

**Government of India
Central water Commission**



TENDER DOCUMENT FOR PROVIDING HIGHLY SKILLED PERSONNEL

**NIT No: LKD/DB/2014-15/1
Ref No: LKD/DB/Outsourcing /2014-15/**

Estimated Cost: Rs. 5, 17, 000/-

Period of Contract: 6 months

Date of opening: 04.06.2014 at 1500 hrs

**Lower Krishna Division
A.C. Guards, Hyderabad – 500 004
Phone: 040-23308650 Fax: 040- 23308647**

Details of the Tender Document

1.	Name of work	Providing Highly Skilled Personnel
2.	Period of contract	6 months from the date of work order issued or as directed by this office.
3.	Estimated Cost	Rs.5.17 lakhs (inclusive of all statutory liabilities)
4.	Cost of Tender Document	Rs.500.00 + 14.5% VAT
5.	EMD amount	Rs. 10,340.00 (Rupees Ten Thousand three hundred forty only) payable by Demand Draft from any Schedule Bank in favour of Executive Engineer, LKD, CWC, Hyderabad payable at SBI, Red Hills, Hyderabad.
6.	Date for sale of Tender	28 th May, 2014 to 3 rd June, 2014 at O/o Executive Engineer, Lower Krishna Division, CWC, "K.G. Bhavan", A.C. Guards, Hyderabad-500004 during office hours (1000 hrs to 1700 hrs).
7.	Last date for submission of Tender	04.06.2014 upto 1400 hrs.
8.	Date for opening Tender	04.06.2014 at 1500 hrs.
9.	Tender Document	Page No.2 to 13
10.	Annexure-I	Technical Bid
11.	Annexure -II	Financial Bid
12.	Annexure -III	Certificate regarding near relatives.
13.	Annexure -IV	Certificate for the documents down loaded from the website.
14.	Annexure -V	Declaration
15.	Annexure -VI	Certificate of Minimum wages

भारत सरकार
केन्द्रीय जल आयोग
निचली कृष्णा मंडल
कृष्णा एवं गोदावरी भवन
म.सं. 11-4-648, तीसरी मंजिल
ए. सी. गार्ड्स, हैदराबाद -500 004
Phone: 040-23308650



Government of India
Central Water Commission
Lower Krishna Division
KG Bhavan
H.No: 11-4-648, III floor
A.C. Guards, Hyderabad -4
Phone: 040-23308650

No.LKD/DB/Outsourcing /2014-15/2302-07 Dated: 28/5/14

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 (Central), 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 personnel required	Period of contract	Estimated cost
1	Providing Highly Skilled Personnel (Data entry operator) to entry data at Flood Forecasting control rooms of LKD, CWC, Hyderabad for Monsoon -2014.	6 Nos	6 months	5,17,000
			Total	5,17,000
			Say	5,17,000
(Rupees Six lakhs Ten thousand only)				

TERMS AND CONDITIONS:

1. The Tenders should be submitted in two sealed covers. The First sealed cover should be super scribed as "**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 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 Manpower Services" due for opening on **04.06.2014** at **1500** hrs.. This sealed Tender should be addressed to the Executive Engineer, Lower Krishna Division, CWC, " K.G. Bhavan" H.No.11-4-648, Room No.413, A.C. Guards, Hyderabad -500 004 (A.P.) and reach this office on or before **04.06.2014** by **1400** hrs. The tenders received after the due date and time will be summarily rejected.

2. The Tenders received will be opened on the same day i.e. on 04.06.2014 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 subsequently and next date of opening of financial bid will be announced later. Incomplete and conditional tenders shall not be accepted.
3. **Tender documents available for sale @ Rs.500 + VAT 14.5% each by cash at O/o Executive Engineer, LKD, CWC, Hyderabad w.e.f 28.05.2014. The tender document can also be obtained from websites of Krishna & Godavari Basin Organization, CWC, Hyderabad (www.kgbo_cwc.ap.nic.in) and Central Procurement Portal (http://eprocure.gov.in) A fee of Rs.500.00 +14.5% VAT 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 is downloaded from web site.**
4. 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. If any rate difference between figures & words, the rate in figures will be treated as correct.
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 quotes the rate less than the minimum wage Act, will not be accepted.
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 without interest. The EMD of the successful bidder will be released as per rules.
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 for 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 extended 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 / performance guarantee will be released on after

completion of three months of the contract period subject to fulfillment of all terms and conditions & payment (wages, EPF & ESI contributions etc.) of out sourcing personnel. 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 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.
 - (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 bidders for clarification of its bid and may ask for original documents as per requirement. 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 who's 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, the decision of the undersigned 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 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 personnel/ Post	Qualification	Description of the work
1.	Highly skilled personnel	Minimum qualification of any Degree with knowledge of MS-office	Entry data in Excel & eSWIS at Flood control rooms and assist the departmental staff in data entry.

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, LKD, CWC, Hyderabad or his representative.

21. **The facilities and input to be provided by the employer:** Any loss of the instrument/tools handled by the outsourcing personnel will be recovered from the Security Deposit/ running bills of the contractor. 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, LKD, CWC in fixing the cost of lost/damaged equipment is final and binding to the contractor. The Outsourcing personnel should follow the instruction given by EE, LKD, Hyderabad or his representative at site.
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 triplicate from the agency through concerned subdivision. Taxes as applicable will be deducted from every bill.
23. **Labour Laws to be complied:** The contractor shall comply with the provisions of the relevant central and state Labour laws.
24. **Payment:** The contractor shall make payments (minimum wage) to the Outsourcing personnel before 5th of the every month, then the contractor should produce the documentary proof showing the payments made to the Outsourcing personnel of this department separately i.e. **minimum wages including details of deposit made against ESI (Employee and Employer contribution), EPF (Employee and Employer contribution) etc..** In case the contractor fails to pay by 10th of the every month to the Outsourcing personnel, the necessary action will be taken as per rules. 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.

- The Contractor shall be responsible for payment of wages and allowances as per Govt. of India, Minimum Wages issued by Regional Labour Commissioner (Central), Vidyanagar, Hyderabad-07 vide Memorandum No.47 (02)/2014-C2, Dated: 24.03.2014, and variance in VDA will be applicable as and when the appropriate Government notifies it and all other statutory dues to the persons employed by him for providing the contractor.
25. 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.
 26. **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 out sourcing personnel the contractor should provide substitute within 5 days. The contractor shall ensure proper conduct of out sourcing personnel in office premises and avoidance of any in-disciplined act on their part and strictly enforce prohibition of consumption of alcohol drinks, pan and smoking.
 27. **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.
 28. **Contract Period:** The contract is for a period of 6 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.
 29. **Working hours:** Flood Forecasting control room will be worked 24x7 basis. Out sourcing personnel should work as per instructions of EE, LKD, CWC, Hyderabad.
 30. **Other terms and conditions:**
 - i) The Department will not be responsible for any injury sustained to the outsourcing personnel during the performance of their duties. If any incident happens 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, and 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, on any of the week days (except 2nd Saturday & Sunday) during office hours before quoting their rates.

31. Contractor may be asked to change / replace the workers after every six months.
32. The employees of CWC and their relatives are not eligible to participate in this bid.
33. The tender is liable to be ignored if complete information is not given there-in or if the particulars of date (if any) asked for in the schedule to the tender are not filled in.
34. 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 contact period 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.
35. The contractor shall not assign, transfer, pledge or sub contract of the work without the prior written consent of this office.
36. Any legal dispute will be subject to jurisdiction of Hyderabad Courts only and no other court shall have the jurisdiction.

(आरिफुल्ला बैग)
अधिशायसी अभियंता
निचली कृष्णा मंडल

Copy forwarded for kind information to:

1. The Superintending Engineer, K & C Circle, CWC, Hyderabad
2. The Technical Manager, KGBO website, KGBO, CWC, Hyderabad for necessary action.
3. The Assistant Executive Engineer, LTSD, CWC, Kurnool for wide circulation.
4. AB, LKD, CWC, Hyderabad.
5. The Junior Engineer (HQ), LKD, Hyderabad.
6. Notice Board.

(आरिफुल्ला बैग)
अधिशायसी अभियंता
निचली कृष्णा मंडल

Name of Work: Providing of 6 nos. Highly Skilled Personnel**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

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 license ((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 turnover of the tendering company/ Firm/ agency for last two years.	
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

Name of Work: Providing of 6 nos. Highly Skilled Personnel

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 (figures.)	Total monthly Amount in Rs. (Words)
1	Monthly wages for 6 nos. (4 nos. in Area Group-A, 2 nos. in Area Group – C) of highly skilled personnel	Subject to the minimum wage as per the office of the Assistant Labour Commissioner, (Central) Hyderabad memorandum : 47(1)/2014-C2 dated: 20.03.2014.		
2	ESI / Insurance	As applicable under relevant rules		
3	EPF	As applicable under relevant rules		
		Total wage		
5	Service charges / Contractor profit on total wage	To be quoted by tenderer		
		Total		
4	Service Tax	As applicable under relevant rules		
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 on basic & VDA. 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 EPF/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 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