which should also sealed and dully super-scribed.

Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs.)
Tender for "Providing the services of Data Entry Operator (DEO) & Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat (Gujarat).	Rs.12,29,000.00	Rs. 24,580.00	500/-

1. Last date of submission of Tender is 01/07/2019 up to 17:00 Hrs.
2. Technical bids will be opened at 11:00 Hrs. on 02/07/2019.

The interested tenderers can download the tender document and other details from tender page on the CWC website at <http://www.cwc.gov.in> (also on old cwc website) . However, their tenders shall only be

Tender/TD/DEO&MTS

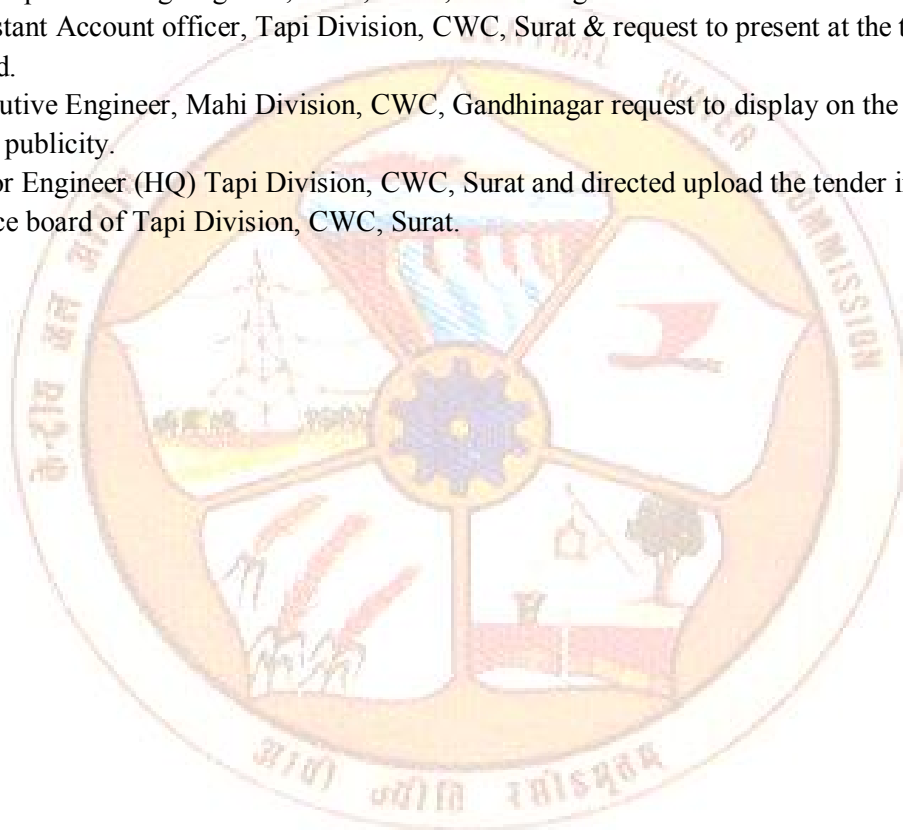
Page 5

accepted on receipt of the cost of tender document as specified before submission of the tender document. The Tender cost shall be paid through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Tapi Division, CWC, Surat payable at Surat.

Sd/-  
Executive Engineer  
For & on behalf of President of India

Copy to :

1. The Superintending Engineer, HOC, CWC, Gandhinagar.
2. Assistant Account officer, Tapi Division, CWC, Surat & request to present at the time of opening of bid.
3. Executive Engineer, Mahi Division, CWC, Gandhinagar request to display on the notice board for wide publicity.
4. Junior Engineer (HQ) Tapi Division, CWC, Surat and directed upload the tender in CWC portal.
5. Notice board of Tapi Division, CWC, Surat.



GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
OFFICE OF THE EXECUTIVE ENGINEER  
TAPI DIVISION  
SAGRAMPURA, SURAT  
GUJARAT-395002  
**NOTICE INVITING TENDERS**

**NIT NO.: CWC/TDS/2019-20/02**

**Dated:24/06/2019**

- 1.0 The Executive Engineer, Tapi Division, CWC, Sagrampura, Surat(Gujarat), Phone No. 0261-2478569 Fax No. 0261-2478569 invites item rate tenders on behalf of President of India, comprising of technical and financial bids for the work of “Providing the services of Data Entry Operator (DEO) and Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat, (Gujarat)” from contractors/service provider who are registered under appropriate authorities of Government of India (Central/ State). The technical bid and financial bid should be sealed by the bidder in separate envelope duly super-scribed and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and and dully super-scribed.
- 2.0 The estimated cost put to tender is Rs 12,29,000.00
- 3.0 **Eligibility Criteria:**
  - 3.1 The contractor should be registered with EPF and ESIC and have a valid Certificate of EPF and ESI department.
  - 3.2 They should have a Valid PAN No. (Copy to be enclosed).
  - 3.3 They should have a Valid GST Registration number.
  - 3.4 The Firm should have a minimum experience of three years in the field of providing outsourcing services for Government / public Sector undertaking and satisfactory execution of similar works as given below:
    - i) Three similar works, each value not less than 40% of the estimated cost put to tender,  
or
    - ii) Two similar works, each of value not less than 60% of the estimated cost put to tender,  
or
    - iii) One similar work value not less than 80% of the estimated cost put tender, all amounts rounded off to a convenient full figure, in the last three years ending on the last day of the month previous to the one in which the tenders are invited.
  - 3.5 Average Annual financial turnover of related services during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. 50 lakh(Fifty lakh).
- 4.0 The location of work is “Office of the Executive Engineer, Tapi Division, CWC, Sagrampura, Surat-395002(Gujarat) and other places specified in scope of work.
- 5.0 Tender Document is available on CWC website URL [www.cwc.gov.in](http://www.cwc.gov.in). The bids shall be submitted offline in the office of Executive Engineer, Tapi Division, CWC, Surat.
- 6.0 The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of bid, otherwise the bid will not be considered for opening:
  - i) Demand Draft in favour of Executive Engineer, Tapi Division, CWC, Surat



towards tender fee (non refundable) in original in sealed envelope (inside Technical Bid envelope).

- (ii) Demand draft in favour of Executive Engineer, Tapi Division, CWC, Surat towards Earnest Money Deposit (EMD) in original in sealed envelope (inside Technical Bid envelope).
- (iii) Technical & Financial bid should be sealed by the bidder in separate envelopes duly super-scribed (“Technical bid” or “Financial bid”) and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and dully super-scribed as-Tender for “Providing the services of Data Entry Operator (DEO) & Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, Central Water Commission, Surat” (Gujarat).

7.0 The tender shall be accompanied by Earnest Money, (unless exempted) of Rs. 24580.00/-(Rupees twenty four thousands five hundred eighty only) as Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Tapi Division, CWC, Surat, or in any other forms as per **CPWD works manual** 2014 clause 19.4(i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank. **((a) A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank (b) It should be ensured that the FDR is pledged in favour of the Engineer in-charge. It is the Tenderer's own interest to keep the FDR valid as long as it is required).** Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. If the technical bid of the tenderer does not contain specified earnest money the tender will be summarily rejected and their financial bid shall not be opened. No further communication shall be entertained in this regard.

8.0 The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount with in the period specified in Schedule ‘F’. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 5000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India 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.

9.0 **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 / miss-



happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents.

- 10.0 Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 11.0 The competent authority on behalf of President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reasons.
- 12.0 All bids in which any of the prescribed condition is not fulfilled or any condition including that conditional rebate is put forth by the bidders shall be summarily rejected.
- 13.0 Canvassing whether directly/indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
- 14.0 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
- 15.0 The tenderer shall not be permitted to tender for works in this division office responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer 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, Ganga Rejuvenation & River Development, Govt. of India. Any breach of this condition by the contractor would render his/her bid to be summarily rejected.
- 16.0 No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his/her retirement from Government service, without the prior 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 bid or engagement in the contractor's Service.
- 17.0 Validity Period of Tender: The offer for the work shall remain valid for acceptance for a period of 60 (sixty) days from the date of opening of Financial bid.
- 18.0 If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said EMD as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
- 19.0 Signing of Contract Agreement: The 'Notice Inviting Tender', shall form a part of the contract document. The Successful bidder/ contractor, on acceptance of his bid by the accepting authority shall within 15 days from the stipulated date of start of the work, sign the contract agreement consisting of:

- (a) The Notice inviting tender, all documents including terms & conditions, minutes of pre-bid meeting, any corrigendum to this tender (if issued by the o/o Executive Engineer, Tapi Division, CWC, Surat) shall form part of the tender as issued at the time of invitation and rates quoted at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works

Sd/-  
Executive Engineer,  
Tapi Division, CWC, Surat  
For & on behalf of President of India



### **ADDITIONAL INSTRUCTIONS TO TENDERERS**

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

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

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

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

- a) All the terms and conditions along with all supporting documents.
- b) Documentary evidence to establish that the Tenderer is eligible to bid and is qualified.
- c) Earnest Money Deposit in prescribed form.
- d) Original tender with schedule of quantities without any pricing information.

5) The **financial bid** shall comprise the following components:

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

6) The bidder shall submit the bids in the tender box at office of the Executive Engineer, Tapi Division, CWC, Surat(Gujarat).

#### **7) SUBMISSION OF DOCUMENTS**

7.1 As part of Technical Bid:

- i) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN , GST number, Aadhar number and Tender Acceptance Letter.
- ii) Total monetary value of services performed for each of the last three years;
- 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.
- iv) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- v) Signed and Scanned copy of previous three Financial years Income-tax / ESI, EPF Registration Certificate, Affidavit of partnership firm/ Pvt. Ltd. Or public Ltd. Company registered certificate.
- vi) Signed and scanned true copy of Partnership deed as per the tender document.
- vii) The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.

- viii) Audited financial statements for the last three years (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period).
- ix) Documents supporting Annual Turnover for last three financial years.
- x) Any other document in support of Bid.

**Note: the financial bid will be opened only of those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.**

7.2) As part of Financial Bid.

- i) Signed financial bid as per tender document.

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

- i) Demand draft in favour of Executive Engineer, Tapi Division, CWC, Surat towards tender fee in original in sealed envelope (inside Technical Bid envelope).
- ii) Demand draft in favour of Executive Engineer, Tapi Division, CWC, Surat towards tender towards Earnest Money Deposit (EMD) in original in sealed envelope (inside Technical Bid envelope).
- iii) Technical & Financial bid should be sealed by the bidder in separate envelopes duly super-scribed ("Technical bid" or "Financial bid") and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and dully super-scribed as-**Tender for "Providing the services of Data Entry Operator (DEO) & Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, Central Water Commission, Surat" (Gujarat).**

8) **Evaluation of Bids:** Initially only the Technical Bids shall be opened and evaluated. If the bidder meets the qualifying criteria as specified in the bid document, only then the financial bid will be opened. The bids not meeting the qualifying criteria shall be deemed non-responsive. Such financial bids shall not be opened and financial bid envelope of such bidders shall be returned to them unopened.

**Please Note:** i) Bidders are requested to submit their technical bids with all the supporting documents for the purpose of technical evaluation. Those bids not meeting this criterion shall be summarily rejected.

- ii) Conditional bids will also be summarily rejected.

9) The rate quoted shall not be below the minimum wages as per latest Government of India order.

10) Rate shall be quoted in **Indian Rupees only**.

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

12) The tender Authority will evaluate technical bids. The financial bid shall be opened only of the Tenders whose technical bids are found eligible.

13) 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.

14) An affirmative determination will be a pre requisite for award of the work to the contractor.

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

.....X.....

GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION

STATE : Gujarat  
ORGANISATION : Mahi & Tapi Basin Organization,  
CIRCLE : Hydrological Observation Circle  
DIVISION : Tapi Division

**Item rate Tender & Contract for Works :**

Providing the services of Data Entry Operator (DEO) & Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat (Gujarat) as specified in the scope of work.

To be submitted up to 17:00 hours on 01/07/2019 to the Engineer in-charge

To be opened in presence of tenderer(s) or their authorized representatives who may be present at 11:00 hours on 02/07/2019 in the office of the Executive Engineer, Tapi Division, CWC, Surat.

Issued to \_\_\_\_\_  
(Contractor)  
Signature of officer issuing the documents \_\_\_\_\_  
Designation \_\_\_\_\_  
Date of Issue \_\_\_\_\_



## TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, Specifications applicable, General Rules and Directions, 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 (60) days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 24580.00 (Rupees twenty four thousand five hundred eighty only)** is hereby forwarded in 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, Tapi Division, CWC, Surat, 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





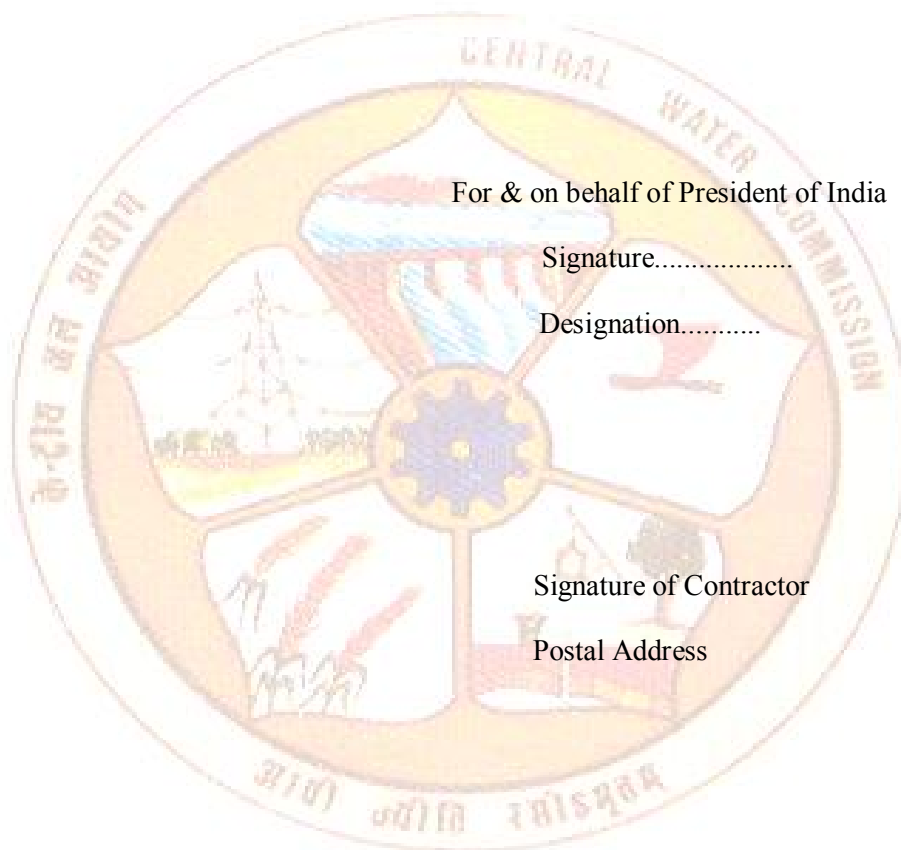
## ACCEPTANCE

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)

Dated.....



## **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 of services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) service on outsourcing basis to Mahi Division CWC, Gandhinagar.

ia	Estimated cost of work put to tender	Rs. 12,29,000.00
ib	Earnest money	Rs 24,580.00
ii	Performance guarantee	5% of contract price
iii	Security Deposit	5% of contract price
	<b>General Rules &amp; Directions:</b>	
	Officer inviting tender	Executive Engineer, Tapi Division, CWC, Surat
	<b>Definitions:</b>	Additional definitions as per conditions of contract.
2(v)	Engineer-in-Charge	Executive Engineer, Tapi Division, CWC, Surat
2(viii)	Accepting Authority	Superintending Engineer (HOC), CWC, Gandhinagar.
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	Minimum basic wages as specified in the latest order of Chief Labour Commissioner (Central) Ministry of Labour & Employment for Highly skilled labour for Area 'B' for 'DEO' and Semi skilled labour for Area 'B' for 'MTS'.

2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract Form	CPWD Form-7/8 as amended from time to time
	<b>Clause 1</b>	
i.	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	07 Days
ii	Maximum allowable extension beyond the period (provided in i)above	Nil
	<b>Clause 2</b>	
	Authority for fixing Compensation under clause 2	Superintending Engineer, HOC, CWC, Gandhinagar.
	<b>Clause 2 A</b>	
	Whether Clause 2 A is applicable	No
	<b>Clause 5</b>	
	Number of days from date of issue of letter of acceptance for reckoning date of start of work	7 Days
<b>Milestones</b>		
	Time allowed for execution of work	12 calendar months
	<b>Clause 6 &amp; 6A</b>	Clause 6 is applicable
	<b>Clause 7</b>	
	Payment on intermediate certificate	Monthly
	<b>Clause 10 A</b>	Not applicable
	<b>Clause 10 B(ii)</b>	Not applicable
	<b>Clause 10CA</b>	Not applicable
	<b>Clause 10 CC</b>	Not applicable
	<b>Clause 11</b>	Applicable
	Specifications to be followed for execution of work	As per Scope of Work and Terms & Conditions of Tender document
	<b>Clause 12</b>	Not applicable
	<b>Clause 16</b>	Not applicable
	<b>Clause 42</b>	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.

.....X.....

### GENERAL CONDITIONS & CLAUSES OF CONTRACT

1. The officer inviting tender is Executive Engineer, Tapi Division, CWC, Surat. The Engineer-in-charge is Executive Engineer, Tapi Division, CWC, Surat.
2. The Accepting Authority is Superintending Engineer (HOC), CWC, Gandhinagar.
3. Specifications as mentioned in NIT will be followed for execution of the work.
4. The Tenderer are required to quote rates in Rupees item wise as specified in the "**Financial Bid**" in tender document.
5. The accepting authority shall have full right to reject all or any of the tender without assigning any reason thereof.
6. Valid PAN No., GST No, Proof of valid Registration with any of the agencies or specialized agencies for such works mentioned in NIT, Registration for EPF and ESI, partnership deed if any, regarding past experience etc. should be produced at the time of submitting the tender papers, failing which the tenders are liable to be rejected.
7. It is expected that the agency should, in advance, get them well acquainted with the site and circumstances where the works are to be executed.
8. If the work is not started within the stipulated time by the successful lowest Tenderer or whose tender is accepted, the Earnest Money shall be forfeited and work will be rescind/cancelled and may be allotted to the next tenderer.
9. The work shall be executed in accordance with the specifications mentioned in NIT.
10. The Engineer-in-Charge shall have power to make any alteration in omissions from, additions to or substitution for, the original specification that may appear to him to be necessary or advisable during the progress of the work in accordance with any instructions which may be given to him in writing signed by the Engineer in Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered/ additional / substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions, in all respect on which he agreed to do the main work and at same rates as are specified in the tender for the work.
11. In case of any conflict/dispute regarding specification of works etc. the decision of the Engineer-in-Charge shall be final and binding.
12. If at any time after execution of the contract document, the Engineer-in Charge shall, for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case except as provided hereunder, the contractor shall not have any claim in any form for any payment or compensation, he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of loss that he may be put to, on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him.

He shall not also have any claim for compensation by reason to any alteration having been made in the original specifications and instructions which may involve any curtailment of the work as originally contemplated however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such material at the rate determined by the Engineer-in-Charge provided they are not in excess of requirement.

13. Taxes as applicable such as, Income tax, etc. as the case may be, at the prescribed rate of gross value of work shall be deducted at source unless Income Tax Authorities or any other competent Authority exempts the contractor.
14. On the breach of any term or condition of this contract by the contractor, the Accepting Authority/Engineer-in-Charge shall forfeit the full amount of the security deposit deducted from bill and or keep back the security money as compensation for the said breach but, without prejudice to the right of CWC to recover any further amount as penalty/damages from any sum due to or which may become due to the agency by CWC or otherwise.
15. In tender forms gross amount should be indicated both in words and figures accurately. In case of any difference, the lower of the two shall be treated as the final.
16. **Security for performance:**
  - 16.1 **Performance Guarantee:**
    - (i) The contractor shall submit an irrecoverable Performance Guarantee of 5% (Five percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performance according to the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of contract from the date of issue of letter of intent. This guarantee shall be in the form of in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of The Executive Engineer, Tapi Division, CWC, Surat payable at Surat. In case a fixed deposit receipt of any Bank is furnished by the agency to the Executive Engineer, CWC, Surat as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the agency and the agency shall forthwith on demand furnish additional security to the Executive Engineer, CWC, Surat to make good the deficit.
    - (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work plus 60 days beyond that. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest within one month from the date of issue of completion certificate.
    - (iii) The Employer shall not make a claim under the performance guarantee except for amounts to which the Executive Engineer, CWC, Surat is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
      - (a) Failure by the agency to extend the validity of the Performance Guarantee as described herein above, in which event the Executive Engineer, Tapi division, CWC, Surat may claim the full amount of the Performance Guarantee.



- (b) Failure by the agency to pay Executive Engineer, Tapi division, CWC, Surat any amount due, either as agreed by the agency or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Executive Engineer, CWC, Surat.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Engineer, Tapi division, CWC, Surat.

17. **Recovery of Security Deposit:**

(i) The person whose Tender may be accepted shall permit Executive Engineer, CWC, Surat at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum will amount to security deposit of 5% of the Tender value of the work including the adjustment of earnest money. Such deductions will be made and held by Executive Engineer, CWC, Surat by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of fixed deposit receipts / bank guarantee of a commercial bank of India. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Executive Engineer, CWC, Surat as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Executive Engineer, CWC, Surat to make good the deficit.

(ii) All compensations or the other sums of money payable by the agency under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Executive Engineer, Tapi division, CWC, Surat on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash/ DD or fixed deposit receipt or bank guarantee Tendered by Scheduled Bank, endorsed in favour of the Executive Engineer, CWC, Surat, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of Tenders will be treated a part of the Security Deposit. The Security Deposit of 5% deducted through running bills shall be refunded to the contractor after six months from the date of issue of completion certificate.

18. All other conditions specified in the CPWD General Condition of Contract and any other rules of CPWD codes and its amendment as applicable will be binding on the successful Tenderer for this contract.

.....X.....

## SCOPE OF WORK, SPECIFICATIONS AND SPECIAL TERMS & CONDITIONS

### 1.0 SCOPE OF WORK

- 1.1 Central Water Commission requires the outsourcing services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) service on outsource basis to Tapi Division, CWC, Surat.
- 1.2 The duration of this Contract shall be for a period of 12 Months. The successful Tenderer shall be expected to provide the services during the specified contract period on Contract Basis (or extended period on mutual consent, if any) as described in the Tender document.

Sl. no	Description of Work	Qualification	Age	Qty
1	Providing the Services of Data entry operator on outsource basis at Tapi Division, CWC, Surat (Gujarat).	12 <sup>th</sup> passed & Physically fit and should be well versed in basic computer i.e. MS Word, Excel, etc	18-65 years	02 No.
2	Providing the services Multi-Tasking staff on outsource basis at Tapi Division, CWC, Surat (Gujarat)	10 <sup>th</sup> passed, Physically fit and should be able for operate computer .	18-65 years	02 No.

### 2.0 CONDITIONS OF TENDER

- 2.1 The Agency shall work under the control of the Executive Engineer, Tapi Division, CWC, Surat (Gujarat)
- 2.2 This is purely a temporary arrangement which can be terminated at any time without assigning any reasons by serving fifteen days notice. No claim regarding regular job in CWC by the personals engaged by the agency shall be entertained in future.
- 2.3 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.
- 2.4 The Tenderer shall be entirely responsible and ensure that only persons authorized by the CWC are allowed to operate/repair/maintain the equipment 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 Engineer in-charge/site in-charge.



- 2.5 The Tenderer shall employ only such personnel as may be educated/ trained enough to carry out job. Personnel shall not be removed arbitrarily from deployment without concurrence of Engineer-in-charge.
- 2.6 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 Government rules in force.
- 2.7 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.
- 2.8 The Tenderer shall be solely responsible for payment of wages / 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.
- 2.9 In case of any dispute, the decision of the Authority will be final and binding.
- 2.10 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 and the work is not being carried out as per instruction of Authority the contract shall be changed within 24 hours.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 No advance payment shall be made. However the payment shall be released only after the end of every month provided the services are satisfactory. Payment will be made within 15 days on receipt of the bill in triplicate by through PFMS provided that the bill is submitted within time and with all documentary proofs as per item No. 7.1. 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.

- 2.16 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.
- 2.17 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.
- 2.18 The Tenderer should provide an alternate arrangement for the person/persons who is engaged for the work, proceeds on leave. **Otherwise amount of wages for twice the amount of period of absence will be deducted from the bill.**
- 2.19 **The department reserves the right for test and interview for the person/persons before issuing the work order.**
- 2.20 The location of Office may be changed at the time of work order without assigning any reason as per requirement of work.
- 2.21 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.
- 2.22 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.
- 2.23 All the basic information(Name, Address, contact no. educational qualification and Aadhar card/voter ID card) about the person engaged through outsourcing must be submitted by the Contractor
- 2.24 The contractor should provide the name of person bank account no. name of bank and branch, EPF number, ESI number, Bank mandate form and copy of bank passbook.
- 2.25 The contractor should also maintain a wages payment register for contractual personnel the register can have following columns (Name of person, month & year, Basic, VDA, ESI, EPF Contribution of employee and employer and any other payment Gross payment deduction net payment, date of disbursement, mode of payment bank account number, signature of contractor and signature of personnel along with date.
- 2.26 Without permission of Engineer-in-charge, the agency will not change outsource personnel arbitrarily.
- 2.27 The contractor must submit copy of the bank passbook, mandate form and proof of persons/employees EPF account to the office for record, whenever there is a change in the personal and a new person joins the information should be immediately submitted to the office for record

### 3.0 **COMMENCEMENT & COMPLETION OF SERVICE**

- 3.1 The Tenderer will commence service within 7 days after issuing work order for the period of 1 years 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

#### **5.0 PENALTY OF SERVICES**

- 5.1 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.
- 5.2 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.
- 5.3 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.

#### **6.0 REGISTRATION WITH THE GOVERNMENT AND OTHER OBLIGATIONS**

- 6.1 Tenderer shall be required to follow all directives of the Government under Act of ESI,PF/EPF, Contract labour Act, Social Welfare Legislation Act like Workman's Compensation and shall be registered with the statutory authorities in the government towards the same. The minimum wages of highly skilled and semi- skilled labour shall be as per Regional Labour Commissioner Circulars of Government of India/State Authorities (whichever is higher). The agency should submit the certificate to Engineer-in-charge towards necessary compliance of all Govt. obligations on part of Agency on monthly basis. CWC shall not be responsible for any extra claims of staff engaged by the contractor for the work of CWC.

#### **7.1 TERMS OF PAYMENTS**

- (a) No advance payment shall be made. However the payment shall be released only after the end of every month provided the services are satisfactory. Payment will be made within 15 days on receipt of the bill in triplicate along with attendance of person engaged duly signed by the Agency and counter signed by the concern JE, Through PFMS (for which necessary information shall have to be submitted by the agency) provided that the bill is submitted within time and with all documentary proofs as per sub clause No 7.1 (c) (i, ii, iii & iv). 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.
- (b) GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

(c) Following documents shall be enclosed with the running bills:-

- i) The Agency shall disburse the wages of the persons engaged for this work through bank A/c of the engaged person only.
- ii) Schedule indicating the list of employees/personnel, EPF number, contribution from employee, contribution from employer amount remitted to PF office, date of remittance and copy of receipt of remittance to the PF office.
- iii) Schedule indicating the list of employees/personnel, ESI number, amount remitted to the ESI office date of remittance and copy of the ESI Payment receipt.
- iv) Copy of the wage payment register complete up to previous month as describe in conditions of tender 2.25
- v) Copy of updated bank Pass book of engaged person/outsource person.
- vi) GST payment proofs.

(d) Following document shall be enclosed with the final Bill:-

- i) Contractor must complete the KYC formalities of the contractual personnel in respect of their EPF accounts. A proof of the same shall be submitted to this office with the final bill.
- ii) Complete wage payment regester in original.

7.2 Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.

7.3 For the purpose of this tender document “Tenderer”, “Agency” and “Contractor” are synonymous.

## 8.0 JURISDICTION

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

## 9.0 NOTICES

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

## 10.0 SUBCONTRACTS



The Tenderer shall not assign, in whole or any part, its obligations to perform under this contract, to other Agency.

#### **11.0 AGENCY'S OBLIGATION**

- 11.1 The Tenderer is obliged to work closely with the Department's staff, act within its authority and abide by directions issued by the Engineer-in-charge for implementation of works.
- 11.2 The Tenderer will abide by the job safety measures prevalent in India as per Government norms and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities/ compensation arising from such incidents and will not hold the Department responsible or obligated.
- 11.3 The Tenderer is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 11.4 The Department shall not in any manner be responsible for any act, negligence, default; omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Department. However, if any such claim is made against the Department, the agency shall indemnify / reimburse the Department against all the money paid and expenses incurred by the employer.
- 11.5 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.
- 11.6 The "Tenderer" shall be responsible for
- i) The engaged person should well dressed during duty hours.
  - ii) Providing valid Identity proof like Aadhaar card/ Voter ID card or any ID card issued by the Central or State Government.
  - iii) Any personnel not found suitable to this office should be changed within 24 hours after a written request/complaint is made by Engineer in charge.
  - iv) Providing and ensuring all such amenities/implements/kit to the personnel as are required for a smooth and efficient execution of the duties.
  - v) Providing copy of bio-data with photo, education qualification certificate appointment letter and Identity Card of the personnel deputed on duty after due verifications to this office for check and record.
  - vi) Good character, conduct and behavior of the personnel deployed by him.
- 11.7 Any corrections/cuttings in the Tender document shall be initialed by the Tenderer.
- 12.0 No other charges, wages, dues, allowances and compensation whatsoever to staff, employees or other persons to be deployed by the Agency for the services rendered or to be rendered by the contractor, over and above the amount quoted by the contractor will be paid to the contractor.

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**Schedule of Quantities**

**NIT NO.: CWC/TDS/2019-20/02**

**Name of work:** Providing of services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) on outsourcing basis at Tapi Division, CWC, Surat(Gujarat).

Sl. no	Description of Work	Age	Qty.	Unit	Educational Qualification
1	Providing the Services of Data entry operator on outsource basis at Tapi Division, CWC, Surat(Gujarat).	18-65 Yrs	02	Nos.	DEO-12 <sup>th</sup> passed & Physically fit and should be well versed in basic computer i.e. MS Word, Excel, etc
2	Providing the services Multi-Tasking on outsource basis at Tapi Division, CWC, Surat (Gujarat).	18-65 Yrs	02	Nos.	10 <sup>th</sup> passed, Physically fit and should be able for operate computer .

;

Signature with seal of the agency

Address:

**FINANCIAL BID**

**NIT NO.: CWC/TDS/2019-20/02**

**Name of work:** Providing the services of Data Entry Operator (DEO) & Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat (Gujarat).

<b>Sr. no</b>	<b>Description of item</b>	<b>Unit</b>	<b>DEO at Surat (B)</b>	<b>MTS at Surat (B)</b>
a	Basic wages including paid holiday (26 days)	Month		
b	PF contribution (26 days)	Month		
c	ESI Contribution (26 days)/ Workmanship compensation policy	Month		
d	Sub Total (a+b+c)	Month		
e	Service Charge	Month		
	Sub Total (D+E)	Month		
f	GST as per Govt. rate	Month		
g	<b>Total per month per person (d+e+f)</b>			
h	<b>No. of person</b>	each	2	2
i	Total per month (g x h)			
j	Total for 12 month (12 x i)			
Grand Total (in figures) in Rs.				
Grand Total (in words) in Rs.				

Note:

1. The wages, ESI, EPF etc. shall be paid in full by the contractor.
2. Bidders shall have to quote justified minimum service charges. Bids with zero (0) Service charge shall be summarily rejected.
3. I / we hereby accepted all the terms & condition of above NIT.
4. Whenever Govt. increase VDA rates, The Agency will have to pay wages of outsource staff as per new rate of VDA. VDA as per actual will be paid by department to the agency as per Govt. rule,



Signature with seal of the agency  
Address:

## KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer Tapi Division, CWC, Surat Sagrampura, Surat-395002 (Gujarat)
2	Mode of submission of tender	Offline mode
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer Tapi Division, Surat Opp. Kshetrapal Health Centre, Sagrampura Surat-395002
4	Job requirement	Providing of services of Data Entry Operator (DEO) & Multi-Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat
5	Language(s) in which items to be printed	English
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 22/06/2019 to 01/07/2019 upto 17:00 hrs from <a href="http://www.cwc.gov.in">www.cwc.gov.in</a>
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 bid. The cost of tender can be submitted by means of Demand Draft / FDR of Scheduled Bank payable to the Executive Engineer, payable at Surat.
9	Last date & Time for submission of Bids	01/07/2019 (17:00hrs)
10.	Earnest Money Deposit amount payable	Rs. 24,580.00
11.	Date, time and place of Public tender Opening Event	Opening of Bid shall commence at 11:00 hours on 02/07/2019, Interested bidder or their representative not more than 2 per bidder may be present in the O/o the EE, Tapi Division, CWC, Surat(Gujarat).

12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 7 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
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## CONTRACT/AGREEMENT FORM

This Contract /Agreement (Agreement no.-----), made on the \_\_\_\_ day of \_\_\_\_\_ 2019 between the Executive Engineer (for and on behalf of the President of India), Tapi Division, Central Water Commission, Surat, Gujarat (hereinafter called “the First Party”) and

\_\_\_\_\_ (name and address of the contractor) (hereinafter called “the Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work “Providing the services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) service on outsourcing basis to Tapi Division CWC, Surat at various sites under Tapi Division Central Water Commission, Surat” required for five months duration on contract basis for a period of five months from the date of start of the work (hereinafter called “ the works”) and the First Party has accepted the Bid by the Second Party for a contract price of Rs.-----

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

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for “Providing the services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) on outsource basis at Tapi Division, CWC, Surat”(Gujarat) for Twelve months duration on contract basis, in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for “Providing the services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) on outsourcing basis at Tapi Division, CWC, Surat”(Gujarat) for twelve months duration on contract basis, the contract rate 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) Tender Document issued to the contractor and duly submitted by him duly signed.
  - b) Amendments/Corrigendum to the tender document, if any.
  - c) Letter of the contractor submitting the tender.
  - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted.
  - e) Rate and Amount of tender/bid quoted by the contractor.
  - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips.
  - g) Letter of the Executive Engineer communicating acceptance of the tender.
  - h) Letter of the Executive Engineer regarding commencement of the work.
  - i) Performance security.
  - j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement.

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signature of First Party Signed by \_\_\_\_\_

(for and on behalf of the President of India)

Binding signature of Second Party signed by \_\_\_\_\_

(for and on behalf of the \_\_\_\_\_ duly authorized vide resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Director of \_\_\_\_\_)

In the presence of Witnesses

(1)

(2)

## 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 of .....20.....

#### BETWEEN

President of India represented through *Executive Engineer, Tapi Division, CWC, Surat* (Here in 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

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

WHEREAS the Engineer-in-charge has floated the Tender (NIT No. **CWC/TDS/2019-20/02**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for:

“Providing of services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) on outsourcing basis at Tapi Division, CWC, Surat” (Gujarat).

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

AND WHEREAS 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 WHEREAS 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

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

- (a) 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.
  - (b) 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.
  - (c) The Engineer-in-charge shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) 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)**

- 1) 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.
- 2) 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:
- a) 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.
  - b) 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.
  - c) 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.



- d) 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.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) 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.**
- 5) 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.**
- ii) **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.

- iii) **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**

- i) 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
- ii) 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.
- iii) 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**

- i) 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.
- ii) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- iii) 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**

- i) 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.
- ii) Changes and supplements need to be made in writing. Side agreements have not been made.
- iii) 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.
- iv) 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 intentions.
- v) 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:

Date

## **BANK GUARANTEE**

.....( Name of the Bank)

BG Number:.....

Issue Date:.....

.....(Name of the bank)

### **Form of Performance guarantee / Bank guarantee bond**

To,  
Executive Engineer,  
Tapi Division,  
Central Water Commission,  
Surat

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between Executive Engineer, Tapi Division, Central Water Commission, Surat and M/S ..... (herein after called "the said contractor(s)") for the work of Providing of services of Data Entry Operator (DEO) & Multi Tasking Staff (MTS) on outsourcing basis at Tapi Division, CWC, Surat(Gujarat) (Hereinafter called "the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We.....(indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs ...../ on demand by the Government.
2. We, the said Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount                      not                      exceeding                      Rs..... (Rupees ..... only).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement

have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We, the said Bank), further agree with the Government that the Government shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) , and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, the said Bank, lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees..... only), and unless a claim in writing is lodged with us within expiry date of or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of .....  
For.....

(Indicate the name of the Bank  
with seal)