

भारत सरकार
केन्द्रीय जल आयोग
निचली कृष्णा मंडल
हैदराबाद.4



Government of India
Central Water Commission
Lower Krishna Division
Hyderabad-4

413, Krishna Godavari Bhawan, H. No.11-4-648,
A.C. Guards, Hyderabad -500 004.

No.LKD/DB/Outsourcing/2011-12/2097-2104

Dated 18th June, 2011

NOTICE INVITING TENDER

Sealed Tenders are invited for & on behalf of President of India from the Manpower Service providing Agencies/Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration PAN card, upto date VAT clearance certificate having more than 2 years experience towards providing Manpower Services to Government/Semi Government offices on the terms and conditions mentioned below:

Sl. No.	Name of work	No.of Manpower required	Period of contract	Estimated cost
1	Providing Semi-skilled man power Services for collection of Hydro meteorological data at CWC Hydro-meteorological sites on Krishna & Tungabhadra river basins (List of sites enclosed at Annexure-VII).	35 Nos	4 months	10.98 lakh

TERMS AND CONDITIONS:

- The Tenders should submit in two sealed covers. The First sealed cover should be superscribed "Technical Bid" and should contain (i) The proforma at Annexure -I, dully filled in (ii) Agency profile including previous experience of Manpower supply to Government/Semi Government (iii) Acceptance of terms and conditions there under (iv) Demand Draft for EMD (v) All other required documents. The Second sealed envelope superscribed "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 superscribed "Tender for providing Manpower Services" due for opening on **29.06.2011** at **1500** hrs.. This sealed Tender should be addressed to the Executive Engineer, Lower Krishna Division, CWC, " K.G. Bhawan" H.No.11-4-648, Room No.413, A.C. Guards, Hyderabad -500 004 (A.P.) and reach this office on or before **29.06.2011** by **1400** hrs. The tenders received after the due date and time will be summarily rejected.
- The Tenders received will be opened on the same day at **1500** hrs in the presence of Bidders or their representatives if present. Firstly, the technical bid will be opened, if found suitable and then 2nd bid (Financial bid) will be opened. Incomplete and conditional tenders shall not be accepted.
- Tender papers available for sale @ Rs.500/- each (plus tax @ 12%) by cash at o/o Executive Engineer, LKD, CWC, Hyderabad w.e.f 21.06.2011. The tender document can also be obtained from the website of Central Water Commission, New Delhi (www.cwc.gov.nic.in) & website of Krishna & Godavari Basin Organization, CWC, Hyderabad (www.kgbo_cwc.ap.nic.in) . A fee of Rs.500.00 (plus Tax) towards the cost of the tender document may be enclosed in the form of demand draft) drawn on SBI, Red Hills, Hyderabad in favour of Executive Engineer, LKD, CWC, Hyderabad with the tender if the tender document downloaded from wed site.**
- Item rates must be inclusive of all statutory liabilities, taxes and other charges. Item wise rates shall be indicated on monthly basis. **The rates must be indicated in figures and in words.** Corrections & over writings shall be duly attested by the bidder. Failing which the tender(s) shall not be accepted.

5. The rate quoted by the Firm/agency shall be **inclusive of monthly wages, Employees Provident Fund, ESI/Insurance and all other benefits as per minimum wage Act**. If any tenderer is quoted the rate less than the minimum wage Act, he has to pay the rate as per the minimum wages Act only. The rates shall be quoted in Indian Rupee only.
6. EMD @ 2 % of the Estimated amount of the work shall be enclosed in the form of demand draft drawn in favour of the Executive Engineer, Lower Krishna Division, CWC, Hyderabad payable at Hyderabad. EMD of un-successful bidders will be returned back immediately after finalization of bids. The EMD of the successful bidders will be released on completion of the contract period/ extended period. Any penalty will be adjusted from EMD, if the same could not be adjusted in other monthly bills payable to the contractor.
7. **The bidders are required to submit the attested copies of valid Registration of Firms, Labour License, EPF Registration, ESI Registration, PAN Card and upto date VAT & Service Tax clearance/Income tax returns from the last two years along with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.**
8. Submission of more than one tender paper by a tenderer for a particular work will render the bid liable for rejection.
9. **Bid validity:** Bid shall remain valid for the period of 60 days from the date of bid opening. In exceptional circumstances prior of the original bid validity period, the Employer may request that the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.
10. **Security deposit/performance Guarantee :** The successful bidder shall furnish an amount equivalent to 10% of the value of contract as Security Deposit/Performance Guarantee in the form of DD/Bank Guarantee/NSC/FDRs from any scheduled bank in favour of Executive Engineer, LKD, CWC, Hyderabad payable at Hyderabad. The Work Order will be issued only on receipt of performance Guarantee. 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/agency.
11. The right to reject any quotation or all the quotations, without assigning any reason thereof, rests with the undersigned.
12. **Corrupt and fraudulent practices:** It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the employer; Defines for purpose of these provisions, the terms set forth below as follows:-
 - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the contract execution, and
 - (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.
 - (iii) 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 Executive Engineer, LKD, CWC, Hyderabad will be final and binding to 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.. If previous approval from the employer is not obtained action may be taken against the contractor as per relevant rules in force .
20. **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:

Sl.No.	Category of labour/ Post	Qualification & Age	Description of the work
1.	Semi-skilled Outsourcing personnel	8 th standard pass with swimming knowledge in rivers and physically fit. 21-45 of age	Helping in hydro-meteorological observation works which includes gauge and discharge observation, rainfall data and meteorological data, moving and positioning of boat, winch operations, all maintenance works, like, fixing of various equipment, installation, cleaning, painting, greasing, recording works, watch and ward of site office etc. as per requirement at various hydro-meteorological stations in Krishna & Tungabhadra river basin (As per the list enclosed).

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

21. **The facilities and input to be Provided by the employer:** The Semi -skilled Outsourcing personal should handle the instruments/tools required for the data collection and the contactor 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 highly skilled/ semi-skilled Outsourcing personnel will be recovered from the Security Deposit/ running bills of the contactor. The cost of such lost/damaged items will be

decided by EE, LKD, CWC, Hyderabad as per the practice followed in the department, and the decision of EE in fixing the cost of lost/damaged equipments is final and binding to the contractor. The work is assisting the Sub-Divisional Engineer concerned or his representative at site in collecting Hydro-meteorological data of the sites. The Semi -skilled Outsourcing personnel should follow the instruction given by Ex. Engineer or his representative at site.

22. **Training:** The bidder should follow the well established procedure followed by CWC in river gauging. To acquaint with the procedure followed by CWC in river gauging, demonstration regarding the work of the site will be arranged by CWC at the site to the staff deployed by the bidder, The deployed staff of the contractor need to have the capacity to understand the procedure and method of collection Hydro-meteorological data of the site. The employees appointed should follow the safety and security instructions and use safety devices while carrying out the duties and discharging the responsibilities.
23. **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 triplicate from the agency through concerned subdivision. Taxes as applicable will be deducted from every bill.
24. **Labour Laws to be Complied :** The contractor shall comply with the provisions of the relevant central and state labour laws.
25. **Display of notice regarding wages etc.:** The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving *the minimum* rates of wages fixed *under Minimum Wages Act*, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.
26. **Payment of wages**
The contractor shall make payments to the Outsourcing personnel before 10th of the succeeding month preferably in the presence of Executive Engineer or his representative. If the contractor is having any difficulty in making payment in the presence of Engineer in Charge or his representative, then the contractor should produce documentary proof showing that the payments due to the Outsourcing personnel, *including details of deposit made against ESI, EPF etc.* is paid before 10th of the succeeding month. In case the contractor fails to pay by 10th of the succeeding month to the Outsourcing personnel, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the Outsourcing personnel deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the Outsourcing personnel as per the contract agreement till such time the department wishes to continue the work.
27. 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.
28. **Removal of Contractor's Employee :** The Employer may require the contractor to dismiss or remove Outsourcing personnel employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the Outsourcing personal can be terminated by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a labour the contractor should provide substitute within 5 days.
29. **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.
30. **Contract Period :** The contract is for a period of 4 months from the date for which the order issued, however if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms.

31. **Working hours:** The hydro-meteorological data collection at site will start at 08.00 a.m. Chart showing the duty hours of labour from 08.00 a.m. to 08.00 a.m. will be displayed on notice board and Outsourcing personnel have to attend the duty as per the duty chart. The working hours in a day is fixed as 9 hours with a normal break and a day off per week.
32. **Other terms and conditions:**
- i) The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. If 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 act in force.
- ii)The Agency shall work under the control of the EXECUTIVE ENGINEER, LOWER KRISHNA DIVISION, CWC, HYDERBAD or his authorized representative.
- iii) Outsourcing personal shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the services provider to this office.
- iv)The Superintending Engineer, K&CC, Hyderabad may consider relaxation of any of the terms and conditions of the contract if required.
- v) Interested bidders can visit this office or our Sub-divisional offices located at Kurnool, Vijayawada & N.S. Dam to acquaint themselves with the functions of sites in Hydro-meteorological data collection on any of the week days (except 2nd Saturday & Sunday) during office hours before quoting their rates.
33. The successful bidder will enter into an agreement with this office for supply of suitable manpower as per requirement of this office on the terms and conditions on Non-Judicial Rs.100/- stamp paper. The above stamp paper will be arranged by bidder. The agreement will be valid for one year from the date of commencement of work. The service charges / rates quoted by the contractor shall be fixed for a period of one year. No request for any change, modification shall be entertained before expiry of the contract period.
34. The contractor shall not assign, transfer, pledge or sub contract of the work without the prior written consent of this office.
35. The employees of CWC and their relatives are not eligible to participate in this bid.

Sd/-18/6/11
(O.R.K. Reddy)
अधिषासी अभियंता
निचली कृष्णा मंडल

Copy forwarded for kind information to:

1. The Chief Engineer, KGBO, CWC, Hyderabad .
2. The S.M. Directorate, CWC, Room No.618, Sewa Bhawan, R.K.Puram, New Delhi-110066 along with a soft copy of the above tender for hosting in the CWC Web site.
3. The Superintending Engineer, K & C Circle, CWC, Hyderabad with reference to his office letter No.KCC/C/34019/Outsourcing/2011-DB/912 dated 10.06.2011
4. The Technical Manager, KGBO website, M&A Dte., CWC, Hyderabad along with a soft copy of the above tender for hosting in the KGBO website.
5. The AE, LKSD-I, II, MKSD-II & LTSD for wide circulation.
6. AB, LKD, CWC, Hyderabad.
7. The Jr. Engineer(HQ), LKD, Hyderabad.
8. Notice Board.

Sd/-18/6/11
(O.R.K. Reddy)
अधिषासी अभियंता
निचली कृष्णा मंडल

Name of Work: Outsourcing of 35 nos. Semi-skilled Manpower.

TECHNICAL BID

(To be enclosed in a separate sealed envelop)

1	Name of Tendering Company / Firm / Agency (Attach certificate of registration)	
2	Name of proprietor / Director of Company / Firm / Agency	
3	Full address of Reg. Office	
	Telephone No.	
	FAX No.	
	E-Mail Address	
4	Full address of Operating / Branch office	
5	Registration of Firm / Company (Attach attested copy)	
6	Labour licence ((Attach attested copy)	
7	Banker of company / Firm / Agency with full address (Attach certified copy of statement of A/c for last Three years)	
	Telephone No. of Banker	
8	PAN / GIR No. (Attach attested copy)	
9	Service Tax Registration No. (Attach attested copy)	
10	E.P.F. Registration No. (Attach attested copy)	
11	E.S.I. Registration No. (Attach attested copy)	

12. Financial turn over of the tendering company / Firm / Agency for the last 2 financial years.

(Attach separate sheet if space provided is in-sufficient)

Financial Year	Amount (Rs. lakh)	Remarks, if any
2009-10		
2010-11		

13. Give details of the major similar contracts handled previous and present by the tendering company / firm / agency on behalf of PSUs and Government Department during the last three years in the following format.

Attested copies of work orders may also be attached.

S.No.	Details of client along with address telephone and FAX No.	Amount Contract (Rs. Lacs)	Duration of contract	
			From	To
1				
2				

(Attach separate sheet if space provided is in-sufficient)

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

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID
(Unconditional acceptance of Terms and conditions of the tender)

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last **one year**.
4. Attested copy of PAN / GIR Card;
5. Attested copy of the **last two years** IT returns filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certificate of Work Experience of similar work during the past **Two year**.
10. Certified document in support of financial turnover of the agency.
11. Certified documents in support of entries in column 13 of Technical Bid Application;
12. Duly filled in Annexure-III,IV & V
13. Copy of the terms and conditions in Tender Document with each page duly signed and **stamped / sealed** by the authorized signatory of the agency in token of their acceptance.

Annexure: II

FINANCIAL BID

Name of the work: Outsourcing of 35 nos. of Semi-skilled Manpower

The contractor shall quote the monthly price for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately as

S.No.	Item	Condition	Total monthly Amount in Rs. (Figure)	Total monthly Amount in Rs. (words)
1	Monthly wages for 35 nos. of outsourcing personnel	Subject to the minimum wage as per the office of the Assistant Labour Commissioner, (Central) Hyderabad		
2	ESI	As applicable under relevant rules		
3	EPF	As applicable under relevant rules		
4	Service / Income Tax	As applicable under relevant rules		
5	Service charges / Contractor profit	To be quoted by tenderer		
6	Other mandatory charges if any	To be quoted by contractor		
6	Total cost per Month (in Rs.)			

All statutory payments are to be calculated only on basic. Tenderer shall submit documentary evidence in support of document.

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

Signature of the Tenderer
with full address & Contact.

CERTIFICATE REGARDING NEAR RELATIVES

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

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

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

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

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website and no addition/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. Datedfor Rs..... towards the cost of tender document along with technical bid".

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

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

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 my comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules with out any fail.

Date: _____

Signature of the tenderer with seal

Annexure -VII

Site wise requirement of Outsourcing Personnel			
Sl.No.	Name of Site	Qty. (in nos.)	State
I.	Under LKSD-II, CWC, Vijayawada		
1	Vijayawada	3	Andhra Pradesh
2	Paleru site	2	-do-
3	Wadenepalli	3	-do-
4	Polampalli	2	-do-
5	Keesara	1	-do-
6	Madhira	1	-do-
7	Sub-Divn., Vijayawada	2	-do-
	Total	14	
II.	Under LKSD-I, CWC, N.S. Dam		
8	Marella site	2	-do-
9	Dameracherla site	2	-do-
10	Halia site	1	-do-
11	Srisalam W/L Station	1	-do-
12	Sub-division , N.S. Dam	1	-do-
	Total	7	
III.	Under LTSD, CWC, Kurnool		
13	Gokak	1	Karnataka
14	Honnalli	2	-do-
15	Wadakbol	1	-do-
16	Oollenur	1	-do-
17	T. Ramapuram	2	-do-
18	Sub-division, Kurnool	1	Andhra Pradesh
	Total	8	
IV.	Under MKSD-II, CWC, Kurnool		
19	K. Agraharam	1	Andhra Pradesh
20	Malkhed	2	-do-
21	Jeewangi	1	-do-
	Total	4	
V.	Division Office, Hyderabad		
22.	Control Room	2	Andhra Pradesh
	Total requirement	35	

(Press release)

Government of India
Central Water Commission

TENDER NOTIFICATION

Sealed Tenders are invited by Executive Engineer, Lower Krishna Division, CWC, H. No.11-4-648, A.C. Guards, Hyderabad-500004 for & on behalf of President of India, from the reputed Firms/Agencies for providing Manpower Services as detailed below:

NIT No.LKD/DB/Outsourcing/2011-12/2097-2104 dated 18th June, 2011

Tele-Fax No. 040-23308647

Description of work	Estimated Cost	Cost of Tender documents (in Rs.)	EMD (in Rs.)	Dates for sale of tenders	Last date for submission of Tender	Date for opening of Tenders
Providing Semi-skilled man power Services for collection of Hydro meteorological data at CWC Hydro-meteorological sites on Krishna & Tungabhadra river basins.	10.98 lakh	500/- + Tax @ 12% (Payable by cash)	22000/- (Payable by DD in favour of EE, LKD, Hyderabad)	21 -28 June, 11	29.06.11 (Up to 1400 hrs)	29.06.11 (at 1500 hrs)

Qualifying Criteria: Tender documents will be issued to the bidders who meet the minimum qualifying requirements. For details Please visit CWC website www.cwc.gov.nic.in or www.kgbo_cwc.ap.nic.in. Tender Document available at O/o Executive Engineer, Lower Krishna Division, CWC, A.C. Guards, Hyderabad-500 004 (AP).

Sd/-
Executive Engineer

