

GOVERNMENT OF INDIA CENTRAL WATER COMMISSION



**TENDER DOCUMENT FOR
PROVIDING OUTSOURCING OF 85 NOS. SEMI SKILLED PERSONNEL FOR
CARRYING OUT HYDROLOGICAL OBSERVATIONS AT VARIOUS LOCATIONS**

TCIL- TENDER SEARCH CODE (TSC) CWC-2017-TN000217

**EXECUTIVE ENGINEER
LOWER KRISHNA DIVISION
CENTRAL WATER COMMISSION
HYDERABAD**

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**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

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Brief of Tender

Cost of Tender Document	Free of cost to be Downloaded
Start date for sale of tenders	From 19:00 hrs on 21.07.2017
Last date for download of tenders	Up to 15:00 Hrs of 28.07.2017
Seek clarification period	From 21.07.2017 (17:00 hrs.) to 28.07.2017 (15:00 hrs.)
Last date, time and place of online submission of tender	28.07.2017, 1500 Hrs. online
Mode of Submission of Tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
Earnest Money Deposit to be submitted with the tender	Rs 1.78 Lakh
Date, time and place of opening of tender	28.07.2017 1530 in the office EE UKD 2nd Floor, N.W.A. Complex, Pune - 411 024

**Executive Engineer
Lower Krishna Division
CWC, Hyderabad**

EMAIL-lkd_cwc_hyd@yahoo.co.in

Important Information

The Tender is being called and opened at Pune EE UKD Pune , For EE LKD Hyderabad.

List of documents to be sent by post to

EE UKD 2nd Floor, N.W.A. Complex, Pune - 411 024

1. DD s of EMD by post to be received before 21/07/2017 15.00 Hrs.
2. Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for the technical & financial bids. 1st small Envelope shall clearly marked "pass-phrase for Technical bid" and 2nd small Envelope shall clearly marked as "pass-phrase for Financial bid". Bigger envelope shall be marked as "pass –phrases for tender of providing manpower. to be received before 21/07/2017 15.00 Hrs.

TCIL- TENDER SEARCH CODE (TSC) CWC-2017-TN000217

दूरभाष : 040-2980 8650

फैक्स: 040-29808647



भारत सरकार / Government of India
केन्द्रीय जल आयोग/ Central Water Commission
निचली कृष्णा मंडल/ Lower Krishna Division



कृष्णा –गोदावरी भवन ,/Krishna Godavari Bhavan
म.सं. 11-4-648, तीसरी मंजिल, / 11-4-648, III Floor
ए सी गार्ड्स, हैदराबाद-4/A.C. Guards, Hyderabad-4

No: LKD/DB/Outsourcing/2017-18/

Dated 21.07.2017

NOTICE INVITING TENDER

The Executive Engineer, Lower Krishna Division, Central Water Commission, Hyderabad on behalf of the President of India invites bid by e- tendering from the authorized/ registered service provider for the following Works: valid Registration Certificate of EPF, ESI, Regional Labour Commissioner experience certificate of at least two years towards providing Man Power Services to Government/Semi Government offices on the terms and conditions mentioned below:

1.0 The details of work to be performed by the bidder:

Sl no	Name of work	No. of personnel required	Period of contract	Estimated Amount
1	Providing of Semi-Skilled personnel to assist the departmental staff for collection of Hydro-metrological data at CWC Hydro-metrological sites on Krishna & Tungabhadra river basins in Monsoon-2017 (List of sites enclosed at Annexure-VIII).	85 nos. Area-A - 2 nos. Area-B - 2 nos. <u>Area-C - 81 nos</u> Total – 85 nos.	85 nos. for 5 months & 18 nos. for 7 months – Area - C	Rs.88.92 lakh (inclusive of all liabilities and taxes as applicable)

Inclusive of all liabilities and taxes as applicable. ** The Period of Contract may be Increased or decreased by the undersigned.*** The No of personnel required may be Increased or decreased by the undersigned

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 Executive Engineer, Lower Krishna Division, Central Water Commission, K.G. Bhawan, A.C. Guards, Hyderabad or his representative.

2.0 Terms & conditions:

- Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL <https://www.tcil-india-electronictender.com> The tenders received other than on TCIL will not be entertained.
- The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcilindia-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
- Bids shall be accepted through e-procurement only at e-tendering portal of TCIL <https://www.tcil->

- 2.4 The competent authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All tenders, in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 2.5 The Tenders received will be opened on the same day i.e. on **21.07.2017** at **15.30 hrs** in the presence of Bidders or their representatives, if present. Firstly, the technical bid will be opened.
- 2.6 The tender document for free can also be downloaded from websites @ www.eprocure.gov.in <http://www.cwc.gov.in> , <https://eprocure.gov.in> . <https://www.tcil-india-electronictender.com/>
- 2.7 The rate quoted by the Firm/agency shall be **inclusive of monthly wages, Employees Provident Fund, ESI/Insurance and all other benefits** as per rules & regulations in force the tender. If any tenderer quotes the rate less than the wages of relevant category of the Minimum Wage Act, the bid will be summarily rejected. The rates shall be quoted in Indian Rupee only.
- 2.8 EMD of Rs. 1.78 lakh 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 immediately after finalization of bids without interest. The EMD of the successful bidders shall be adjusted first against the recovery of security deposit if the bidder desires. or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, LKD, Hyderabad, (vi) Bank Guarantee from a scheduled bank as per given proforma. A part of the earnest money is acceptable in the form of Bank Guarantee also . In such cases 50% of EMD or Rs. 20 Lakh, whichever is less will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee from a scheduled bank as per proforma given in Standard Form/ Proforma. In case the part of EMD is submitted in the form of the Bank Guarantee it shall remain valid for a period of six months from the date of submission of tender. The tenders unaccompanied by EMD shall be rejected summarily. Unsuccessful tenderer"s EMD shall be returned as per rule and successful tenderer"s EMD shall become part of Security Deposit and shall be discharged as per rules. The EMD shall be forfeited in the circumstances as given below:

a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of 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.

b. If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.

c. If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period within 07 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.

d. If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.

e. In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.

f. No interest shall be paid by the Department on the EMD to any bidder, whether successful or unsuccessful.

A contractor exempted from depositing earnest money in individual cases, shall attach with the

tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

2.9 Performance guarantee & Security Deposit:

2.9.1 Performance guarantee: The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as **Performance Guarantee** in the form of DD/Bank Guarantee / NSC / FDRs from any scheduled bank in favour of Executive Engineer, Lower Krishna Division, CWC, Hyderabad payable at Hyderabad.

2.9.2 Security Deposit: The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as **Security Deposit** in the form of DD/Bank Guarantee / NSC / FDRs from any scheduled bank in favor of Executive Engineer, Lower Krishna Division, CWC, Hyderabad payable at Hyderabad . The Security deposit shall also be collected by deductions from the running bill of the contractor @ 5% of the gross amount of the bill, and the earnest money that is deposited at the time of tender, adjusted against the security deposit. Earnest money shall be adjusted first in the Security Deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money.

2.9.3 The Work Order will be issued only on receipt of performance Guarantee. The security deposit / performance guarantee will be released after completion of the work or after payment of final bill subject to fulfillment of all terms and conditions & payment (minimum wages, EPF & ESI contributions etc.) . The Performance Guarantee & Security Deposit will be forfeited in case of termination of the contract by the department due to lapses on the part of the contractor/agency.

2.9.4 The contract for providing/supply of manpower services will be 85 nos. for 5 months.

2.10 Submission of more than one tender by a tenderer for a particular work will render the bids liable for rejection.

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

2.12 The right to reject any quotation or all the quotations, without assigning any reason thereof, rests with the Executive Engineer, Lower Krishna Division, CWC, Hyderabad.

2.13 The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.

2.14 To assist in the examination, evaluation and 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. Each page of tender document should be signed by the bidder.

3.0 Canvassing in any form will be summarily rejected /disqualified for bidding.

4.0 The employees of CWC or their relatives are not eligible to participate in this bid.

5.0 The employer shall be awarded to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period. The letter of the bid acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.

6.0 Any disputes arising during the contract period, the decision of the Superintending Engineer, Krishna & Co-ordination Circle, K.G. Bhavan, CWC, Hyderabad will be final and binding on the

bidder.

- 7.0** The contractor should submit the details of the persons employed in the format given below within 15 days of award of the contract. If case of any change in the persons employed the same should be submitted within one week of the joining of that person.

SI No	Name	Age	Address	Phone Number	Bank, Branch where salary shall be deposited	ESI number	EPF Number	Aadhar Number

- 8.0** The contractor will submit wage bill as per details/table every month as given below :-

- 8.1 Name of the company.
8.2 Annual contract for Technical Manpower Outsourcing Services
8.3 Authority No. & Date
8.4 Date of commencement of the contract.
8.5 Wage Bill for the month _____

f. Bill No. _____ & Date _____

S I N o	Name of Worker	Empl Code No	E P F N O	E S I N O	@Basic /Minim um Wages	Da ys	Wag es	Employee's		Carry Home Salary	Employer's Share		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.61%	ESI 4.75%
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	XYZ												

The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

- 2.18.1. Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- 2.18.2. The contractor will certify on the bill that the monthly wage bill of all categories of contractual employees deployed by him is complete and no person has been left and no supplementary bill will be submitted thereafter.
- 2.18.3. No person(s) has/have been engaged on contract basis in this office without the prior approval of the Executive Engineer or any authorized person.
- 2.18.4. A spare/attested copy of bank scroll/bank challans as a documentary proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this office along with the bill for wages for the next month.
- 3.22.** The contractor should produce documentary proof of payment to this department separately i.e. **minimum wages including details of deposit made against ESI (Employee and Employer**

contribution), EPF (Employee and Employer contribution) etc. is to be paid before 7th of the succeeding month. In case the contractor fails to pay by 7th of the succeeding month to the personnel, the provisions of CI 2.20 will be applicable. In such cases 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 contract 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 Minimum Wages issued by Department of Labour and Employment, Govt, of India for Maharastra State and variance in Special allowance / 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. (No intermediate/advance payment shall be made for work.) **No additional payment will be paid to the agency other than contract amount. Except in the case of price variation mentioned in cl 2.41.**

3.23. If the wages are not paid in time penalty of 1% of running bills will be levied upto 15 days. After which the contractor will be served a notice failing which the contract will be terminated and the performance guarantee will be forfeited and the contractor will be black listed.

3.24. The Schedule of the payment process for monthly bills to be followed is as below: (except for the final bill)

SR	ACTIVITY	WHO	TURNAROUND TIME
1	Payment of Wages	Contractor	7 th of every month the salary should be credited to the Personnel
2	Raising of Attendance to Division	Contractor	1 st of every month
3	Verification of Attendance	Division	3 rd of every month
4	Raising of Invoice	Contractor	10 th of every month
5	Release of Payment	Division	15 th of every month

Though efforts shall be made to release payment as per above schedule payment to contractors bills will be subject to the availability of funds or LOC with the Executive Engineer. Taxes as applicable will be deducted from every bill.

3.25. While raising the final bill the following details may be submitted along with the final bill

SI No	Name	Address	Phone Number	Bank, where being deposited	Branch salary	ESI number	EPF Number	Total ESI Amount Deposited	Total EPF Amount Deposited

3.26. The contract is for a period of 5 months from the date from which the order is issued, however if the Department wishes, the contract can be extended for further periods on

mutually acceptable terms. The contract may be terminated at any time by the undersigned with one month notice. The undersigned reserves rights to reduce the contract period without assigning any reasons. The number of outsourcing personnel to be employed may increase or decrease.

3.27. The Department will not be responsible for any injury sustained to the agency personnel 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 by the agency. 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 acts in force.

3.28. The agency should make arrangement **like providing uniform & badge / Identity card** for their **persons** at their own cost and **the personnel should wear uniform on duty, where such uniform is specified.**

3.29. The person/persons deputed by agency should attain age of **18 years at the time of contract.** The persons deployed should be physically fit. They should submit age proof certificate at the time of joining duty.

3.30. In case it is noticed by the Employer/undersigned “that the person/persons deployed by the agency is/are not working up to the mark/required standard, an advance written notice (probably two days) will be given by the undersigned to improve upon himself/themselves to carry the work as per government standard of work/instruction of undersigned or by authorized representative of this office. In the event of no improvement despite written notice the agency will be asked to replace the person/persons immediately which shall be fulfilled by the contractor. If no replacement is provided the contract will be cancelled by giving 24 hrs notice.

3.31. The person who will be engaged for this service should be able to read & write the language of **Hindi & English** in addition to his own mother tongue.

3.32. In the event of any untoward incident happens while on duty the agency/personnel employed should immediately register the FIR in nearest police station under intimation to the undersigned.

3.33. The persons deployed by the agency for Man Power services should work under the control of the undersigned or by the office authorized representative.

3.34. For any breach of conditions mentioned above the “authority “ shall have absolute power to withhold such amount from the claim of the agency which he/she find suitable to compensate damages/risk caused by the negligence of agency"s personnel.

3.35. The agency shall submit the duty roster of the personnel deployed for duty at each and every month mentioning the names of the persons who are on duty.

3.36. The agency shall provided their officers and other inspecting staff for visit the office premises periodically and should organize surprise day/night checking to ensure the efficient duties by their personnel. No extra claim should be entertained for rendering such services

- 3.37.** Any terms & conditions imposed by Central Water Commission head quarter New Delhi from time to time are liable to be implemented by the agency.
- 3.38.** The “agency “shall be solely responsible for any compensation, penalty or any other expense which may be imposed by authority for failure in complying with any of the statutory requirement. The agency indemnifies the “authority” for any damage/penalty /cost or any other obligation which the “authority “may sustain or incur on account of failure or alleged failure on the parts of the contractor for such compliance.
- 3.39.** 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 one year 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.
- 3.40.** The contractor shall not assign, transfer, pledge or sub contract of the work without the prior written consent of this office.
- 3.41.** Any legal dispute will be subject to jurisdiction of Hyderabad Courts only and no other court shall have the jurisdiction.
- 3.42. Corrupt and fraudulent practices:**

It is expected that bidders under this contract observe the highest standard of ethics during the execution of this contract.

3.42.1. In Pursuance of this policy, the employer defines for purpose of these provisions, the terms set forth below as follows:

3.42.1.1. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the contract execution, and

3.42.1.2. 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.

3.42.2. Will reject a proposal for award of work if he/she determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question

3.43. 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 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 payment of wages and other relevant Information.

3.44. Price Basis/Variations:

The Price quoted for the job will vary depending on the following

3.44.1. Change in minimum Wages including Special allowance/VDA as notified by Govt of India from Time to time.

3.44.2. Any changes in PF/ESI contribution of employers portion and any other lawful payable due to changes in Labor Law

3.44.3. Payment to the contractor will be subject to TDS as per rules in force from time to time.

3.44.4. Any variation due to enactment of any law/Regulation to the workforce as notified by the state authority.

3.45. Evaluation Criteria:

Evaluation of the tender shall be done based upon the lowest quoted contract value in % (Percentage) In case of a Tie the final authority of Superintending Engineer, Krishna & Co-Ordination Circle, CWC, Hyderabad for finalization of bid.

4.0. GENERAL CONDITIONS OF CONTRACT

4.24. PAYMENT OF WAGES

4.24.1. The contractor shall not pay less than the fair wage to personnel engaged by the firm on the work.

Explanation – “Fair wage” means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the CWC for the district in which the work is done.

4.24.2. The contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to personnel directly/indirectly engaged on the work, as if including any personnel engaged by his sub-contractors in connection with the said work, as if the personnel had been immediately employed by firm.

4.24.3. In respect of all personnel directly or indirectly employed in the works for the performance of the contractor's part of this contract the Contractor shall comply with or cause to be complied with the CWC Contractors Work Man personnel Regulations made by Government from time to time regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all

other matters of a like nature.

4.24.4. The Executive Engineer concerned shall have the right to deduct from the moneys due to contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers for reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulations.

4.24.5. Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages issued by Department of Labour and Employment, Govt, of India for Telangana State from time to time, the contractor is bound to allow or cause to be allowed to the personnel directly or indirectly employed in the works one day's rest of six days continuous work and pay wages at the same rates as for duty. In the event of default the Executive Engineer or Sub-divisional officer concerned

shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any personnel and pay the same to the persons entitled thereto, from any money due to contractor by Executive Engineer concerned.

4.24.6. The contractor shall indemnify and keep indemnified Government against payments to be made the contractors shall be primarily liable for all payments to be made, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

4.24.7. The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.

4.25. REGISTRATION WITH OTHER DEPARTMENTS

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. If the license requires renewal, it should be renewed immediately and submitted to this office. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

4.26. RECOVERY OF THE PAYMENTS

4.26.1. Whenever any claim, against the contractor for the payment of a sum of money arises out or under the contract, Govt. shall be entitled to recover such sum by appropriating, in part or whole the security deposit of the contractor, and to any Government Promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Government. Should this sum be not sufficient to the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

4.26.2. Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting voucher abstracts etc. to be made after payment of the final bill and if as a result of such Audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

4.26.3. Provided that Government shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer, K&CC, CWC, Hyderabad/Executive Engineer, Upper Krishna Division, CWC, Pune on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

4.27. TERMINATION OF THE CONTRACT

Subject to other provisions contained in this clause, the Executive Engineer may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior quality of works by personnel employed, any claims for damages and/or other provisions of this contract or otherwise.

4.27.1. If the contractor having been given by the Executive Engineer a notice in writing to replace a personnel that the work is being performed in an inefficient or otherwise improper manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

4.27.2. If the contractor has, without reasonable cause, removed a Personnel during the contract period in way effected the with due diligence so that in the opinion of the Executive Engineer (which shall be final and binding) he will be unable to secure completion of the work and continues to do so after a notice in writing of seven days from the Executive Engineer.

4.27.3. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer.

4.27.4. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Executive Engineer.

4.27.5. If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

- 4.27.6. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Executive Engineer.
- 4.27.7. If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- 4.27.8. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- 4.27.9. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

Without prejudice to any of the rights or remedies under this contract, if the contractor absconding/missing or demise, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

4.28. EMPLOYMENT OF PERSONNEL:

- 4.28.1. The contractor shall employ his own personnel; behavior of personnel shall in no way be detrimental to the CWC Administration. The contractor shall for the purpose of fulfilling the obligations under this agreement provide personnel of good character, physically fit, well behaved and skillful in their duties.
- 4.28.2. The contract personnel should wear a uniform. They will also have a photo identity card issued by the contractor with proper turnout so that they can be identified during their duty hours.
- 4.28.3. The contractor shall discharge from service any employee who in the opinion of CWC Administration, misconduct himself or is in any way unfit or unsuitable for the said premises. The decision of the Executive Engineer, Lower Krishna Division, CWC, Hyderabad or his representative in this respect will be final and binding.
- 4.28.4. The persons deployed by the contractor should be efficient and physically fit.
- 4.28.5. The contractor shall at all times obey the lawful instructions given to him by the Executive Engineer, Lower Krishna Division, CWC, Hyderabad or his representative, of such other

personnel appointed/deputed by the CWC administration. Any infringements of any such instructions may render the contractor liable to be fined as per rules.

4.29. PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED.

The contractor shall comply with provisions of payment of Wages Act 1936 or any other statutory modification or re-enactment thereof or rules framed there under with regard to payment of wages to all persons employed by him under this agreement and shall indemnify the CWC administration or its servants, officers from and against any claim or prosecution/proceeding under the Act or any Regulation as against claim made by such Employee or on his behalf bear any authority. Contractor should arrange weekly paid rest to the personnel P.W.Act 1936 by arranging separate rest given for which no additional payment will be made by CWC administration.

4.30. RESPONSIBILITY FOR COMPLIANCE WITH PROVISION OF EMPLOYMENT OF CHILDRENS ACT.

The contractor(s) will at all times duly observe the provisions of Employment of Children Act. XXVI of 1938 and any re-enactment or modification of same and will not employ or permit any person to do any work for the purpose or under the provisions of this agreement in contravention of the provisions of the said Act. The contractor(s) hereby agree(s) to indemnify the CWC administration from and against all claims and penalties which by reason of any default on the part of the Contractor(s) in the due observance and performance of the provisions of Employment of Children Act XXVI of 1938, or any re-enactment or modification of the same.

4.31. RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT:

Neither the Contractor nor any of his employee or Agent, shall at any time during the continuance of this agreement practice un-touch ability in any form whatsoever in the course of or in any manner connected with the working of this agreement, nor impose any disability whatsoever against any person on the ground of un-touch ability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the un touch ability (offences) Act XXII of 1955 and any re-enactment or modification thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said Act. The contractor hereby agrees to indemnify the CWC administration from and against all actions, claims and penalties which may be suffered by the CWC administration or by any person employed by it (including outsourcing personnel engaged for House-keeping services), by reason of any fault on the part of the Contractor, his servants and agents, in the due observance of 1955 Act XXII, or any re-enactment or modification thereof for the time being in force. In the event of failure of the contractor, his agents or servants, at any time during the continuance of this agreement, should duly observe and comply with the provisions of this said act, or any re-enactment or modification thereof for the time being in force, or in the event of failure on the part of Contractor, his servants or agents to duly observe and comply with provisions of this clause, the CWC Administration, without prejudice of its other rights and remedies whether under this agreement or by Law and without prejudice to any penalty to which the

Contractor or his servants or agent, may be subject under the provisions of the un-touch ability (offences) Act-1955 shall be entitled to terminate this agreement forthwith and without any notice to the contractor, and the contractors shall not be entitled to claim any compensation or damages from the CWC Administration on account of such termination.

4.32. LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE:

The contractor shall at all times indemnify the CWC Administration against all claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modification thereof or rules there under or otherwise for or in respect of any workmen, Security personnel, servants, or any persons in the employment of the contractor's and engaged in the performance of the business relating to the contract.

The contractor at all times shall also take all risk of accident to such workmen against all costs and expenses incurred by the CWC administration in connection there with and (without prejudice to any other means of recovery) the CWC Administration shall be entitled to deduct from any money due or to become due to the contractors whether under this agreement or by other agreement, all money paid or payable by the CWC Administration by way or compensation aforesaid or for costs expenses in connection with any claim there to, the contractors shall abide by the decision of the CWC Administration as to the sum payable by the contractors under the provision of this clause.

4.33. VERIFICATION OF ANTECEDENTS OF PERSONS EMPLOYED.

The contractor shall not in any capacity employ persons of bad character or any person whose antecedents are in doubt or who is on the police records as a bad character. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, and the place at which employed with his/her left/right hand rolled thumb impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local

police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractors. Within 15 days from the award of contract.

4.34. PROHIBITION OF INTOXICATION WHILE ON DUTY

The contractor(s) or his/their supervisor and personnel shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If any supervisor/personnel are found in drunken/intoxicated state he will be summarily discharged from service. Moreover the contract will also be liable for termination with penalty, on which the decision of CWC administration will be final.

4.35. OBSERVANCE OF EMPLOYEES STATE INSURANCE ACT 1948 AND PF ACT 1952.

The contractor shall observe all the provisions of the Employees State Insurance Act, 1948 and the employees provident Fund Act, 1952 duly amended from time to time and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it. Service tax may be paid as per the provision and rates quoted in the bid by the contractor. **Proof for the payment made in**

these regard are to be enclosed along with bill for payment

4.36. CONTRACTOR'S RESPONSIBILITY FOR NEGLIGENCE ETC. OF ITS EMPLOYEES.

The contractor shall solely be responsible for all acts of commission/omission of its employees. The contractor shall be responsible in the event of any theft or damage to CWC property during the tenure of the agreement either due to negligence or connivance of its employees and will reimburse the administration for any loss suffered by it during the period of contract.

4.37. INDEMNIFICATION FOR LOSS/DAMAGES ETC.

In the event of any damage or loss what so ever caused to the CWC/Government property due to negligence or connivance of its employees, the CWC administration shall be empowered to have the damage or loss repaired and or recovered the amount so spent as well as that due from the imposition of penalties under other various clauses of the tender on account of any money due to the contractor under this agreement or on account of any other work, executed for the CWC by the contractor or from his security deposit or from monthly bill.

The contractor shall indemnify the CWC administration against any loss or damages to the property of CWC administration, any claim made by its employees against CWC administration or any 3rd party in event of demise, fatal injury to the person or loss/damage to the property of the CWC administration due to any reason whatsoever arising out of any act of negligence on the part of the contractor or its employees.

4.38. COMPLIANCE OF SEMI SKILLED PERSONNEL LAWS ETC.

The contractor shall comply with all relevant statutes including contract personnel (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Watch & Ward personnel Laws.

4.39. Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Executive Engineer to the contractor on actual basis.

4.40. FINE IMPOSED

In the event of the contractor(s) committing a default or breach of any of the provisions of the contract Contractor's Labor Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above

Regulations and" Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in

the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender.

The decision of the Executive Engineer shall be final and binding on the parties. Should it appear to the Executive Engineer that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Executive Engineer shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice.

If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Executive Engineer shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

4.41. MODE OF PAYMENT

The contractor shall pay the monthly Wages as per the schedule of rates issued by Department of Labour and Employment, Govt, of India for Maharashtra State to all the personals appointed under this contract. The contractor shall have to submit the bill in triplicate along with proof for the payment to the individual as mode of payment should be by bank only and all other recoveries made to the employees under this contract under minimum wage Act every month for arranging payment. Payments of the Personnel

employed should be disbursed by 7th of every month. Failing which necessary action will be taken as deemed fit.

In prescribed format as given at clause 2.18.

4.42. WITH HOLDING OF PAYMENT

The CWC administration shall have the right and be entitled to withhold payment of contractor under this agreement in the event of any breach of the terms and conditions of the agreements by the contractor. The opinion of the Executive Engineer, Lower Krishna Division, CWC, Hyderabad or his authorized representative on this aspect shall be final. No interest will be allowed on payment with held, when released. The Security Deposit and the Performance guarantee shall be released six months after the completion of the work subject to the fulfillment of the all the Terms and Conditions of the contract given in the tender document.

4.43. PROHIBITION OF TRANSFER OF CONTRACT

The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and same is prohibited and is liable to result in termination of

the contract.

4.44. SPECIAL CIRCUMSTANCES

In the event that the arrangements made by contractor are not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the Executive Engineer, Lower Krishna Division, CWC, Hyderabad or his authorized representative, in the event of urgency may entrust the work to any person/personnel without any intimation to the contractor and the contractor shall be liable for refund of such expenses incurred by the CWC administration in this regard. The decision of the Chief Engineer, KGBO, CWC, Hyderabad, or his authorized representative as regards to the satisfactory will be final.

4.45. ABSCONDING WHILE ON DUTY/SLEEPING ON DUTY/NOT ALERT

Suitable action like discharge from service of defaulter staff or termination of contract as found fit will be taken by CWC Administration if any are found absconding while on duty/sleeping on duty/found not alert by CWC Administration.

4.46. BREACH OF CONDITIONS OF CONTRACT

On the breach of any term or condition of this contract by the contractor the Executive Engineer, Lower Krishna Division, CWC, Hyderabad shall be entitled to forfeit the security deposit, or the balance there that may at the time remaining, and to realize and retain the same as damage and compensation for the breach, but without prejudice to the right of the said President to recover any further sums as damage from due or which may become due to the contractor by Government or otherwise howsoever.

5.0. INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS

Introduction:

Before submitting the tenders the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the Executive Engineer, LKD, Central Water Commission, Hyderabad (Department) in writing at least 03 days before the last date of submission of tender/bid. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the Department are understood by the contractor. No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.

Eligibility criteria:

1. Contractors registered with CPWD/MES/H.P.P.W.D/Railways/Tele- Communication/H.P. Irrigation & P.H. Department or having a valid license from the Regional Labour Commissioner from Central or State Govt.
2. Contractor must have valid PAN; EPF, ESI and Service Tax registration at the time of submission of bid.
3. At least 2 (two) yrs of experience in providing similar services.
4. The Contractor must ensure to make minimum wages enforce as per the minimum wages Act 1948 as applicable & as revised from time to time during the entire period of work.

Period of validity of tenders:

The tender for the work shall remain valid for a period of ninety (90) days from the date of opening of

tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money if any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, and to forfeit the whole of the Earnest Money if the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the Department may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing. The validity period of EMD so submitted shall also be suitably extended by the tenderer/bidder. A tenderer may refuse the request for an extension of the period of validity of tender without getting his EMD forfeited.

Opening of Tenders:

The tender shall be opened online on 21/07/2017 at 15.30 hrs in the office of the Executive Engineer, Upper Krishna Division, Central Water Commission, Pune in the presence of those tenderer/bidder or their authorised representative who choose to attend.

General:

No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.

The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.

Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.

The tenderer are expected to understand the forms, terms and conditions and other details mentioned in the tender document.

Rules/provisions of CPWD Works Manual 2014 and its subsequent amendments from time to time will be applicable/binding on all bidders and on successful bidder.

In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and same is prohibited and is liable to result in termination of the contract.

At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderers.

The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.

The tenderer should visit the site and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, and also site conditions. Whether the tenderer visits the site or not, he is deemed to have visited the site and ascertained the entire site conditions. The tenderer shall allow in his tender for extras likely to be incurred due to such conditions. No claim shall be entertained on this account, under any circumstances from the contractor.

It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderers are advised to inspect and examine the locations where manpower are to be provided and satisfy himself with the site conditions, the means of access to the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the sites. Whether the tenderer/bidder inspects the sites or not, no extra charges consequent on any mis-understanding or otherwise shall be allowed. It is clarified that no charges shall be paid by department to bidders for making

visit to these sites in order to acquaint themselves with the requirement of the work for submitting the tender.

The tenderer shall be responsible for arranging and maintaining at his own cost for the stay of persons to be engaged at the CWC, Sites along with stay, electricity access, water facilities for workers and all other services required for executing the work. The successful tenderer shall keep the manpower engaged under insurance cover for the entire period of the contract. Nothing extra shall be paid on this account. Submission of a tender by a tenderer/bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution of the work.

The contractor shall not in any capacity employ persons of bad character or any person whose antecedents are in doubt or who is on the police records as bad character. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, site where he is engaged, with his/her left/right hand rolled thumb impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractor.

All aspects of verification (police verification, address verification, document verification etc.) of the persons to be employed shall be the sole responsibility of the contractor and no compensation shall be claimed for that.

Agreement shall be signed with the successful tenderer/bidder on prescribed proforma given in this tender document at which shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor before

expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, LKD, Hyderabad (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.

Bids shall be submitted online only at TCIL website URL <https://www.tcil-indiaelectronicstender.com>. Tenderer/Contractor are advised to follow the instruction provided in the "Instruction to the contractor/Tenderer for the e-submission of the bids online through TCIL portal. The Tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in

Tender who has downloaded the tender from the TCIL website URL <https://www.tcil-indiaelectronicstender.com> Central public Procurement Portal "(CPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

Intending tenderers are advised to visit again TCIL website URL [https:// www.tcil-indiaelectronicstender.com](https://www.tcil-indiaelectronicstender.com), And CWC website www.cwc.gov.in and CPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.

For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:

- a. The tender form and financial bid submitted by the tenderer online;
- b. Tender document
- c. Amendment to the tender document;
- d. Post tender opening Correspondences both online and offline; and
- e. Purchase's notification of award of the contract

SUBMISSION OF DOCUMENTS

i. The following documents are to be furnished online in the Technical bid part (i.e. Eligibility criteria) by the Contractor along with bid as per the tender document: a. Signed and scanned Technical Bid as per tender document. b. Signed and scanned copy of registration certificate of firm. c. Signed and scanned copy of PAN, EPF, ESI and Service Tax Registration Certificate of the firm. d. Signed and scanned copy of experience certificates of similar works executed as per the tender notice. e. Signed and Scanned copy of ITCC (copy of Income Tax Return filed for assessment year 2016-17). f. Signed and Scanned copy of payment proof for Service Tax, EPF & ESI paid in 2014-15, 2015-16 or later. g. Any other document in support of the Bid

ii. The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:

a. Signed and scanned price schedule as per tender document.

iii. Before tender opening date bidders are required to furnish following at the office, EE, UKD, Pune.

. a. Cost of the tender (Free).

b. EMD(well before date of submission of tender). c. Signed Hard copies of documents in support of their bid. d. Pass-phrase for opening of technical and financial Bids:- Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for the technical & financial bids. 1st small Envelope shall clearly marked "pass-phrase for Technical bid" and 2nd small Envelope shall clearly marked as "pass-phrase for Financial bid". Bigger envelope shall be marked as "pass – phrases for tender of providing manpower.

Schedule of Quantities, Rates and Amount:

The rates quoted by the tenderer shall take into account the minimum wages in force as per the minimum wages Act 1948 and shall remain valid during the period of work, unless revised. In case of revision of Minimum wages by the central Govt., difference in wages, difference in EPF contribution and difference in Insurance will be paid extra to the contractor. The rates shall be given as per the format given in Price Schedule. Rates shall not be quoted on optional basis. Tenders having optional rates shall be summarily rejected. The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document. The schedule of quantities is compensation. The manpower requirement shall be indented as and when required in requisite quantity.

a. All rates shall be quoted in Indian Rupees only.

b. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.

c. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totalling of unit rates, the unit rates shall prevail.

d. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates (page 25-27 of this tender document). Any correction, overwriting etc should be duly initialled.

e. Tendered rates are inclusive of the taxes and Levis payable under the respective statues. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the statue, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, LKD, CWC, Hyerabad (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.

f. The rates quoted shall be all inclusive of ESI, EPF and Service Tax etc., and nothing extra shall be paid over and above the quoted rate.

g. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorised representative of Government.

h. The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum /addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

i. Notice Inviting Tender (Press Notice) ii. Notice Inviting Tender (CPWD-6) iii. Item rate tender & Contract for Works (CPWD-8) iv. Format for Acceptance v. Schedules vi. Scope of Work vii. Information and Instructions to Tenderers/Bidders viii. Schedule of Quantities, Technical & Financial Bid Format. ix. Terms & conditions of Contract x. Other conditions xi. Contract/Agreement format xii. Standard Form/ Proforma

6.0. TENDERING PROCESS

Marking and submission of tenders:

- i. The tender shall be submitted online only. The tenders should submit both “Technical bid (Eligibility Criteria)” and “Financial Bid” online. The specifications should be same as given in this tender or higher. The EMD should be in sealed envelope duly marked as “EMD” and must reach office of Executive Engineer well before last date of submission of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.
- ii. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT. The
- iii. Purchaser may, at its discretion, extend this deadline for submission of tender by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenders previously subjected to the deadline will thereafter be subjected to the deadline as extended.
- iv. No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer’s forfeiture of its tender security.

6.24. Opening of Bids.

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically acceptable (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present online or offline or both.

Evaluation of tenders:-

The tenders will be evaluated on the basis of specification as given the tender document and unit rate of each item and total cost.

a) The Technical Bids (eligibility criteria) will be evaluated based on the track record and past experience of the firm in providing similar services to Government/Semi-Government Agencies.

b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document.

Award of work:

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favour of Executive Engineer, LKD, Hyderabad valid up to 120 days beyond the date of expiry of the contract period. .

Special instructions to Bidders by TCIL for e-Tendering

The Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world"s most „secure“ and „user friendly“ software from Electronic Tender®. A portal built using Electronic Tender"s Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder"s Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

Opening of relevant part (i.e. Financial-Part) (

Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the „Supplier Organization“ link under „Registration“ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under „ETS UserGuidance Center“ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to „Essential Computer Security Settings for Use of ETS“ and „Important Functionality Checks“ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a

tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk Telephone/ Mobile

Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part S

submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the „Electronic Forms“ and the „Main-Bid“ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a „password“, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION:

All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the „Main-Bid“, the contents of the

Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of shortlisting, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, „Pass-Phrase“ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization): Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the „Time Locked Electronic Key Box (EKB)“ after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this PassPhrase in the „Time Locked Electronic Key Box“ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE)“. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE)“, including digital counter-signing of each opened bid by the authorized TOE Event (TOE)“, including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders“ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted on line by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event“ is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE)“.

ETS has a unique facility of „Online Comparison Chart“ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled „Minutes of Online Tender Opening Event (TOE)“ covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for „Viewing/ Downloading“.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-indiaelectronicstender.com>, and go to the User-Guidance Center

The help information provided through „ETS User-Guidance Center“ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO"S AND DON"TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz „Date and Time of Closure of Procurement of Tender Documents" and „Last Date and Time of Receipt of Bids". Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each BidPart submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to „Annul Previous Submission" from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) „ONLY IF" your „Status pertaining Overall Bid-Submission" is „Complete".

For your record, you can generate and save a copy of „Final Submission Receipt". This receipt can be generated from 'Bid-Submission Overview Page' only if the „Status pertaining overall Bid-Submission" is „Complete".

NOTE : While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)
Broadband connectivity Microsoft Internet Explorer 6.0 or above Digital Certificate(s).

-Sd/-
Executive Engineer
LKD, CWC, Hyderabad
E mail: **lkd_cwc_hyd@yahoo.co.in**

Copy forwarded for kind information to:

1. The Superintending Engineer, K&C Circle, CWC, Hyderabad with reference to letter No.KCC/C/27015/2015-DB/1138-39 dated 07.07.2017.
2. The SDE, LKSD-I, LKSD-II, LTSD, MKSD-II, CWC, N.S. Dam, Vijayawada & Kurnool .for wide circulation.
3. The Account Branch, LKD, , CWC, Hyderabad..
4. The Junior Engineer (HQ), LKD, CWC, Hyderabad.
5. Notice Board
6. M/s Spy Care Management Services Pvt. Ltd., 20/1, Ravi Co-operative Society, Trimulgherry, Secunderabad-500 015.
7. Jhansi Consultancy & Placement Services, #4-111, Pragathi Colony, Meerpeth, Saroornagar (M), RR Dist, Hyd -79.
8. National Security Services, Plot no. 3, Balapur „X“ Roads, Saroornagar (M) Hyderabad – 500097.

Name of Work: Providing Man Power services (providing 85 nos. Semi Skilled personnel for 5 months.) Lower Krishna Division, Hyderabad.

TECHNICAL BID**TCIL- TENDER SEARCH CODE (TSC) CWC-2017-TN000217**

1	Name of Tendering Company / Firm / Agency	
2	Name of proprietor / Director of Company / Firm / Agency	
3	Full address of Reg. Office	
4	Telephone No.	
5	FAX No.	
6	E-Mail Address	
7	Full address of Operating / Branch office (if any)	
8	Details of EMD	1. Amount 2. Date: 3.DD No: 4. Name of Bank & Branch
9.	Additional information, if any	

Signature of authorized person with
seal

List of documents to be enclosed with the Technical Bid

1. Application (Annexure-I)
2. Attested copy of registration of agency;
3. Attested copy of the statement of bank account of agency for the last **one year**.
4. Attested copy of PAN;
5. Attested copy of the **last two years** IT returns filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the E.P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Attested copy of Work Experience of similar work during the past **Two year**.

List of documents to be sent by post to

EE UKD 2nd Floor, N.W.A. Complex, Pune - 411 024

3. DD s of EMD by post to be received before 21/07/2017 15.00 Hrs.
4. Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for the technical & financial bids. 1st small Envelope shall clearly marked "pass-phrase for Technical bid" and 2nd small Envelope shall clearly marked as "pass-phrase for Financial bid". Bigger envelope shall be marked as "pass –phrases for tender of providing manpower. to be received before 21/07/2017 15.00 Hrs.

FINANCIAL BID
TCIL- TENDER SEARCH CODE (TSC) CWC-2017-TN000217

SI.NO	Description works	Basic Wage per month	No. of persons required	Rate per person per month	Total Amount	
					In Figures	In Words
1	2	3	4	5	6	7
	Providing of Semi-Skilled Personnel to assist departmental staff for collection of Hydro-metrological data at CWC Hydro-metrological sites on Krishna River Basin during monsoon-2017.		85 nos. for 5 months			
a.	Basic Wage per month					
	i) Area –A - 2	15418.00				
	ii) Area -B	13156.00				
	iii) Area -C	10920.00				
b.	@ 13.15 EPF on Basic Wage %					
c.	ESI on Basic Wage 4.75%					
d.	Contractors profit/ service charges					
e.	Taxes as applicable					
(i)						
(ii)						
	Total					

Note:

1. The rate quoted at column No.5 for Item (a), shall not be less than the Minimum wages of Deputy Chief Labour Commissioner(Central) Govt. Of India, Hyderabad vide their Memorandum No.47(2)/2017-C2 dated 17.05.2017
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.

I agree that incorrect furnishing of information and incorrect quoting of statutory payment like EPF/ESI/Service Tax / 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.

I/We agree to carry out of the work as per NIT for a total contract price of Rs. _____
 (Rupees _____) a period from _____
 to _____, as per the terms and conditions of the contract

Date:

Signature of authorized person with seal
 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.

Date:
Place:

Signature of authorized person
Full Name:
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

DECLARATION CERTIFICATE

I/We do hereby declare that there is no case with the Police /Court /Regulatory authorities against the proprietor /firm /partner. Also I/We have not been suspended /delisted /blacklisted by any other Govt. Ministry /Department /Public Sector Undertaking /Autonomous Body /Financial institution /Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

Date: _____
WITH SEAL

SIGNATURE OF THE TENDERER

Statement showing the sub-division wise requirement of Outsourcing Personnel (Semi-skilled) during monsoon 2017 under LKSD-I, N.S. Dam, LKSD-II, Vijayawada, LTSD, Kurnool & MKSD-II, Kurnool			
Name of site	Requirement of Outsourcing personnel during Monsoon-2017		Remarks
	Monsoon	Non Monsoon	
2	3	4	5
Under Lower Krishna Sub-division, CWC, N.S. Dam.	21	0	
Under Lower Krishna Sub-Division, CWC, Vijayawada	18	0	
Under Middle Krishna Sub-division, CWC, Kurnool	18	0	
Under Lower Tungabhadra Sub-division, CWC, Kurnool	26	0	
Under Lower Krishna Division, CWC, Hyderabad.	2	0	
Total	85	0	