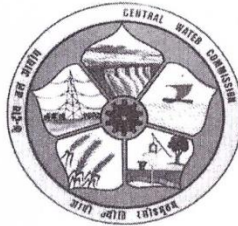


NIT No.4 / 2016-17  
**Government of India**  
Central Water Commission  
South west Rivers Division



**TENDER DOCUMENT FOR**

**Providing Motor vehicle driver on Outsourcing basis to the O/o the Executive Engineer,  
SWRD, Central Water Commission, "Jaladhara", Kasturba Nagar, Kochi- 682 020 for a  
period of Six Months**

**November – 2016**

**EXECUTIVE ENGINEER  
SWRD, CWC  
'JALADHARA' KASTURBA NAGAR,  
KOCHI-682 020**

THIS TENDER DOCUMENT CONTAINS 23 PAGES

Issued to

Date of issue

Signature of the issuing authority

**TABLE OF CONTENTS**

<b>Items</b>	<b>Particulars</b>	<b>Page No.</b>
SECTION -I.	NOTICE INVITING TENDERS	4-7
SECTION- II.	REFERENCE TO GENERAL CONDITIONS OF CONTRACT	8
SECTION-III.	TERMS AND CONDITIONS OF WORK	9-16
SECTION-IV	PRICE SCHEDULE	17
ANNEXURE -I	LETTER OF ACCEPTANCE	18
ANNEXURE -II	ISSUE OF NOTICE TO PROCEED WITH THE WORKS	19
ANNEXURE -III	CONTRACT/AGREEMENT FORM	20-21
ANNEXURE -IV	BANK GURANTEE FORM FOR PERFORMANCE SECURITY	22
ANNEXURE-V	CHECK LIST	23

**SECTION -I**

No.SWRD/ HQS/259(1)/2016/ 4619-23



भारत सरकार/GOVERNMENT OF INDIA  
जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय /  
MINISTRY OF WATER RESOURCES,  
RIVER DEVELOPMENT & GANGA REJUVENATION  
केन्द्रीय जल आयोग/CENTRAL WATER COMMISSION  
दक्षिण पश्चिमी नदियों मण्डल/SOUTH WESTERN RIVERS DIVISION  
“जलधारा” सं.27/1927-ए, कस्तूरबा नगर  
कोचुकडवन्ता, कडवन्ता . पो. ओ ;  
कोचिन -682020



NIT No.4/2016-17

Dated: 29/11/2016

**NOTICE INVITING TENDER**

On behalf of the President of India, EXECUTIVE ENGINEER, SWRD, CENTRAL WATER COMMISSION, “JALADHARA”, KASTURBA NAGAR, Kochukadavanthra-PO., KOCHI-682020 invites sealed tenders from eligible tenderers under single bid system.

**Name of the work/Contact** – Providing **Motor vehicle driver on Outsourcing basis** to the O/o the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, ,Kasturba Nagar, Kochukadavanthra P.O Kochi-682020 for a period of six Months.

Estimated Cost	:: Rs.2,19,500.00
Earnest Money Deposit	:: Rs.4,400.00
Tender Fee	:: Rs. 100/-
Period of Contract	:: Six months from the date of issue of work order
No. of Man Power Required	:: Two

1. The Eligibility Criteria is as follows:

- The Agency should have registered to provide Man Power Assistance / Labour Services with Central or State Govt.
- Should have registration for EPF, ESI and valid registration from labour commissioner
- The Agency should have 3 years experience in the business of providing man power Assistance / Labour services.
- Should have valid Service tax Registration number and PAN number.

The firm should enclose documentary proof / evidence to substantiate the eligibility criteria given at a, b, c & d above along with the tender. **Non-submission of these would result in summarily rejection of the Tender.**

- Tender forms along with terms and conditions can be purchased by the eligible tenderers on payment of non refundable fee of Rupees 100/- by Demand Draft /Banker's Cheque in favour of the “Executive Engineer, South Western Rivers Division, CWC, Kochi” payable at Kochi.
- The tender document shall be made available for sale from **30.11.2016 to 14.12.2016 (up to 12 Noon)** from 10.00 AM. to 05.00 PM on all working days.

The tender documents can also be downloaded from the website "<http://eprocure.gov.in/>" / "<http://cwc.nic.in/main/tenders/item1.html>". In such cases tender fee is to be deposited with the submission of bid in the form of DD/Banker's Cheque

4. The tender must be delivered in the office of the **Executive Engineer, South Western Rivers Division, Central Water Commission** on or before **15.00 hours of 14.12.2016** and must be accompanied by EMD. The Earnest money should be deposited along with the tender documents in the form of Demand Draft /Banker's Cheque issued by a scheduled bank in favour of **Executive Engineer, South Western Rivers Division, Central Water Commission** payable at **Kochi**.
5. Tender received after the last date and time shall not be entertained. The tenders can be withdrawn before the close of sale of tenders by sending a request. The withdrawn tenders can be collected personally from the Executive Engineer.
6. Tenders, which should be placed in a sealed envelope, with the name of work and due date written on the envelope will be received by the **Executive Engineer, South Western Rivers Division, Central Water Commission**, Kochi up to **15.00 hours on 14.12.2016** and will be opened by him or his authorized representative in his office on the same day at **15.30 hrs**.
7. In case holiday is declared on the opening day, the tenders will be opened on the next working day.
8. Submission of a tender by a tenderer 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 local conditions and other factors having a bearing on the execution of the work.
9. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. Bid shall remain valid for the period of 60 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
11. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The contractor shall not be permitted to tender for works in the SWRD, CWC, Kochi (responsible for award and execution of contracts) in which if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons 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 result in barring him for quoting in all the future tenders floated by the Central Water Commission.
14. No Engineer of Gazetted rank or other Gazetted Officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to

work as a contractor for a period of one year after his retirement from Government service without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found 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.

15. The tender for the execution of job shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any contractor withdraws his tender before the said period or issue of letter of acceptance, whichever is, earlier, or makes any modifications 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 the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
16. This Notice Inviting Tender shall form a part of the contract document. The successful contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
  - a) The Notice Inviting Tender, all the documents including general/special terms and conditions, forming the tender as issued at the time of invitation of bid submitted by the contractor and acceptance thereof together with any correspondence leading thereto.
  - b) Schedule of quantities with duly filled rates & signed by the contractor(s).
17. Terms and Conditions of Contract are given at Section-III. In case of any conflicting conditions, terms and condition given elsewhere in the tender document, the special conditions as outlined in Section-III shall prevail.

-Sd-  
Executive Engineer

Copy for information to:-

1. The Superintending Engineer ( C ), C&SRO, CWC, Coimbatore for information please
2. The Superintending Engineer, C&SRC, CWC, Bangalore for information please
3. Notice Board / CWC Tenders/ CPP Portal

-Sd-  
Executive Engineer



भारत सरकार/GOVERNMENT OF INDIA  
जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय /  
MINISTRY OF WATER RESOURCES,  
RIVER DEVELOPMENT & GANGA REJUVENATION  
केन्द्रीय जल आयोग/CENTRAL WATER COMMISSION  
दक्षिण पश्चिमी नदियों मण्डल/SOUTH WESTERN RIVERS DIVISION  
“जलधारा” सं.27/1927-ए, कस्तूरबा नगर  
कोचुकडवन्ता, कडवन्ता . पो. ओ ;  
कोचिन -682020



The **Executive Engineer, South Western Rivers Division, CWC, Kochi** on behalf of President of India, invites tenders for the following works for a contract period of 6 months.

NIT No.	Name of work	Qty	Estimated Cost	EMD	Tender Document fee
4/2016-17	Providing Motor vehicle driver on Outsourcing basis to the O/o Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kochukadavanthra Kochi-682020 for a period of Six months.	2 No.	Rs. 2,19,500.00	Rs.4,400.00	Rs.100.00

The Eligibility Criteria are - the firm should have registered to provide Man power assistance/ labour services with Central or State Govt ,should have registration for EPF, ESI and valid registration from labour commissioner, 3 years experience in the business of providing man power assistance/ labour services and should have valid service tax registration number and PAN number. A complete set of tender document may be purchased on payment of non-refundable fee of Rupees 100/- by demand draft / Banker's Cheque in favour of the “**Executive Engineer, South Western Rivers Division, Central Water Commission payable at Kochi**” from EE,SWRD, CWC, ‘Jaladhara’, Kasturba Nagar, Kochukadavanthra P.O , Kochi – 682020 ( Ph. 0484-2314229).The tender document shall be made available for sale from 30/11/2016 to 14/12/2016 ( up to 12 noon) during office hours (10.00 AM to 05.00 PM). The tender must be delivered in the office of the Executive Engineer, South Western Rivers Division, Central Water Commission, “Jaladhara”, Kasturba Nagar Kochukadavanthra P.O, Kochi-682020 on or before 15.00 hrs on 14/12/2016 which will be opened on the same day at 15.30 hrs and must be accompanied by the EMD . Interested tenderers may obtain further information and inspect the tender document at the office of the Executive Engineer, South Western Rivers Division, CWC, ‘Jaladhara’, Kasturba Nagar- Kochukadavanthra P.O, Kochi or at the website [www.eprocure.gov.in](http://www.eprocure.gov.in) / <http://cwc.nic.in/main/tenders/item1.html>

-Sd-  
**Executive Engineer**

**SECTION -II****Reference to general conditions of contract**

**Name of Work:** Providing Motor vehicle drivers on Outsourcing basis to the O/o the **Executive Engineer, South Western Rivers Division, Central Water Commission** ,Jaladhara, ,Kasturba Nagar, Kochukadavanthra , Kochi-682020 for a period of six months (6 Months).

Estimated cost of work:	<b>Rs 2,19,500.00/-</b>
Earnest Money:	<b>Rs 4,400.00/-</b>
Security Deposit/Performance Guarantee	10% of tendered value
Officer Inviting Tender:	Executive Engineer, SWRD,CWC Jaladhara, Kasturba Nagar, Kochi-682020

**Definitions:**

Engineer-in-Charge:	<b>Executive Engineer, SWRD,CWC,Kochi.</b>
Accepting Authority:	<b>Executive Engineer, SWRD,CWC,Kochi.</b>
Percentage on cost of materials and labour to cover all overheads and profits.	NA
Standard scheduled of rates	: Latest minimum wages rate as per Govt. of India
Department:	Central Water Commission

**Clause-1**

- |     |   |        |
|-----|---|--------|
| i)  | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance | 7 days |
| ii) | Maximum allowable extension beyond the period above (with a written request)                        | 5 days |

**TERMS AND CONDITIONS OF THE CONTRACT**

**1. Qualification Criteria of Bidder :**

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

- a) The Agency should have registered to provide Man power assistance/labour services with Central or State Govt.
- b) Should have registration for EPF,ESI and valid registration from labour commissioner
- c) The firm should have 3 years experience in the business of providing man power assistance/labour services.
- d) Should have valid Service tax Registration number and PAN number.

The firm should enclose documentary proof /evidence to substantiate the eligibility criteria given at **a, b ,c & d** above along with the tender. **Non-submission of these would result in summarily rejection of the Tender.**

**2. 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.

**3. Content of Bidding documents:**

The set of bidding document comprises the document listed below

- a) Notice of Invitation of Bids
- b) Terms and condition of the contract
- c) Letter of Acceptance
- d) Issue if notice to proceed with works
- e) Schedule of Works
- f) Contract/Agreement form
- g) Bank Guarantee for performance security

**4. Amendment of Bidding Document:**

At any time prior to the deadline for submission of bids, the Employer may amend bidding documents by issuing addendum. 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 prospective 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.

**5. 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.

#### 6. Bid Security /EMD

The bidder shall furnish as part of its bid an EMD of Rs.4,400.00 (Rupees Four Thousand Four hundred only) in the form of DD/Banker's Cheque of any scheduled bank/cash. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws its bid during the period of bid validity specified in the terms and condition of the contract.
- ii) If a bidder does not accept the correction of errors, (i.e. if there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail)
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

**Tenders not accompanied by EMD shall be liable for rejection.** THE EARNEST MONEY WILL BE RETURNED WITHOUT ANY INTEREST TO THE UNSUCCESSFUL BIDDERS AFTER THE FINALIZATION OF THE ORDER WITH THE SUCCESSFUL BIDDER. The earnest money shall be returned to the successful bidder after the Performance Guarantee equivalent to 10% of the tendered value in Indian rupees has been furnished.

#### 7. Security Deposit/Performance Guarantee

The successful bidder shall furnish an amount equivalent to 10% of the tendered value as Security Deposit/Performance Guarantee in the form of DD/Bank Guarantee/NSC/FDRs from any scheduled bank in favour of **Executive Engineer, South Western Rivers Division, Central Water Commission** payable at **KOCHI** within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the Security Deposit/Performance Guarantee within the stipulated 12 days (7 (time allowed) + 5 (maximum extension on written request)) of the communication accepting the bid, the EMD shall be forfeited to **Executive Engineer, South Western Rivers Division, Central Water Commission**

#### 8. 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) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) 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.
- d) The rates should be quoted for wages, % of EPF, ESI, Service charges & service tax etc separately. So that the employees of the firm should get benefit as per labour rule. Tenders received quoting rates less than the labour rates, % of PF, ESI, & Service tax etc. as fixed by the Government of India will be rejected. **(latest minimum wages rates issued by the Government of India should be enclosed)**
- e) No staff engaged by the Agency shall not be paid less than the minimum wages as fixed by Government from time to time. All labourers /staff should be allowed weekly rest, national holidays as prescribed in labour rules. **No claim will be entertained for increase in wages during the current contract period. Any statutory increase in wages/DA etc. during the contract period of 6 Months is to be taken up by the**

agency. However any changes in taxes/PF/ESI will be considered by the department for modification.

- f) The agency should ensure & furnish a certificate supported documentary proof while claiming the bill every month that they are paying at least minimum wages to the engaged person and also deposited the PF,ESI, Service tax etc to the concerned as fixed by the Government of India.

- g) The rates shall be quoted in Indian Rupee only.

#### **9. Bid Validity:**

Bid shall remain valid for the period of 30 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. During the validity period, the successful bidder shall not be allowed to withdraw, in case of withdrawal the EMD shall be forfeited to **Executive Engineer, South Western Rivers Division, Central Water Commission** absolutely and no claims shall be admitted in this regard. Such bidder shall not be allowed to participate in the retender process.

#### **10. 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 anything 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.

#### **11. 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.

#### **12. 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.

### **13. 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.

### **14. Notification of Award.**

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

### **15. Dispute Resolution Mechanism :**

Any disputes arising on the contract will be referred to CE, C&SRO, CWC, Coimbatore and the decision of SE, C&SRC, CWC, Bangalore will be final and binding to the bidder.

### **16. Signing of Contract:**

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

### **17. 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 prior approval from the employer is not obtained action may be taken against the contractor as per relevant rules in force.

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

Description of the work is as under:

S.No.	Category of labour/Post	Age	Description of the work
1.	Motor Vehicle Driver	21-50 years	Jurisdiction of this office covers the state of Kerala / Tamil Nadu / Pondicherry, part of Karnataka and Andhra Pradesh. Place of working may be Division/ Sub Division offices at Kochi/ Trivandrum/ Kozhikode. The vehicle will be plying generally in the above states only, but if situation warrants the driver shall drive the vehicle throughout India as per need. The driver should drive the vehicle with alertness. The driver should be capable to locate faults and carry out minor repairs, read English numerals and figures, understand traffic regulation, able to change wheels and correctly inflate tyres. In case of any major repairs/faults the driver should bring the same to the notice of the reporting officer immediately. The driver should drive the vehicle

			provided to him for the inspection of sites/attending works in the office located in the above states and driving the vehicle in local/outside the head quarter (Kochi) for other official purposes as and when required. In addition to this the driver should clean the vehicle daily and upkeep the vehicle in neat, clean and in good condition.
--	--	--	--

**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 instructions of the officer in charge.

#### **19. Payment Terms:**

No intermediate payment shall be made for the work. The payment will be released to the agency by the Executive Engineer, SWRD, every Calendar month within 10 days after obtaining the Bill in triplicate. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned Engineer in Charge. TDS as applicable will be deducted from every bill. Income tax @ 2% of bill amount and educational cess @ 3% on income tax shall be deducted from the bill amount as per prevailing Government of India rules and regulations.

#### **20. Labour Laws to be Complied:**

The contractor shall comply with the provisions of the relevant central and state labour laws.

#### **21. Display of notice regarding wages etc.**

The contractor shall before he commences his work on contract, 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 wages are earned, wages periods, dates of payments of wages and other relevant information..

#### **22. Payment of wages**

- i) The contractor shall make payments to the labourer before 7<sup>th</sup> of the succeeding month preferably in the presence of Engineer in Charge or his representative. If the contractor is having any difficulty in making payment in the presence of Engineer in Charge or his representative, then the contractor should produce documentary proof showing that the payments due to the labours, *including details of deposit made against ESI, EPF etc.* and is paid before 7<sup>th</sup> of the succeeding month. In case the contractor fails to pay by 7<sup>th</sup> of the succeeding month to the labours, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the labours deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the labours as per the contract agreement till such time the department wishes to continue the work.
- ii) The details of the person to be deployed in Central Water Commission such as ESI, EPF, Reg/ID No. etc should be furnished to this office within one month of the deployment.
- 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.

### **23. Removal of Contractor's Employee:**

The Employer may require the contractor to dismiss or remove labours employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the labours 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 labour the contractor should provide substitute within 5 days.

### **24. 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.

### **25. Contract Period**

The contract is for a period of 6 months, however if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms.

### **26. Other terms and conditions:**

1. 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. The Agency will be responsible for the payment of compensation.
2. The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Contract Labour (Regulation and Abolition) Act,1970 & Contract Labour (Regulation and Abolition) Act,1970 Central Rules 1971) and child Labour (Prohibition and Regulation Act, 1986). Nothing extra will be paid on this account.
3. The Contract entered into shall be a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
4. In case it is noticed by the Executive Engineer or his representative that the work carried out by the Agency is not up to the mark / required standard, 2 days written notice will be given to the Agency, warning the inefficient state of work and asking Agency to improve upon the performance of work with in this period. In the event of the department finding that there is no improvement and the work is not being carried out as per instructions, the contract shall be terminated by giving 24 hours notice.
5. The contractor / Agency would be responsible for the protection and security of government property from any type of encroachment, the services will include the prevention of theft, burglary, trespassing encroachment and removal of unauthorized persons / structures from the premises in liaison with local Police / Municipal authorities.
6. The Agency should provide such Drivers personnel on the duty who are healthy, having **minimum educational qualification of 10<sup>th</sup> standard pass and whose age is in the range of 21 to 50 years and having a valid driving license of light vehicle/heavy vehicle with minimum 2 years of driving experience.**

7. Acceptability of the driver nominated by the agency shall be examined by a committee constituted by **Executive Engineer, SWRD, CWC, Kochi**. The Committee will examine the drivers capability in driving the vehicle ,drivers knowledge in general maintenance of vehicle such as replacement of tyres , general behavior etc.
8. The Agency should arrange uniform, name badge, Tools and plants etc., required for the work at its own cost.
9. The Agency shall work under the control of the O/o the **Executive Engineer, South Western Rivers Division, Central Water Commission**, Jaladhara, ,Kasturba Nagar, Kochukadavanthra Kochi-682 020
10. The driver should work for normally 8 hours per day from 09.30 hrs to 17.00 hrs (with ½ hour lunch break) on all the working days. Beyond 08.00 hrs, if required to work, then the overtime allowance will be allowed per hour basis . The overtime allowances will be restricted to as admissible to the department drivers on minimum pay scale. One hour to be deducted as free duty from extra duty performed, either before or after office hours per day, beyond prescribed hours of work. However, in exigencies of work the driver may be required to call on Sunday and gazetted holidays, for that also the overtime allowance will be allowed per hour.
11. In the event of outstation work on tour on those days over time allowance for extra hours i.e. more than 8 hour duty performed by him will be paid on production of the bill through the agency and it will be restricted to as admissible to the department drivers on minimum pay scale.
12. The agency shall be responsible for the conduct, behavior and for the fidelity of the Drivers staff employed by it.
13. The Executive Engineer reserves the right to extend / reduce the period of contract.
14. In the event of any untoward incident / happening, Drivers engaged by Agency shall lodge the FIR with Police authority immediately under intimation to the Executive Engineer.
15. If any Drivers is found in drunken state or found misbehaving while on duty or unfit for duty, such personnel shall be removed immediately at the absolute discretion of Executive Engineer or his representative.
16. The department shall have no involvement in claim submitted by staff for permanent absorption in the Department on the plea of working / engaged on Government duty.
17. The Agency will replace immediately any Drivers whose conduct or presence on CWC premises is considered by the Department to be undesirable.
18. The Agency should submit the proof of making payment like wages, ESI, EPF etc to the Drivers Personnel deployed on the duty to the undersigned while submitting claim for subsequent months bill.( i.e bill for the month of **December-2016** be supported with documents of deposit made by the contractor against ESI, EPF and also a receipt giving details of wages received by the Labour for the month of **November-2016**.). If the contractor fails to produce such documents, the Department may take action to make direct payments to the Labourer till such time

the contractor produce the documentary proof for making wages, ESI, EPF etc due for the Labour.) In case the contractor fails to produce such document for more than 3 months, then the Department may cancel the contract and the performance guarantee available with the Department will be forfeited.

19. This is purely a temporary arrangement, which can be terminated at any time without assigning any reasons by serving **ONE-month** notice.
20. The undersigned reserves the right to accept/reject all or any of the tender without assigning any reasons
21. The successful bidder should submit bio-data of the Drivers people deployed along with a photograph within 15 days of start of work. The bio-data should contain name, fathers name, age, temporary and permanent address etc of the Labour.
22. The agency should not make frequent change of Driver deployed in duty. In the event of any change of driver, prior intimation in writing along with the bio-data of the person proposed to be deployed newly should given to the Executive Engineer, SWRD or to his authorized representative and after obtaining the approval only the person should be changed/ deployed in duty.
23. The **Executive Engineer, South Western Rivers Division, Central Water Commission**, Kochi may consider in relaxation of any of the terms and condition of the contract if required. The Contract can be continued for further period of six months if required on mutually agreed terms and condition. In such case contract value can be reworked out to take care of the increase in minimum wages.
24. The performance guarantee will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency
25. On completion of the month the bill in triplicate along with advance stamped receipt should be submitted for making payment. The payment will be made within 10 days on receipt of the bill.
26. **Tender Document with each page duly signed by the Bidder as token of acceptance of terms and conditions shall be enclosed along with tender.**
27. Tender should be submitted in a sealed cover super scribed as "Tender for Providing Motor vehicle driver on Outsourcing basis to the O/o Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara , Kasturba Nagar, Kochi-682020 for a period of six Months " with "**Tender Number**" and "**due date of opening**" etc.

#### **SECTION -IV**

**Price Schedule of work** for Providing Motor vehicle driver on Outsourcing basis to the O/o the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, ,Kasturba Nagar, Kochi-682020 for a period of Six months.

[On the letter head of the Firm]

Sl. No.	Description works	Rate as per mini. Wages act (in Rs.)	No of persons Required	Rate per person per Month (in Rs.)	Total Amount for Six Months (In Rs.)
(1)	(2)		(3)	(4)	(5)
	Providing Motor vehicle drivers on Outsourcing basis to the O/o Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kochi-682020 for a period of 6 months.	12210.00	2 Nos.		
a)	Wage per month (Basic + VDA )				
b)	EPF ( Employees Provident fund @ 13.61% of a)				
c)	ESI ( @ 4.75% of a)				
	Sub Total (sum of a, b & c)				
d)	Service charges				
	Total				
e)	Service tax as applicable at prevailing rates				
f)	Swachch Bharat Cess				
g)	Krishi Kalyan Cess				
	<b>Grand Total ( in Rs.)</b>				

- NOTE: 1) Filling up of the rate by the agency for the items (a) to (d) in the Price schedule is Mandatory/Compulsory. If any item left blank, the bid shall be treated as un responsive and will not be considered
- 2) The rate quoted by the agency for the item (a) shall not be less than the minimum wages notified by the office of Chief labour Commissioner(c), New Delhi vide Order No.1/3(3)/2016-LS-II dated 31/03/2016 for the category of Driver(skilled labour) for Kochi Region/Area B

We agree to carry out the work "Providing Motor vehicle driver on Outsourcing basis to the O/o the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kochi-682 020". as per NIT No.04/2016-17 for a total contract price of Rs.....

Amount in figures) (Rupees.....)

(in words) for a period of Six Months

**Date:**

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

**LETTER OF ACCEPTANCE**

To:

---

(Name and address of the contractor)

Dear Sir,

This is to notify you that your bid dated \_\_\_\_\_ for **Providing** Motor vehicle drivers on Outsourcing basis to **the O/o the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kochi-682020 for a period of Six months (6 months)** for a Contract Price of Rupees

---

(amount in words and figures ) is hereby accepted by the under signed .

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

Please acknowledge receipt.

Yours faithfully

**Executive Engineer**

**ANNEXURE – II**

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

To

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

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Pursuant to your furnishing the requisite security of Rs \_\_\_\_\_  
and signing of the contract for **Providing** Motor vehicle drivers on Outsourcing basis **to the**  
**O/o the Executive Engineer, South Western Rivers Division, Central Water Commission,**  
**Jaladhara, Kasturba Nagar, Kochi-682020 for a period of Six months (6 months)** for a Bid  
Price of Rs. \_\_\_\_\_ you are hereby instructed to provide -----  
Motor vehicle driver in accordance with the contract documents.

Yours faithfully

**Executive Engineer**

CONTRACT/AGREEMENT FORM

This Contract made in the \_\_\_\_\_ day of \_\_\_\_\_ to  
 \_\_\_\_\_ between the President of India acting through (Designation) Ministry  
 Of \_\_\_\_\_,  
 Department of \_\_\_\_\_, Government of India  
 (Address)  
 (Name and address of Employer) (Hereinafter called "the Employer") and

\_\_\_\_\_  
 \_\_\_\_\_  
 (name and address of contractor) (Hereinafter called "the Contractor" of the other party).  
 WHEREAS the Employer is desirous that the Contractor executes.

\_\_\_\_\_  
 \_\_\_\_\_  
 (name and identification number of contract) (Hereinafter called "the Works") and the  
 Employer has accepted the Bid by the Contractor for Providing **One Motor vehicle driver on  
 Outsourcing basis** to the O/o the Executive Engineer, South Western Rivers Division and  
**One Motor vehicle driver on Outsourcing basis to O/o Assistant Executive Engineer/ Sub  
 Divisional Engineer, South Western Rivers Sub Division-II, Central Water Commission, Jaladhara,  
 Kasturba Nagar, Kochi-682020** at a contract price of  
 Rs..... for a period of **Six months**.

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

1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing ---  
 - Motor vehicle driver in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration for providing ----  
 Motor vehicle driver, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:  
 a) Notice of Invitation to Bids

- b) Terms and condition of the contract
- c) Letter of Acceptance.
- d) Issue of notice to proceed with works
- e) Agreement form
- f) Schedule of work
- g) Bank Guarantee for Performance security form.

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

Binding signature of Employer Signed by \_\_\_\_\_

(For and on behalf of the President of India)

Binding signature of Contractor Signed by \_\_\_\_\_

(For and on behalf of \_\_\_\_\_ duly authorized vide Resolution

No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of

(Witnesses)

(1)

( 2 )

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

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

----- (Address of Employer)

WHEREAS \_\_\_\_\_ (name and address of Contractor) (hereafter called "the Contractor") has under taken, in pursuance of contract.

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

\_\_\_\_\_ date \_\_\_\_\_ to ,execute

\_\_\_\_\_ (Name of the Contract and brief description of works) (hereafter called "the contract" AND Whereas we have agreed to give the contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, upto a total of

\_\_\_\_\_ (amount of guarantee)

(in words) such sum being payable in the types and proportions of currencies in which the contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of

(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and seal of the Guarantor.....

Name of the Bank .....

Address.....

Date .....

**CHECK LIST**

**The bid shall contain the following**

1. Earnest money of Rs.4,400.00/- in the form of DD/Bankers Cheque from any scheduled bank in favour of **Executive Engineer, South Western Rivers Division, Central Water Commission** payable at Kochi”.
2. Documentary proof / evidence to substantiate the eligibility criteria given at Clause No.1 (a, b ,c &d) of the terms and condition (Section III ) of the tender documents.
3. Price schedule along with tender Documents with each page duly signed by the Bidder as token of acceptance of terms and conditions.
4. Tender document fee of Rs.100/- in the form of DD/Bankers Cheque, if the tender document is downloaded from the website.