

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GODAVARI DIVISION

Room No. 333, 3rd Floor,
Krishna – Godavari Bhawan,
H.No.11-4-648, A.C. Guards,
Hyderabad – 500 004
Dated: 26-08-2014

No. LGD/DB/NIT/2014-15/283-89

NOTICE INVITING TENDER

Sealed Tenders are invited on behalf of President of India from the Registered Manpower Supplying firms for providing 16 Nos. Semi Skilled Workers on Outsourcing basis to the O/o the Executive Engineer, Lower Godavari Division, Central Water Commission, H. No. 11-4-648, Krishna Godavari Bhavan, Hyderabad (TS) as per the terms and conditions enclosed.

S. No.	Name of Work	Total No. of Man-power required	Period of Contract	Approximate Value of the work (Rs.)	EMD (Rs.)	Cost of the Tender Document (Rs.)
1.	Providing Semi Skilled Workers on outsourcing basis for Watch & Ward services at 8 Nos. sites/offices under Lower Godavari Division, CWC, Hyderabad	16 Nos.	1 Year	18,58,000/-	37,200/-	500/- (By cash)

Terms and Conditions:-

Lower Godavari Division, CWC, Hyderabad is under the control of Krishna & Godavari Basin Organization It is having 3 Sub Divisions located at Bhadrachalam, Rajahmundry and Jagdalpur and 31 Nos. sites. These sites consists of OBEs, boats, rain gauge stations and other valuable equipments with installations. Therefore it is proposed to provide watch & ward services to these articles on " **Outsourcing basis for providing Semi Skilled Workers 16 Nos. for the period of 12 months (16/09/2014 to 15/09/2015)** at 8 Nos. of sites as mentioned in **Annexure VI**.

1. Details of Tender Document:-

- The Sealed Tenders should be submitted in two sealed covers. The first sealed cover should be super scribed as "Technical Bid" and should contain the proforma at Annexure I, III, IV, V furnishing the details of the Agency including past experience etc.
- The second sealed cover super scribed "Financial Bid" should contain only rates (Annexure II) which are to be quoted on monthly basis. Both the sealed covers should be placed in the main sealed envelope super scribed "Tender for Providing Semi Skilled Workers on Outsourcing basis for watch & ward services" due for opening on 10-09-2014 at 1630 Hrs. This sealed Tender should be addressed to the Executive Engineer, Lower Godavari Division, Central Water Commission, H. No. 11-4-648, Krishna Godavari Bhavan, Hyderabad (TS) – 500 004 and reach this office on or before 10-09-2014 by 1500 Hrs. The tenders received after the due date and time will be rejected.
- The Tenders received will be opened on the same day i.e. on 10-09-2014 at 1630 Hrs in

presence of Bidders or their representatives if present. Firstly, the technical bid will be opened and if found suitable, then second financial bid will be opened subsequently. The date of opening of financial bid will be announced later. Incomplete and conditional tenders shall not be accepted.

- d) Tender documents available for sale @ Rs. 500/- each by cash at O/o Executive Engineer, Lower Godavari Division, CWC, Hyderabad from 01/09/2014 to 08/09/2014.

2. Eligibility Criteria :

- a) The firm should have registered to provide Man power assistance/labour services with Concerned State Govt.
 - b) Should have registration for EPF, ESI and valid registration from Labour Commissioner.
 - c) The firm should have three years experience in the business of providing man power assistance/labour services.
 - d) The firm should enclose the following documentary proof /evidence to substantiate the eligibility criteria along with the Tender.
 - Attested Copy of Firm Registration/License
 - Attested Copy of Labour Registration/License
 - Attested Copy of EPF Registration.
 - Attested Copy of ESI Registration.
 - Attested Copy of Service Tax Registration.
 - Attested Copy of PAN.
 - List of Work orders awarded to the firm from the Year 2011-12 to till date from State /Central Govt. Departments.
 - Firms Blacklisted/involved in any labour cases so far, need not submit tenders or otherwise their EMD will be forfeited. An undertaking to this effect by the firm is to be submitted.
 - i) Tenders submitted without any of the above attested documents will be rejected.
3. EMD for Rs. 37200/- (Rupees Thirty Seven Thousands Two Hundred Only) in the form of Demand Draft drawn in favour of the Executive Engineer, Lower Godavari Division, CWC, Hyderabad payable at Hyderabad should be enclosed. The EMD will be released to the unsuccessful bidders after awarding work to the successful bidder. The EMD of the successful bidders shall be taken into account as security deposit.

If any Tenderers withdraws his tender before the expiry of the validity period, or before the issue of letter acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.

If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any.

4. One Bid per Bidder :

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

5. Contents of bidding documents:

The set of bidding document comprises the following documents:

- a) Notice Inviting Tender.
- b) Terms and conditions of the contract
- c) Letter of Acceptance

- c) Letter of Acceptance
- d) Issue of notice to proceed with works
- e) Contract/Agreement form
- f) Bank Guarantee form for performance security.

6 Amendment of Bidding Document:

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

7. Language of the Bid

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

8. Security Deposit/ Performance Guarantee

The successful bidder shall have to deposit an amount equal to 5% of the tendered and accepted value of the work as "Performance Guarantee" in favour of Executive Engineer, Lower Godavari Division, CWC, Hyderabad on receipt of Letter of Acceptance.

A sum of 5% of the gross amount of bill shall be deducted as Security Deposit from each running bill of the successful bidder till the sum along with the sum already deposited as Earned Money amounts to Security Deposit @5% of the tendered amount of the work. However, the Successful Bidder may deposit the amount of security at the rate mentioned in the form of cash or Government securities or FDRs etc., within Seven days from the date of receipt of Letter of Acceptance. The Security Deposit will be released on completion of the Contract period. The Performance Guarantee will be forfeited in case, termination of the contract by the Department due to lapses on the part of the Contractor/Successful Bidder.

9. The Right to reject any tender or all the tenders, without assigning any reason thereof rests with the Undersigned.

10. Bid Prices :

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.
- c) The rates quoted by the bidders shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) The rate quoted by the Agency shall be inclusive of monthly wages (Basic plus VDA), Employees Provident fund, ESI and all other benefits as per minimum wages act of the State of Andhra Pradesh.
- f) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works.

g) The rates shall be quoted in Indian Rupee only.

11. Bid Validity :

Bid shall remain valid for the period of 60 days from the date of bid opening. In exceptional circumstances prior to the expiry of the original bid validity, the Employer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.

12. Corrupt and fraudulent practices

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

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

- i. 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
- ii. 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.

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

13. Clarification of Bidding Documents

To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids

14. Examination of Bids and Determination of Responsiveness:

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

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

15. Award criteria

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

16. Notification of Award.

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

17. Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to Superintending Engineer, Godavari Circle, CWC, Hyderabad and his decision will be final and binding on the bidder.

18. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

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

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm.

20. Loss of equipment and recovery of cost:

The man power provided by the bidder should be able to handle the instruments/tools required for the data collection and the contractor will be responsible for the safety of the instruments while in use, excluding normal wear and tear. Any loss of the instrument/tools handled by the Semi Skilled Workers will be recovered from the Security Deposit/ running bills of the contractor.

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

Description of the work for each of the category of post with qualification and age is as under:

S.No.	Category of labour/Post	Qualification	Age	Description of the work
1.	Semi Skilled Workers.	8 th Standard Pass with physically fit.	21-40 Years	Watch and ward services for Telemetry stations, OBEs, boats, rain gauge, cable towers and other installations in the site.

Note: The above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per the instructions of the Executive Engineer/Sub Divisional Engineer.

22. Payment Terms:

No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer every Calendar month within 10 days after obtaining the Bill in duplicate from the Agency. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned Sub-Divisional Engineer, Pay receipts of the Workers, copy of the receipts made towards ESI, EPF, Service Tax etc. TDS and other taxes as applicable shall also be deducted from every Monthly Wage Bill.

23. Labour Laws to be complied:

The contractor shall comply with the provisions of the relevant Central and State labour laws.

24. Payment of wages

- i) The contractor shall make payments due, to the Employee on or before 7th of the succeeding month through on-line banking/by cash and the Contractor should produce the documentary proof showing the payments made to the Employee including *details of deposit made against ESI, EPF etc.*, In case the contractor fails to pay by 7th of the succeeding month to the employee, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the employee deployed by the contractor wishes to continue the work, necessary arrangements will be made by the Department to make payments to the employee as per the terms in contract agreement till such time the department wishes to continue the work.
- ii) Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

25. Removal of Contractor's Employee:

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

26. Termination of Contract:

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

27. Contract Period

The contract is for a period from **16-09-2014 to 15-09-2015**. However in the exigency of work, the contract can be extended for further periods on mutually acceptable terms. The No. of Workers may be increased or decreased as per the actual requirement of the Division.

28. Working hours

Chart showing the duty hours of workers from 08.00 AM to 08.00 AM next day will be displayed on notice board and workers have to attend the duty as per the duty chart. The working hours in a day is fixed as 12 hours with a normal break.

29. Other terms and conditions:

- 1) The Department will not be responsible for any injury/death sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. If any incident / accident occurred 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) The Agency and the Man Power provided by the Agency shall work under the control of the EXECUTIVE ENGINEER, LOWER GODAVARI DIVISION, CWC, HYDERABAD or their representatives.
- 3) The quantity ie. No. of Skilled workers may be decreased or increased at the time of work order
- 4) This is purely a temporary arrangement, which can be terminated at any time without assigning any reasons by serving **one-month** notice in advance.
- 5) During the period of contract, the quantity can be increased or decreased by serving a notice one week in advance.
- 6) The Superintending Engineer, Godavari Circle, CWC, Hyderabad may consider relaxation of any of the terms and conditions of the Contract, if required.
- 7) Interested Bidders can visit this Office during Office hours before quoting their rates.
- 8) The employees of CWC and their relatives are not eligible to participate in this Bid.

Executive Engineer
Lower Godavari Division

Copy for information to:-

1. The Superintending Engineer, Godavari Circle, CWC, Hyderabad with a request to arrange to publish the same in CPP portal.
2. Deputy Director, O/o CE, CWC, KGBO, Hyderabad for uploading the same on KGBO Web site.
3. The AAO, Accounts Branch, LGD, CWC, Hyderabad.
4. Sub Divisional Engineer, Bhadrachalam/Rajahmundry/Jagdalspur for information
5. Notice Board.

TECHNICAL BID
(To be enclosed in a separate sealed envelope)

1	Name of Tendering Company/Firm/Agency (Attach certificate of registration)	
2	Name of Director of company/Firm/Agency	
3	Full Address of Registered Office	
	Telephone Number	
	E Mail Address	
4	Full Address of Operating/Branch office	
5	Registration of Firm/company (Attach attested copies)	
6	Labour license (Attach attested copy)	
7	Banker of company/Firm/Agency with full address (attach certified copy of statement of Account for last six months)	
	Telephone No. of Banker	
8	PAN No. (Attach attested copy)	
9	Service Tax Registration No. (Attach attested copy)	
10	EPF Registration No. (Attach attested copy)	
11	ESI Registration No. (Attach attested copy)	
12	Financial turnover of the tendering Firm for last three years (Rupees in Lakhs)	2011-12 – 2012-13 – 2013-14 –
13	Experience in similar works in Central/State Governments or in others	

14. Details of EMD Rs..... Demand Draft No.

Date of issue

Name of issuing bank and branch

15. Additional information if any:

Signature of authorized person with seal

FINANCIAL BID
SCHEDULE OF WORK FOR SKILLED WORKER.

S.No	Description works	No. of persons required	Rate per person per month	Total Amount for 12 months for 16 Nos. (In Rs.)	
				In Figures	In Words
1	2	4	5	6	7
	Providing Semi Skilled Workers on outsourcing basis for watch & ward services at 8 Nos. sites/office under Lower Godavari Division, CWC, Hyderabad .	16 Nos.	---	---	---
a.	Basic wage including VDA per month as per minimum wages notified by the Regional Labour Commissioner (Central), Hyderabad Notification No. S.O. 1285 (E) dt. 20-05-2009 read with order no. 1/2 (3)/2014-LS-II dt. 04-03-2014 Category :- Semi Skilled Area of Coverage :- "C"				
b.	EPF @13.61% on Basic Wage including VDA				
c.	ESI @ 4.75 % on Basic Wage including VDA				
d.	Labour Cess 1% on Basic Wage including VDA				
e.	Any other charges				
1.					
2.					
3.					
f.	Total				

Note:

1. The rate quoted at column No.5 for item (a), shall not be less than the minimum wages notified by the regional labour commissioner (Central), Ministry of labour and Employment, Government of India, Hyderabad, vide Ir. No.47(1)/2014-C2, dt. 20-03-2014.
2. Quoting of rates in Column – 5, 6 and 7 for items (a) to (f) is mandatory.
3. The rates of EPF, ESI etc., should be substantiated with the copies of the orders issued by the concerned departments.
4. Any other charges should be quoted separately.

We agree to carry out the work "**Providing 16 Nos. Semi Skilled workers on outsourcing basis for 8 Nos. sites/office under LGD, CWC, Hyderabad** as per NIT for a contract price of Rs..... (Rupees.....) for a period from **01-09-2014 to 31-08-2015**, as per the terms and conditions of the contract.

Date:

Signature of Agency
Name of the Authorized Signatory

Certificate Regarding Near Relatives

I S/o

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

Signature of the Bidder with Name and Address

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

1. I,Son/Daughter/ Wife of
Shri Director/authorized signatory of the
agency/Firm mentioned above is competent to sign this declaration and execute this
tender document.
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them
3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we/, am/are well aware of the fact
that furnishing of any false information/ fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.
4. It is also certified that the Firm is neither blacklisted nor involved in any labour cases
so far.

Signature of Authorized person

Date:

Full Name:

Place:

Seal:

Certificate of Minimum wages to be submitted by the Tenderer

We M/s

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

Date

Signature of the Bidder with Seal

Addresses of the Sites/Sub Divisions for which the Man power is required

Sl No	Name of Site	No. of SWA's Required	Postal address of the Site
I	Lower Godavari Sub Division - I, Bhadrachalam		
1	Site Dummugudem	2	Site-in-charge, CWC, Site Dummugudem, Bhadrachalam Taluk, Khammam District. Telangana.
2	LGSD I Bhadrachalam	2	Assistant Engineer, LGSD I, CWC, Opp.Sub Collector Office, H.No.11-1-134, Bhadrachalam, Khammam District, Telangana - 507111
II	Indravati Sub Division, Jagdalpur		
1	Site 64 Nowrangpur	2	Site-in-charge, Site No. 64, CWC, Site Nowrangpur, Nowrangpur(po), Kuraput District, Odisha - 764059
2	Site 65A Murthahandi	2	Site-in-charge, Site No. 65 A, CWC, Site Murthahandi, Koraput District, Odhisha.
3	Site 68 Pathagudem	2	Site-in-charge, Site No. 68, CWC, Site Pathagudem, Timmedu (Po), Bastar District - 494446
4	Site 122 Tumnar	2	Site-in-charge, Site No. 122, CWC, Site Tumnar, Sukuma District, Chattisgarh
5	Site Kosagumda	2	Site-in-charge,CWC, Site Kosagumda, Via Kotapod, Odhisha - 764061
6	Site cherribeda	2	Site-in-charge, CWC, Site Cherribeda, Kondagaon Taluk Bastar District, Madhya Pradesh