

Phone : 040-23308651

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**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
UPPER GODAVARI DIVISION**

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

No. UGD/DB/Outsourcing/2011-12/

Dated: –05-2011

**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 Bhavan, 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 Executive Engineer, Upper Godavari Division, CWC, Hyderabad	One	12 Months (From 01/06/2011 to 31/05/2012)	1,37,000/-	2,750/-	500/-

The Tenders should be superscribed as “**Tender for Providing Motor Vehicle Driver on Outsourcing basis**” and should reach this Office latest by 1500 Hrs. on or before 21-05-2011 and will be opened on the same day at 1600 Hrs in the presence of the Bidders or their authorized representatives.

The tender documents will be issued to the Bidders who meet the minimum qualifying requirements from 16/05/2011 to 18/05/2011 during Office hours on payment of Rs. 500/- by cash and for other details they may visit O/o the Executive Engineer, Upper Godavari Division, CWC, Hyderabad or CWC KGBO web site [www.kgbo-cwc.ap.nic.in](http://www.kgbo-cwc.ap.nic.in)

(G. Ram babu)  
Executive Engineer  
Upper Godavari Division

Copy for information to:-

1. The Superintending Engineer, Godavari Circle, CWC, Hyderabad.
2. Smt. Rekha Rani, Assistant Director, M&A Directorate, CWC, Hyderabad. along with soft copy for uploading the same in KGBO Web site.
3. The Assistant Engineer (Communication), UGD, CWC, Hyderabad.
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.

### **B Eligibility criteria**

- a) The Agency 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 Agency should have at least 3 years experience in the business of providing man power assistance/labour services.
- d) The Agency should enclose documentary proof /evidence to substantiate the eligibility criteria given above along with the Tender.

### **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 carry out 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 7<sup>th</sup> 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.*, which is to be paid before 7<sup>th</sup> of the succeeding month. In case the contractor fails to pay by 7<sup>th</sup> 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 any where 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 (8 hours+half hours before and after the office timing), he will be bound to perform the duty without any extra remuneration. However he will be compensated by a compensatory leave for performing extra duty on local station on any other day as directed by the Authority.

**22. The driver shall be paid DA for out station duties as per the existing minimum scale of M.V.driver.**

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 7<sup>th</sup> 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.

31. Normally, 8 hours duty of M.V.driver is from 09.30 hrs to 18.00 hrs (with 1/2 hours lunch break) and they will be entitled for one day weekly off on Sunday and other closed holidays as declared by Government Of India. Besides this, reporting time of M.V.Driver would include half an hour before and after the office hours, in case of outstation journeys.

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, service charge, PF, 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 2,750/- (Rupees two thousand seven hundred and fifty only) as earnest money (Bid security) by D.D/FDR drawn on any scheduled bank in favour of Executive Engineer, Upper Godavari Division,CWC payable at Hyderabad.**

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 “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 PROVIDING MOTOR VEHICLE DRIVER**  
**[On the letterhead of the Firm]**

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
	<b>Providing Motor Vehicle Driver to the O/o the Executive Engineer, Upper Godavari Division, CWC, Hyderabad</b>		<b>1(One)</b>			
<b>a.</b>	Basic Wage per month as per minimum wages notified by the Regional Labour Commissioner (Central), Hyderabad vide letter No. 47(1)2011-C2 dated 06-04-2011 @ Rs. 301/- per day payable for 26 days only.	<b>7826.00</b>				
<b>b.</b>	EPF @13.65% of basic wage.					
<b>c.</b>	ESI @4.75% of the basic wage.					
<b>d.</b>	Contractors profit/ service charges.					
<b>e.</b>	Labour Cess @1% on Basic wage					
	<b>Sub Total</b>					
<b>f.</b>	Income tax @2% on Sub total					
<b>g.</b>	Education cess @ 3% on Income Tax					
	<b>Total</b>					

**Note:**

**1. The rate quoted at column No.5 for items (a), shall not be less than the minimum wage rate mentioned in column No.3.**

**2. Quoting of rates in Column - 5 for items (a) to (g) 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 Skilled Electrician" for maintenance of electrical installations in K G Bhavan, as per NIQ for a total contract price of Rs..... (Rupees.....) for a period from 01-06-2011 to 31-05-2012, as per the terms and conditions of the contract.

**Date:**

**Signature of Agency**  
**Name of the Authorized Signatory**

**LETTER OF ACCEPTANCE**

To:

---

(name and address of the contractor)

Dear Sirs,

This is to notify that your bid dated \_\_\_\_\_ for providing the man power for maintenance of electrical installations in K G Bhavan, Hyderabad, for the Contract Price of Rupees \_\_\_\_\_(amount in words and figures )is hereby accepted by the under signed .

You are hereby requested to furnish performance Security of Rs. ....  
.....  
with .....

Please acknowledge the receipt.

Yours faithfully,

Executive Engineer  
UGD,CWC, Hyderabad



**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

To

\_\_\_\_\_ (name and address of the contractors)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security of Rs-----and signing of the contract for providing man power for maintenance of electrical installations in K G Bhavan, Hyderabad, for a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to provide Skilled Electrician at the site specified and in accordance with the contract documents.

Yours faithfully

Executive Engineer  
UGD,CWC, Hyderabad

**CONTRACT/AGREEMENT FORM**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_ to \_\_\_\_\_ between the President of India acting through the Executive Engineer, Ministry of Water Resources, Central Water Commission, Upper Godavari Division, Hyderabad , (name and address of Employer) (hereinafter called "the Employer)" and

\_\_\_\_\_  
(name and address of contractor) (hereinafter called "the Contractor" of the other party).

WHEREAS the Employer is desirous that the Contractor executes.

\_\_\_\_\_  
(name and identification number of contract) (hereinafter called "the Works" ) and the Employer has accepted the Bid by the Contractor for providing 1(One) Skilled Electrician, at a contract price of Rs. ....per month for the period from 01-06-2011 to 31-05-2012.

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

- 1 . In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing 1(One) Skilled Electrician, in conformity in all aspects with the provisions of the contract.
- 2 . The Employer hereby covenants to pay the Contractor in consideration for providing 1(one) Skilled Electrician, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - a) Notice Inviting Quotation
  - b) Terms and condition of the contract
  - c) Letter of Acceptance
  - d) Issue of notice to proceed with works
  - e) Agreement form
  - f) Schedule of work
  - g)Bank Guarantee for Performance security form

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and year first before written.

Binding signature of Employer Signed by \_\_\_\_\_  
(for and on behalf of the President of India)

Binding signature of Contractor Signed by \_\_\_\_\_  
(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of  
(Witnesses)

(1)

( 2 )

**BANK GURANTEE FORM FOR PERFORMANCE SECURITY**

To \_\_\_\_\_(Name of Employer)

------(Address of Employer)

WHEREAS \_\_\_\_\_(name and address of Contractor)

(hereafter called "the Contractor") has under taken, in pursuance of contract.

\_\_\_\_\_ No.  
\_\_\_\_\_

date \_\_\_\_\_ to \_\_\_\_\_,execute  
\_\_\_\_\_ (Name of the Contract and brief description of works) (hereafter called "the contract")

AND WHERAS we have agreed to give the contractor such a Bank Guarantee; NOW THREEFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, upto a total of \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_(in words) such sum being payable in the types and proportions of currencies in which the contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

we hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

we further agree that no change or addition to or other modification or terms of the contract or of the works to be performed there under or of and of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_

Signature and seal of the Guarantor.....

Name of the Bank .....

Address.....

Date .....

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H.No.11-4-648, A.C. Guards,  
Hyderabad – 500 004

No. UGD/DB/Outsourcing/2011-12/

Dated: –05-2011

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Sl. No.	Name of Work	No. of Man-power required	Period of Contract	Estimated Cost (Rs.)	EMD (Rs.)	Cost of the Tender Document (Rs.)
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(G. Ram babu)  
Executive Engineer  
Upper Godavari Division

*For Official use only*

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
UPPER GODAVARI DIVISION  
A.C. GUARDS, HYDERABAD – 500 004**



**TENDER DOCUMENT FOR PROVIDING MOTOR VEHICLE DRIVER  
ON OUTSOURCING BASIS**

**NO. UGD/DB/Outsourcing/2011-12/ 831-35 Dated 07-05-2011**

**ESTIMATED COST : Rs. 1,37,000/-**

**Date of Opening : 1600 Hrs. on 21-05-2011**

**Hyderabad  
07<sup>th</sup> May, 2011**

*For Official use only*

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
UPPER GODAVARI DIVISION  
A.C. GUARDS, HYDERABAD – 500 004**



**TENDER DOCUMENT FOR PROVIDING SKILLED ELECTRICIAN  
ON OUTSOURCING BASIS**

**NO. UGD/DB/Outsourcing/2011-12/ 836-40 Dated 07-05-2011**

**ESTIMATED COST : Rs. 1,37,000/-**

**Date of Opening : 1600 Hrs. on 21-05-2011**

**Hyderabad  
07<sup>th</sup> May, 2011**