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GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
UPPER GODAVARI DIVISION

Room No. 311, 3rd Floor,
Krishna – Godavari Bhawan,
H.No.11-4-648, A.C. Guards,
Hyderabad – 500 004

No. UGD/DB/Outsourcing/2012-13/671-76

Dated: 06 –06-2012

NOTICE INVITING TENDERS

Sealed Tenders are invited on behalf of President of India from the Registered Manpower Suppliers/firms for providing Motor Vehicle Driver on Outsourcing basis to the O/o the Executive Engineer, Upper Godavari Division, Central Water Commission, H. No. 11-4-648, Krishna – Godavari Bhawan, Hyderabad (AP) as per the terms and conditions enclosed.

Sl. No.	Name of Work	No. of Man-power required	Period of Contract	Estimated Cost (Rs.)	EMD (Rs.)	Cost of the Tender Document (Rs.)
1.	Providing Motor Vehicle Driver on outsourcing basis to the O/o the Superintending Engineer, Godavari Circle, CWC, Hyderabad	One	12 Months (01/07/2012 to 30/06/2013)	1,90,000/-	3800/-	500/-

The Sealed Tenders should be super scribed as **"Tender for Providing Motor vehicle Driver on Outsourcing basis"** and will be received in this Office on 26-06-2012 up to 1500 Hrs. and will be opened at 1530 Hrs on the same day in the presence of the tenderers or their authorized representatives.

The tender forms will be issued from 21/06/2012 to 23/06/2012 during Office hours to the applicants who meet the qualifying requirements on production of valid documents as prescribed in eligibility criteria. Other details & particulars of terms & conditions of tender can be enquired from O/o the Executive Engineer, Upper Godavari, Division, CWC, Hyderabad or visit KGBO web site www.kgbo-cwc.ap.nic.in

The Executive Engineer reserves the right to accept or reject any or all the tenders without assigning any reason.

(G.RAMBABU)

Executive Engineer
Upper Godavari Division

Copy for information to:-

1. The Superintending Engineer, Godavari Circle, CWC, Hyderabad along with a soft copy of the tender notice with a request to arrange to publish the same in CPP portal .
2. Smt.Rekha Rani, AD, M&A Directorate for updating the same in KGBO Web site.
3. The Sub divisional Engineer/UGSD, PSD, MSD/Aurangabad, Nanded, Nizamabad for information.
4. The AAO, Accounts Branch, UGD, CWC, Hyderabad.
5. Notice Board.

TERMS AND CONDITIONS

A. Definition of Terms used:-

1. The "Agency" shall mean the individual, firm, or Company and shall include the legal personal representative or such individual or the persons comprising such firm or Company and the permitted assignees of such individual or firm or company.
2. The "President" means the President of India and his successors.
3. The "Government" or "Government of India" shall mean the President of India.
4. The "Authority" means the Executive Engineer, Central Water Commission, Upper Godavari Division, Hyderabad.

2. Eligibility Criteria

- a) The firm should have registered to provide Man power assistance/labour services with Central or State Govt.
- b) Should have registration for EPF,ESI and valid registration from Labour Commissioner.
- c) The firm should have 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.
 - i) Attested Copy of Firm Registration/Licence
 - ii) Attested Copy of Labour Registration/Licence
 - iii) Attested Copy of EPF Registration along with User ID and Pass word for verification in the EPF web site
 - iv) Attested Copy of ESI Registration along with User ID and Pass word for verification in the ESI web site
 - iv) Attested Copy of Service Tax Registration along with User ID and Pass word for verification in the Central Excise web site
 - v) List of Work orders awarded to the firm during the Year 2010-11 to till date.
 - vi) Attested copies of Form-V (Monthly Returns submitted to EPFO) showing the details of employees provided during the year 2010-11 to till date.
 - vii) Attested copies of EPF, ESI, S. tax Challans paid during the year 2010-11 to till date.
 - viii) 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 and a certificate from the previous/ present principle employers also is to be enclosed along with the tender.
 - ix) Tenders submitted without of any of the above attested documents will be rejected.

C. Terms and Conditions:-

1. The "Agency" shall be responsible for any loss /damage/theft/accident of any type of Vehicle or any part thereof due to the irresponsible /negligent driving by the M.V. Driver, deployed by the "Agency" during their duty and the "Authority" has the right to recover full loss of such amount from the "Agency"
2. The 'Agency" shall be responsible for the protection of the Government vehicle. In the event of any accident, the Agency shall indemnify, the department from any liability arising out of dispute with third party or legal matters.
3. In case of any litigation due to the accident, the Agency shall handle at its own cost and in the event of the department happens to incur any expenditure towards litigation, the same shall be recovered from the agency.
4. The driver shall carryout daily routine checking and cleaning of the vehicle and carry out maintenance of minor nature as required for keeping the vehicle in running condition and he will not be paid extra for carrying out such jobs.

5. The period of contract will be for one year or date of appointment & posting of a regular M. V. Driver whichever is earlier. If required the contract may be renewed for one more year on same terms and conditions if the service is found satisfactory. However, the period contract to be reviewed every month on successful completion and economical running of the vehicle.
6. The "Authority shall not be responsible for death/injury sustained to the M.V. Driver during the performance of their duties and also for any damages or compensation due to any dispute between the "Agency" and the M.V. Driver. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the "Agency". The Agency" will be responsible for the payment of compensation, if any.
7. The "Authority" reserves the right to extend/reduce the period of contract without assigning any reason.
8. The "Agency" shall register themselves in the Labour enforcement departments and should deal with the labour department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) Act, 1970, contract labour (Regulation and Abolition) Central Rules 1971 and child labour (Prohibition and Regulation) Act, 1986. Nothing extra shall be paid on this account.
9. In case of any dispute, the decision of the "Authority" will be final and binding.
10. In case it is noticed by the "Authority" that the work carried out by the "Agency" is not up to the mark/required standard, 7 days written notice will be given to the "Agency" warning the inefficient state of work and asking the "Agency" 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 terminated by giving 24 hours notice.
11. The "Agency" shall arrange equipment like uniform, name badge, shoes etc required for the work at its own cost.
12. The "Agency" shall work under the control of the "Authority" or his authorized representative.
13. The "Agency" shall be responsible for the conduct, behaviour and for the fidelity of the M.V. Driver employed by it.
14. The department reserves the right to terminate the services of any deployed M.V. Driver without stating any reason at any time or ask for the replacement.
15. If the M.V. Driver is found in drunken state or found misbehaving while on duty or unfit for duty, such M.V. Driver shall be replaced immediately by the "Agency" at the absolute discretion of "Authority" or his representative.
16. In case of absence by the driver, the agency should arrange another driver without claiming any extra charges. If the agency fails to arrange another driver, an amount equal to twice the daily wages of the driver would be deducted from the bill.
17. **Payment of wages**
 - i) The contractor shall make payments due to the employee before 7th of the succeeding month through on-line banking and the Contractor should produce the documentary proof showing that the payments due 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 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.

18. For any breach of condition mentioned above, the "Authority" shall have absolute power to withhold such amount from the claim of the Agency, which he finds suitable to compensate damages/risk caused by negligence of its personnel.

19. M.V. Driver shall have to work at Hyderabad, and should be ready to perform the duty anywhere under the jurisdiction of Krishna Godavari Basin Organization in the states of Andhra Pradesh, Maharashtra, Karnataka, Goa and Chattisgarh.

20. The 'Agency' shall provide identity card to the M.V. Driver on duty.

21. If the services of the M.V. Driver required before/beyond the duty hours, he will be paid Over Time Allowance @ Rs.16.50 per hour as per G.I., Dept. of Per. & Trg. O.M. No. 15012/3/86-Estt. (Allowances) dated 19/03/1991. However, the O.T.A. payable in a month is limited to 100 Hours only. On Sundays/Holidays, O.T.A. admissible should not be for more than 8 Hours per day and for working days Over Time duty, for which O.T.A. will be admissible should not be more than 6 Hours a day. The driver shall be paid O.T.A. as mentioned and the claim shall be made by the contractor/Firm along with monthly salary bills.

22. The driver shall be paid food charges for journey on tour @ Rs. 125/- per day and hotel charges for the actual stay in hotel during the journey @ Rs. 375/- per day by the firm as per the existing rules applicable to Regular Govt. M.V. Driver and the claim shall be made by the contractor/Firm along with monthly salary bills.

23. The "Agency shall maintain a register of the attendance at office in order to have record of the M.V. Driver on duty.

24. Any other rules of CPWD codes and its amendment and the order of the CWC HQ's from New Delhi/Faridabad as applicable will be binding for this deal.

25. The "Agency" shall furnish a Police verification certificate for the deployed M.V. Driver on duty.

26. The department reserves the right to test and interview the M.V. Driver before accepting their services.

27. The M.V. Driver must have valid LMV as well as HMV license and shall have minimum 3 years of experience of driving the vehicle.

28. The persons deployed for M.V. Driver by the Agency should have attained the minimum age of 21 years.

29. The "Agency" shall pay the wages to its employees on or before 7th day of the succeeding month irrespective of fact whether it has received amount of consideration from the department or not.

30. The "Agency" shall be solely responsible for any compensation, penalty or any other expenses, which may be imposed, by the authority for failure in complying with any of the statutory requirement. The Agency indemnifies the Authority for any damage/penalty/cost or any obligation, which the Authority may sustain or incur on account of failure or alleged failure on the part of the contractor for such compliances.

32. In the normal course, the Authority can terminate the agreement by giving one month notice and the Agency can terminate the agreement by giving two months notice subject to the acceptance of the notice by the authority. This shall be without prejudice to its right to terminate this agreement forthwith without assigning any reason of termination.

D. General Terms and Conditions:-

1. The rates should be quoted for wages, EPF, ESI, service charge and service tax etc separately so that the employees of the firm should get the benefit as per labour rule. **Quotations quoting rates less than labour rates, EPF, ESI, service tax etc as fixed by the competent authority will be summarily rejected.**

2. Unless otherwise specified, no additional charges shall be paid over and above the quoted rates.

3. **Only sealed tenders shall be accepted and NO quotation sent by Fax or E-mail will be considered.**

4. **Duly signed tenders should be submitted on the proper letter Pads of the "Agency".** The quotation must be signed by the proprietor or by a person who is holding power of attorney authorizing him to do so, and that person may be called for signing agreement of acceptance.

5. Rates may be written clearly in figures as well as in words.

6. Rates offered by the "Agency" should be valid for a period of 2(Two) months from the date of opening the quotation.

7. 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. The Bill should be enclosed along with Attendance Sheet duly Countersigned by the concerned Engineer-in-charge. Stamped receipts for the payments made to the M.V. Driver and receipts made towards ESI, EPF etc., TDS and other taxes as applicable should be deducted from every Monthly Wage Bill.

8. The undersigned reserves the right to accept/reject all or any of the quotations without assigning any reason.

9. Canvassing in any form will be treated as disqualification.

10. **Local person, in and around of Hyderabad area may be deployed as M.V.Driver by the "Agency" so that they may be readily available for duty whenever required.**

11. Withdrawal of quotations will not be allowed after opening the quotations. Any "Agency" which indulges in withdrawal, shall be black listed.

12. The "Agency" shall have to deposit an amount of Rs 3800/- (Rupees three thousand eight hundred only) as earnest money Deposit by D.D drawn on any scheduled bank in favour of Executive Engineer, Upper Godavari Division, CWC payable at Hyderabad.

If any tenderer 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 50% of 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 notice.

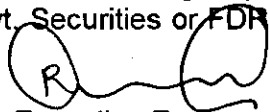
The earnest money of unsuccessful Bidders shall be returned after awarding the work to the successful Bidder.

The earnest money of the successful Bidder is liable to be forfeited in case the agency fails to carry out the work on award.

Tenders without proper EMD or EMD in other form shall be rejected.

13. The "Agency" shall have to deposit an amount equal to 5% of the tendered and accepted value of the work as a "Performance Guarantee" in favour of Executive Engineer, CWC, Upper Godavari Division, Hyderabad on receipt of letter of acceptance. The performance guarantee may be furnished either by DD/FDR drawn on any scheduled bank .

14. A sum of 5% of the gross amount of bill shall be deducted as "Security deposit" from each running bill of the "Agency" till the sum along with the sum already deposited as earnest money amounts to security deposit @ 5% of the tendered amount of the work. However, the "Agency" may deposit the amount of security at the rate mentioned in the form of Govt. Securities or FDR etc.


Executive Engineer
Upper Godavari Division
Central water Commission
Hyderabad

SCHEDULE OF WORK FOR MOTOR VEHICLE DRIVER

Sl.No	Description works	Basic wage + VDA	No. of persons required	Rate per person per month	Total Amount for 12 months (In Rs.)	
					In Figures	In Words
1	2	3	4	5	6	7
	Providing Motor Vehicle driver to Godavari Circle ,CWC, Hyderabad.	9180.50	1 (one)			
a.	Basic Wage per month	---	---			
b.	EPF @13.61% on Basic Wage	---	---			
c.	ESI @4.75 % on Basic Wage	---	---			
d.	Contractors profit/ service charges	---	---			
e.	Labour Cess @ 1 % on Basic wage	---	---			
	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(10/2012-C-2, dt. 11-04-2012.

2. Quoting of rates in Column - 5 for items (a) to (e) is mandatory.

3. The rates of EPF, ESI etc., should be substantiated with the copies of the orders issued by the concerned departments.

We agree to carry out the work "Providing Motor Vehicle Driver for Godavari Circle CWC, HYDERABAD as per NIT for a total contract price of Rs..... (Rupees.....) for a period from 01-07-2012 to 30-06-2013, as per the terms and conditions of the contract.

Date:

Signature of Agency
Name of the Authorized Signatory