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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/2012-13/ 677-82

Dated: 19-06-2012

**NOTICE INVITING TENDERS**

Sealed Tenders are invited on behalf of President of India from the Registered Manpower Suppliers/firms for providing Electrician 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(to be paid by cash) (Rs.)
1.	Providing Electrician for monsoon-2012 on Outsourcing basis for maintenance of electrical installations in K.G. Bhavan, CWC, H.No. 11-4-648, A.C. Guards, Hyderabad.	One	4 Months (From 01/07/2012 to 31/10/2012)	58000/-	1200/-	150/-

The Sealed Tenders should be super scribed as **"Tender for Providing Electrician for monsoon-2012 on Outsourcing basis"** and will be received in this Office on 26-06-2012 upto 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](http://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

### 1. Introduction

Krishna Godavari Bhavan, located at H. No:11-4-648, A.C. Guards, Lakdika Pool, Hyderabad is the Head quarters of Krishna Godavari Basin Organisation. The building is a four storied structure with various electrical installations. The details of electrical installations are given below:

- a) One electrical sub station with 2 Nos of 250 KVA transformers
- b) 2 Nos D G Sets(1 No – 125 KVA and 1 No – 40 KVA) with AMF Panel
- c) 5 Nos. of 5 HP capacity submergible pumps
- d) 2 Nos of passenger lifts
- e) 34 Split air conditioners and
- f) Internal & External electrical installations – Various electrical installations like light/fan points, 5/15 AMP points, Computer Outlets, MCBs etc totaling up to 1200 points.

The bidder can visit the Krishna Godavari Bhavan complex under intimation to the Executive Engineer, U G Division, to have an on site information about the installations.

### 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
  - v) Attested Copy of Service Tax Registration along with User ID and Pass word for verification in the Central Excise web site
  - vi) List of Work orders awarded to the firm during the Year 2010-11 to till date.
  - vii) Attested copies of Form-V (Monthly Returns submitted to EPFO) showing the details of employees provided during the year 2010-11 to till date.
  - viii) Attested copies of EPF, ESI, S. tax Challans paid during the year 2010-11 to till date.
  - ix) 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.

3. Sealed Tender addressed to the Executive Engineer, Upper Godavari Division, CWC, Room No. 316,Krishna Godavari Bhavan, H. No. 11-4-648, A.C. Guards, Hyderabad-500 004 (A.P.) should reach this Office on or before **26-06-2012 by 1500 hrs** and must be accompanied by the EMD as indicated in the form of Demand Draft in favour of Executive Engineer, Upper Godavari Division, CWC, Hyderabad from any Scheduled Bank payable at Hyderabad. The Tenders received will be opened on the same date at 1600 hrs in the presence of Bidders or their representatives if present. The tenders received after the due date and time shall not be entertained.

- 4 The cover containing the Tender should be super scribed as “**Tender for Providing Electrician on Outsourcing basis for Monsoon-2012**”, due for opening on 26.06.2012 at 1530 hrs.
- 5 **EMD** for Rs. 1200/- (Rupees twelve Hundred only) in the form of Demand Draft drawn in favour of the 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.

6. **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.
7. **Contents of bidding documents:**  
The set of bidding document comprises the following documents:
  - a) Notice Inviting Tender.
  - b) Terms and condition of the contract
  - c) Letter of Acceptance
  - d) Issue of notice to proceed with works
  - e) Contract/Agreement form
  - h) Schedule of work.
  - i) Bank Guarantee form for performance security.
8. **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.
9. **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

**10. 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.

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

**12. 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 Bidder 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 rates quoted by the Bidder 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 Government of India or Government of Andhra Pradesh whichever is applicable.
- f) The rates quoted by the Bidder shall not be less than the minimum wages mentioned in the schedule of works.
- g) The rates shall be quoted in Indian Rupee only.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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 states that the Principal employer will pay the Contractor in consideration of the execution of the works by the Contractor.

**19. Dispute Resolution Mechanism**

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

**20. 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.

**21. 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 .

**22. The Details of work to be performed by the bidder**

Description of the work for the category of post with qualification and age is as under:

Sl.No.	Category of labour/Post	Qualification	Age	Description of the work
1.	Electrician for Monsoon	ITI or equivalent	21-45 Years	Maintenance of all internal and external installations mentioned under Para-1 (a) to (f). However the services of the electrician is especially for the night times to provide uninterrupted power supply to the flood forecasting staff / wires operators who are working in night shift.

**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 Executive Engineer/Sub Divisional Engineer/Junior Engineer. Age shall be relaxed in case of deserving candidate.

**23. Safety of Investments:**

The Skilled Electrician provided by the bidder should able to handle the instruments/tools while attending to the work and the contractor will be responsible for the safety of the instruments while in use, excluding normal wear and tear.

**24. General Awareness on electrical installations:**

General awareness on the electrical installations of Krishna Godavari Bhavan will be appraised by the Departmental electrician. The person provided by the bidder should follow the safety and security instructions and use safety devices while carrying out the duties and discharging their responsibilities. The bidder should provide all safety devices like gloves, shoes etc and uniform to the candidate.

**25. 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 Officer, stamped receipts for the payments made to the Electrician, receipts made towards ESI, EPF etc., TDS and other taxes as applicable shall be deducted from every Monthly Wage Bill.

**26. Labour Laws to be Complied :**

The contractor shall comply with the provisions of the relevant Central and State labour laws.

**27. 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.

**28. 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.* 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.

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

The Employer may require the contractor to dismiss or remove 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 worker 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 worker the contractor should provide a substitute within 5 days.

**30. 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 from 01-07-2012 to 31-10-2012. However in the exigency of Govt. works, the contract can be extended for further periods on mutually acceptable terms.

**31. Working hours**

The working hours in a day is fixed as 9 hours (from 0900 hrs to 1800 hrs) with a normal break and a day off per week. In case the Electrician has to perform more hours of work then compensatory holiday will be given for the consolidated 8 hours of extra duty performed.

**32. Other terms and Conditions**

- a) 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 occurred 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 rules in force.
- b) The Agency and the man power provided by the agency shall work under the control of the EXECUTIVE ENGINEER, UPPER GODAVARI DIVISION, CWC, HYDERABAD.
- c) 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.
- d) The Superintending Engineer, Godavari Circle, CWC, Hyderabad may consider relaxation of any of the terms and conditions of the Contract if required.

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

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

(G. Ram babu)  
Executive Engineer  
Upper Godavari Division



**SCHEDULE OF WORK FOR ELECTRICIAN**

SI.No	Description works	Basic wage + VDA	No. of persons required	Rate per person per month	Total Amount for 4 months (In Rs.)	
					In Figures	In Words
1	2	3	4	5	6	7
	<b>Providing electrician for maintenance of electrical installations during monsoon-2012 at K G Bhavan.</b>	9973.50	1(One)			
<b>a.</b>	Basic Wage per month	---	---			
<b>b.</b>	EPF @13.61% on Basic Wage	---	---			
<b>c.</b>	ESI @4.75 % on Basic Wage	---	---			
<b>d.</b>	Contractors profit/ service charges	---	---			
<b>e.</b>	Labour Cess @ 1 % on Basic wage	---	---			
	<b>Total</b>					

**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 Electrician for maintenance of electrical installations during Monsoon-2012 at K G Bhavan " as per NIT for a total contract price of Rs.....

(Rupees.....) for a period from 01-07-2012 to 31-10-2012, as per the terms and conditions of the contract.

**Date:**

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

