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

Beside Hedgewar Hospital  
Trimurthy Chowk,  
Jawahar Colony,  
**Aurangabad**

No. UGSD/JE(HQS)/Outsourcing/2011-12/340-345

Dated: 22-07-2011

**SHORT TENDER NOTICE**

Sealed Tenders are invited on behalf of President of India from the Registered Manpower Suppliers/firms for providing Semi Skilled Workers on Outsourcing basis to the O/o the Sub-Divisional Engineer, Upper Godavari Sub-Division, Central Water Commission, Aurangabad, Maharashtra, 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 tender document (Rs.)
1.	<b>Providing Semi Skilled Workers on Outsourcing basis for collection of Hydrological data at CWC Hydro-meteorological sites on River Godavari under the jurisdiction of Upper Godavari Sub Division, Aurangabad.</b>	<b>9 Nos.</b>	<b>2 Months from 01/08/2011 to 30/09/2011</b>	<b>1,40,000/-</b>	<b>2,800/-</b>	<b>500/- By cash</b>

The Tenders should be superscribed as “**Tender for Providing 9 Nos. Semi Skilled Workers on Outsourcing basis for Upper Godavari Sub Division, Aurangabad**” and should reach this Office latest by 1500 Hrs. on or before 29-07-2011 and will be opened on the same day at 1530 Hrs in the presence of the Bidders or their authorized representatives, who are present at that time.

The tender schedules will be issued to the Bidders who meet the minimum qualifying requirements on production of copies of documents from 25-07-2011 to 27-07-2011 during Office hours on payment of Rs.500/- by cash and for other details they may visit O/o the Sub-Divisional Engineer, Upper Godavari Sub-Division, CWC, Aurangabad or CWC Web Sites [www.cwc.nic.in](http://www.cwc.nic.in) or [www.kgbo-cwc.ap.nic.in](http://www.kgbo-cwc.ap.nic.in)

(K.W.Sala Kumar)  
Sub-Divisional Engineer  
Upper Godavari Sub-Division  
CWC, Aurangabad

Copy for information to:-

1. The Executive Engineer, Upper Godavari Division, CWC, Hyderabad.
2. Director, SMD Directorate, CWC, Sewa Bhavan, R.K. Puram, New Delhi . along with soft copy for uploading the same in CWC Web site.
3. Smt. Rekha Rani, Assistant Director, M&A Directorate, CWC, Hyderabad along with soft copy for uploading the same in KGBO web site.
4. The Sub-Divisional engineer, PSD/ MSD, Nanded / Nizamabad,
5. Notice Board.

## TERMS AND CONDITIONS OF THE CONTRACT

### 1. Introduction

Upper Godavari Sub-Division, CWC, Aurangabad under the control of Upper Godavari Division, Central Water Commission, Hyderabad is engaged in collection of Hydrological and Meteorological data and in flood forecasting activities in Upper Godavari Basin. The Sub-Division is maintaining 2 G & D sites and 7 Wireless Stations in the State of Maharashtra. In order to collect the hydrological data and maintaining the sites, it is proposed to provide **9 Nos.** Semi Skilled Workers on outsourcing basis for the following sites.

SI No	Site	Man Power Required	Postal address of the Site
<b>I</b>	<b>Upper Godavari Sub Division, Aurangabad</b>		
1	Dhalegaon	2	Site Incharge, Site No.41, CWC, Dhalegaon, PO: Rampuri Khurd, Tq. Pathri, Dist.:Parbhani, Maharashtra.
2	Kopergaon	1	Site Incharge, Kopergaon Wireless Station, CWC, Yeola Road, Kopergaon, Dist.: Ahmednagar, Maharashtra.
3	Nasik	2	Site Incharge, Nasik Wireless Station, CWC, C/o Nasik Irrigation Division, Triambak Road, Nasik, Maharashtra.
4	Palkhed Dam	1	Site Incharge, Palkhed Dam Wireless Station, CWC, Po.: Palkhed, Tq.:Dindori, Dist.: Nasik, Maharashtra.
5	Paithon	2	Site Incharge, Jaikwadi Dam Wireless Station, CWC, Nath Nagar, (North), Tq.: Paithon,Dist.: Aurangabad, Maharashtra.
6.	UGSD, Aurangabad HQs.	1	O/o Sub Divisional Engineer, Central Water Commission, Jawahar Nagar, Beside Hedgewar Hospital, Aurangabad, Maharashtra.

The bidder can visit any of the above Sites/Wireless Stations under intimation to the concerned Sub Divisional Engineer, to get well acquainted with the functions of Site/Wireless Station..

### 2. Eligibility criteria :

This invitation to bid is open to any bidder meeting the following requirements :

- The firm should have registered to provide Man power assistance/labour services with Central or State Govt.
- Should have registration for EPF,ESI and registration from Labour Commissioner.
- The firm should have experience in the business of providing man power assistance/labour services.
- The firm should enclose documentary proof /evidence to substantiate the eligibility criteria given above along with the tender.

- EMD for Rs. 2,800/- (Rupees Two thousand eight hundred only)** in the form of Demand Draft drawn in favour of Executive Engineer, Upper Godavari Division, CWC, Hyderabad payable at Hyderabad should be enclosed. The EMD will be released on completion of the contract period/renewal/extended period. However, the EMD of the unsuccessful bidders shall be returned after awarding work to the successful bidder.

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.

**4. One Bid per Bidder :**

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

**5. Contents of bidding documents:**

The set of bidding document comprises the following documents:

- a) Notice Inviting Tender.
- b) Terms and conditions of the contract
- c) Letter of Acceptance
- d) Issue of notice to proceed with works
- e) Contract/Agreement form
- f) Bank Guarantee form for performance security.

**6 Amendment of Bidding Document:**

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

**7. Language of the Bid**

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

**8. Security Deposit/ Performance Guarantee**

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

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

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

**10. Bid Prices :**

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

**11. Bid Validity :**

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

**12. Corrupt and fraudulent practices**

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

- (a) Defines for purpose of these provisions, the terms set forth below as follows :
  - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of 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.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

**13. Clarification of Bidding Documents**

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

**14. Examination of Bids and Determination of Responsiveness:**

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

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

**15. Award criteria**

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

**16. Notification of Award.**

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

**17. Dispute Resolution Mechanism :**

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

**18. Signing of Contract :**

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

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

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

S.No.	Category of labour/Post	Qualification	Age	Description of the work
1.	Semi Skilled Workers.	8 <sup>th</sup> Standard Pass with swimming in rivers and physically fit.	21-40 Years	Helping in hydro-meteorological observation works which includes gauge and discharge observations, collection of rainfall data and other meteorological data, moving and positioning of boat, winch operations, all maintenance works like fixing of Gauge Posts, cleaning, painting, greasing, recording works, watch and ward of site office etc. as per requirement at gauge stations.

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

**21. Loss of equipment and recovery of cost:**

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

**22. General Awareness on Site works:**

The bidder should follow the well established procedures laid down by CWC in river gauging. To acquaint with the procedure laid down 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 staff provided by the bidder need to have the capacity to understand the procedures and method of collection Hydro-meteorological data at the site.

The persons provided by the bidder should follow the safety and security instructions and use safety devices while carrying out the duties and discharging their 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. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned Sub-Divisional Engineer, stamped receipts regarding the payments made to the Semi Skilled Workers, receipts made towards ESI, EPF etc., TDS and other taxes as applicable shall also be deducted from every Monthly Wage 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.**

Before commencement of work, the contractor shall 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**

- 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 the payments made to the Employee including *details of deposit made against ESI, EPF etc.*, 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.

**27. Removal of Contractor's Employee :**

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

**28. Termination of Contract :**

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

**29. Contract Period**

The contract is for a period from **01-08-2011 to 30-09-2011**. However in the exigency of work, the contract can be extended for further periods on mutually acceptable terms.

**30. Working hours**

The hydro-meteorological data collection at site will start at 08.00 AM Chart showing the duty hours of workers from 08.00 AM to 08.00 AM next day will be displayed on notice board and workers have to attend the duty as per the duty chart. The working hours in a day is fixed as 9 hours with a normal break and a day off per week.

**31. Other terms and conditions:**

- 1) The contractor has to bear complete responsibility towards safety and security of the Semi-skilled workers engaged at the various sites. The contractor has to provide ESI facilities to the workers where there is a coverage for ESI. In case where there is no ESI coverage the contractor has to provide personal accidental insurance policy to all the workers from any agencies and the insurance policy should be covered from the date of joining of the duty.
- 2) The Agency and the Man Power provided by the Agency shall work under the control of the Sub Divisional Engineer, Upper Godavari Sub-division, Central Water Commission, Aurangabad. or their representatives.
- 3) This is purely a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
- 4) The Executive Engineer, Upper Godavari Division, CWC, Hyderabad may consider relaxation of any of the terms and conditions of the Contract, if required.

**32.** Interested Bidders can visit this Office during Office hours before quoting their rates.

**33.** The employees of CWC and their relatives are not eligible to participate in this Bid.

(K.W.Sala Kumar)  
Sub-Divisional Engineer  
Upper Godavari Sub-Division  
CWC, Aurangabad

**SCHEDULE OF WORK FOR SEMI SKILLED WORKERS**

Sl.No	Description works	Rate as per minimum wages act	No. of persons required	Rate per person per month	Total Amount (In Rs.)	
					In Figures	In Words
1	2	3	4	5	6	7
	Providing Semi Skilled Workers for collection of Hydro meteorological data for Upper Godavari Sub Division, Aurangabad		<b>9 Nos.</b>			
<b>a)</b>	Basic wage + living allowance as per minimum wages of Maharashtra State Government @ Rs. 224.77 per day payable for 26 days.	<b>5,844.02</b>				
<b>b)</b>	Employees Provident Fund @ 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>Grand Total</b>					
	<b>Say</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, Service Tax etc should be substantiated with the copies of the orders issued by the concerned departments.

We agree to carry out the work **“Providing 9 Nos. Semi Skilled Workers for G&D Sites/Wireless Stations** at various places as per NIT for a total contract price of Rs..... (amount in figures) (Rupees ..... ) (amount in words) for a period from **01-08--2011 to 30-09-2011**, as per the terms and conditions of the contract.

**Date**

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



## LETTER OF ACCEPTANCE

To:

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(name and address of the contractor)

Dear Sirs,

This is to notify that your bid dated \_\_\_\_\_ for providing the Semi Skilled Workers at various sites under Upper Godavari Sub - Division, CWC, Aurangabad, 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.

Sub-Divisional Engineer  
Upper Godavari Sub-Division  
CWC, Aurangabad  
For and on behalf of President,  
Government of India

## 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 9 Nos. Semi Skilled Workers at various sites under Upper Godavari Sub Division, Aurangabad for a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to provide **9 Nos. Semi Skilled Workers under Upper Godavari Sub Division, CWC, Aurangabad** at the sites specified and in accordance with the contract documents.

Sub-Divisional Engineer  
Upper Godavari Sub-Division  
CWC, Aurangabad  
For and on behalf of President,  
Government of India

**CONTRACT/AGREEMENT FORM**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_ to \_\_\_\_\_ between the President of India acting through the Sub-Divisional Engineer, Ministry of Water Resources, Central Water Commission, Upper Godavari Sub-Division, Auranagabad, (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 \_\_\_\_\_, at a contract price of Rs. .... for the period from **01-08-2011 to 30-09-2011**.

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 **9 Nos. Semi Skilled Workers at various sites under Upper Godavari Sub Division, CWC, Aurangabad,** in conformity in all aspects with the provisions of the contract.
- 2 . The Employer hereby covenants to pay the Contractor in consideration for providing **9 Nos. Semi Skilled Workers at various sites under Upper Godavari Sub Division, CWC, Aurangabad,** 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 Tenders
  - 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)

**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 .....