# GOVERNMENT OF INDIA CENTRAL WATER COMMISSION



# **TENDER DOCUMENT FOR**

Providing Semi-skilled man power assistance services for collection of Hydro-meteorological data at River Gauging sites under Waingangā Division, CWC, Nagpur

EXECUTIVE ENGINEER
WAINGANGA DIVISION
CENTRAL WATER COMMISSION
NAGPUR

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# भारत सरकार केंद्रीय जल आयोग वैनगंगा प्रभाग

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No.03/WDN/MCO/2016-17

dated.12.08.2016

# **NOTICE INVITING TENDER**

Sealed tenders are invited for and on behalf of the President of India by the EE, Wainganga, Central Water Commission, 2<sup>nd</sup> Floor, Block- C, C.G.O. Complex, Seminary Hills, Nagpur- 440006 (Maharashtra) for the work prescribed below from the registered contractors who have carried out similar works in other Government offices and PSUs etc.

- **1.0** Name of work: Providing semi-skilled man power Services for collection of Hydro-meteorological data at CWC Hydro-meteorological sites Under Wainganga Division, CWC, Nagpur during the Monsoon-2016. (List of sites enclosed at (Annex-I).
- **2.0 Estimated Cost:** Rs. 30, 83,300/- (Rupees Thirty lakh eighty three thousand three hundred only)
- **3.0 Earnest Money:** Rs.61, 670**/-** (Rupees Sixty one thousand six hundred seventy only)
- **4.0 Performance Guarantee: 5%** of tendered and accepted value of work.
- 5.0 Contract Period: From 01/09/2016 to 15/11/2016.
- **6.0** Cost of Tender Document: Rs. 500/- (Rupees Five hundred) only.

Tender documents available for sale @ Rs.500/- (Rs.250/- extra if required by speed post) each by cash at O/o Executive Engineer, Wainganga Division, Central Water Commission, 2<sup>nd</sup> Floor, Block- C, C.G.O. Complex, Seminary Hills, Nagpur- 440006 (Maharashtra) from **16/08/2016 to 25/08/2016** during office hours except Sundays, Second Saturday & G. Holidays. The tender document can also be obtained from websites @ <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> & <a href="www.ewc.nic.in">www.ewc.nic.in</a>. A fee of Rs.500.00 towards the cost of the tender document may be enclosed in

the form of by demand draft /Banker's cheque/ cash in favor of the Executive Engineer, Wainganga Division, CWC payable at Nagpur along with the tender, if the tender document is downloaded from web site. **Tender fee exemptions as per Govt. Policy for Small & Micro industries will be provided subject to submission of Registration certificates & notifications issued by Govt. of India.** 

- a) The work is estimated to cost **Rs. 30,83,300/-.** This estimate however, is given merely as a rough guide.
- b) The Executive Engineer, Wainganga Division, Central Water Commission, Nagpur shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- For any clarifications, the tenderers may contact to the:
   The Executive Engineer, Wainganga Division, Central Water Commission,

Nagpur Phone No: 0712-2510156.

- Tender document will be issued during the period from 16/08/2016 to
   25/08/2016 between 1100 Hrs to 1630 Hrs on every working day.
- e) The tender shall be submitted in the original tender document.
- f) The tenderers are advised to inspect and survey the Site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the Site, the means of access to the Site, the accommodation they may require etc. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their tenders. A tenderer shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
- g) 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 works to be done and of conditions and other factors bearing on the execution of the works.
- h) The tenderer should quote his rates in figures as well as in words.
  - I) The Tender in sealed cover accompanied with Earnest Money must be submitted not later than 15.00 Hrs on 29.08.2016 into specified tender box at the Executive Engineer, Wainganga Division, Central Water Commission, 2<sup>nd</sup> Floor, Block- C, C.G.O. Complex, Seminary Hills, Nagpur- 440006 (Maharashtra). The tenders received after the due date & time will not be entertained. The tender documents should be placed in a

- sealed envelope super-scribed "Tender for Providing Semi-skilled man power assistance services for collection of Hydro-meteorological data at river gauging sites under Waingangā Division, CWC, Nagpur" due for opening on 29.08.2016 at 15.30 hrs. in the presence of the tenderers or their authorized representatives, if any.
- j) The tender shall be accompanied by Earnest Money Rs.61, 670/- (Rupees Sixty one thousand six hundred seventy only). EMD @ 2 % of the Estimated amount of the work i.e. Rs. 61670.00 (Rupees Sixty one thousand six hundred seventy only) shall be enclosed in the form of demand draft drawn in favour of the Executive Engineer, Wainganga Division, CWC payable at Nagpur. 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. EMD exemptions as per Govt. Policy for Small & Micro industries will be provided subject to submission of Registration certificates & notifications issued by Govt. of India.
- k) Earnest money of successful tenderer will be treated as part of security deposit.
- The tenderer shall submit the tender which satisfies each and every condition laid down in the tender documents, failing which, the tender is liable to be rejected.
  - i) The Executive Engineer, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
  - ii) The Executive Engineer, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur reserve the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates.
- m) This Notice Inviting Tender shall form part of the Contract document.
- n) The tenders submitted shall remain valid for acceptance for a period of 60 days from the date set for opening of the tender. The tenderer shall not be entitled during the said period of validity to revoke or cancel his tender or vary the tender given or any item thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof, the earnest money paid by the tenderer along with the tender shall be forfeited by the Executive Engineer, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur.

THE **EXECUTIVE ENGINEER**, **WAINGANGA DIVISION**, **CENTRAL WATER COMMISSION**, **SEMINARY HILLS**, **NAGPUR** RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE WORKS TO DIFFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

Sd /(M. P. Singh)
Executive Engineer
Wainganga Division,
CWC, Nagpur.
Email: wgdivision@yahoo.co.in

Copy for information / display on notice board to:-

- 1. The Superintending Engineer, MCO, CWC, Nagpur for kind information.
- 2. The Sub-Divisional Engineer, Upper Wainganga, Sub-Division, CWC, Nagpur.
- 3. The Sub-Divisional Engineer, Lower Wainganga, Sub-Division, CWC, Chandrapur.
- 4. The Sub-Divisional Engineer, Wardha Sub-Division, CWC, Chandrapur.
- 5. The Sub-Divisional Engineer, Penganga Sub-Division, CWC, Yavatmal.
- 6. The Notice Board, Wainganga Division, CWC, Nagpur.
- 7. JE (H/Q), WD, CWC, Nagpur. It is directed to up load the same in e-portal.

#### SECTION-II

# (A): ITEM RATE TENDER FOR WORKS

I/we hereby tendered for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects within the specifications and instruction in writing referred to in rule-1 here of and in clause-II of the General conditions of the Contract in all respects in accordance with, such conditions so far as applicable.

#### **MEMORANDUM**

- **1. Name of work:** Providing Semi-skilled man power Services for collection of Hydrometeorological data at CWC Hydro-meteorological sites Under Wainganga Division, CWC, Nagpur during the Monsoon-2016. (List of sites enclosed at (**Annex-VIII**).
- **2. Estimated Cost:** Rs. 30, 83,300/- (Rupees Thirty lakh eighty three thousand three hundred only)
- **3. Earnest Money:** Rs.61, 670/- (Rupees Sixty one thousand six hundred seventy only)

4. Performance Guarantee: 5% of tendered and accepted value of work

**5. Contract Period:** From 01/09/2016 to 15/11/2016

6. Cost of Tender Document: Rs 500/-

# Should this tender be accepted in whole or in part, I/We hereby agree:

- i) To abide by and fulfill all the terms and provisions of the said conditions annexed here to and all the terms & provisions contained, in Notice Inviting Tenders so far as applicable, and/or in default thereof to forfeit and pay Executive Engineer, Wainganga Division, CWC, Nagpur the sum of Rs.61, 670/- (Rupees Sixty one thousand six hundred seventy only) is hereby forwarded, in Cash/ Demand Draft of Scheduled Bank drawn in favour of Executive Engineer, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur payable at State Bank of India, Nagpur as Earnest Money.
  - If, I/We fail to commence the work on the date specified in the schedule, I/We agree that the Executive Engineer, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur shall, without prejudice to any other right and remedy, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely otherwise the said Earnest Money shall be retained by Executive Engineer, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur towards security deposit, mentioned against (3) of the above mentioned memorandum. EMD exemptions as per Govt. Policy for Small & Micro industries will be provided subject to submission of Registration certificates & notifications issued by Govt. of India.

,		o in the tender documents upon the terms and ders, at the rates quoted in the tender document.
Dated the	day of	2016.
*		
(Signature of the w Name of witness _	ritness)	
Address		
		**
		(Signature of the Tenderer with seal)
	s hereby accepted by day of	y me on behalf of the President of India 2016
		***
	(Signature with seal	of the Executive Engineer, WD, CWC, Nagpur)

<sup>\*</sup> Signature of witness to contractor's signature.

\*\* Signature of contractor before submission of tender.

\*\*\* Signature of the Officer by whom accepted.

#### SECTION - III

# GENERAL INFORMATIONS AND INSTRUCTIONS TO THE CONTRACTOR/ TENDERER

#### 1.0 GENERAL:

These special conditions supplement the General Conditions of Contract and shall be considered as part of the contract document. Where these special instruction are at variance with the corresponding conditions, stipulations, specification elsewhere in the tender document these special instructions shall prevail.

## 1.1 LOCATION:

The proposed site of work is under Wainganga Division, Central Water Commission, Seminary Hills, Nagpur and its Sub-Divisions viz: Upper Wainganga, Sub-Division, CWC, Nagpur, Lower Wainganga, Sub-Division, CWC, Chandrapur, Wardha Sub-Division, CWC, Chandrapur, Penganga Sub-Division, CWC, Yavatmal and the sites under its control.

#### 1.2 SITE CONDITIONS:

Tenderers are advised to visit the site to acquaint themselves with the site conditions, approaches, camping facilities for their work labour forces for the execution of the work. Non-familiarity with the site conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

#### 1.3 SECURITY:

The contractor shall follow all security rules as may be framed by the EE, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur from time to time regarding control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-in -charge or his duly authorized representative from time to time.

#### 1.4 PAYMENT TO WORKMEN:

- 1.4.1 The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws that may be brought into force from time to time. Increase in the wages due to any statutory act or by rules framed there under by the Government or by local authorities during the currency of the contract or during any valid period of extension of contract shall not be considered for any reimbursement. The tenderer is deemed to have taken this aspect in his unit rates for various items of work covered under this contract.
- **1.4.2** The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to the semi-skilled worker provided. All

(Government/Departmental) notification procedure issued in this regard shall be applicable to this contract.

# 1.5 LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC.:

During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final. On this account contractor shall not make any claim whatsoever against the EE, Wainganga Division, Central Water Commission, Seminary Hills, Nagpur.

#### 1.6 SUB CONTRACTS:

The contractor shall not sublet the whole or any part of the work.

## 2. 0 Qualification Criteria of Bidder:

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

- a) Should have registration for EPF, ESI
- b) The firm should have at least 3 years experience in the business of providing semi-skilled worker/man power assistance/labour services. However, this qualification criterion can be relaxed as per Govt. Policy for Small & Micro industries subject to submission of Registration certificates & notifications issued by Govt. of India.

The firm should enclose documentary proof /evidence to substantiate the eligibility criteria given above along with the quotation.

#### 3.0 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.

# 4.0 Contents of bidding documents:

The set of bidding document comprises the following documents:

- a) Notice Inviting tender
- b) Terms and condition of the contract
- c) Letter of Acceptance
- d) Issue of notice to proceed with works
- e) Contract/Agreement form
- h) Schedule of work.
- i) Bank Guarantee form for performance security.

# 5.0 Amendment of Bidding Document:

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

# 6.0 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

# 7.0 Security Deposit/ Performance Guarantee:

The successful bidder shall furnish an amount equivalent to 5% of the value of contract as Security Deposit/ Performance Guarantee in the form of DD/Bank Guarantee/NSC/FDRs from any scheduled bank in favour of **Executive Engineer**, **Wainganga Division**, **Central Water Commission**, payable at **Nagpur** within 10 days of the receipt of letter of acceptance. The performance guarantee will be forfeited in case of termination of the contract by the Department due to lapses on the part of the contractor /agency.

# 8.0 Bid Prices:

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

## 9.0 Bid Validity:

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

# 10.0 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.

## 11.0 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.

## 12.0 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 who's 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.

#### 13.0 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.

## 14.0 Notification of Award:

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

# 15.0 Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to Superintending Engineer(C), MCO, CWC, Nagpur and his decision will be final and binding on the bidder.

# **16.0** Signing of Contract:

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

# 17.0 Changes in Contractor's organization to be approved:

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. If previous approval from the employer is not obtained action may be taken against the contractor as per relevant rules in force.

# 19.0 Loss of equipment and recovery of cost:

The man power provided by the bidder should able to handle the instruments/tools required for the data collection and the contactor will be responsible for the safety of the instruments while in use, excluding normal wear and tear. Any loss of the instrument/tools handled by the semi-skilled workers will be recovered from the Security Deposit/ running bills of the contactor. The cost of such lost/damaged items will be decided by Superintending Engineer(C), MCO, CWC, Nagpur as per the practice followed in the department, and the decision of

Superintending Engineer in fixing the cost of lost/damaged equipments/facilities is final and binding on the contractor.

# 20.0 Training:

The bidder should follow the well established procedures laid down by CWC in river gauging. To acquaint with the procedure laid down by CWC in river gauging, demonstration regarding the work of the site will be arranged by CWC at the site to the staff deployed by the bidder. The staff provided by the bidder need to have the capacity to understand the procedures and method of collection Hydrometeorological data at the site.

The persons provided by the bidder should follow the safety and security instructions and use safety devices while carrying out the duties and discharging their responsibilities.

# 21.0 Payment Terms:

No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer every Calendar month within 10 days after obtaining the Bill in triplicate from the agency through concerned subdivision. TDS and other taxes as applicable will be deducted from every bill.

# 22.0 Labour Laws to be complied:

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

## 23.0 Payment of wages:

- The contractor shall make payments to the semi-skilled workers before 10th of the succeeding month and shall produce documentary proof showing that the payments due to the semi-skilled workers, including details of deposit made against ESI, EPF etc. is paid before 10th of the succeeding month. In case the contractor fails to pay by 10th of the succeeding month to the semi-skilled worker, the contract will be terminated and the performance guarantee will be fortified. In such cases, if the semi-skilled worker deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the semi-skilled workers as per the contract agreement till such time the department wishes to continue the work.
- ii) Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

# 24.0 Removal of Contractor's Employee:

The Employer may require the contractor to dismiss or remove semi-skilled worker employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the semi-skilled workers can be terminated by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a semi-skilled worker, the contractor should provide substitute within 5 days.

# 25.0 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.

#### 26.0 Contract Period:

The contract is for a period from 01/09/2016 to 15/11/2016. However, if required, the contract can be extended further on mutually acceptable terms.

# 27.0 Working hours:

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

# SECTION – IV SPECIFICATIONS

#### 1.0 **INTRODUCTION**:

This section defines the scope of work and contractual obligations for Providing Semi-skilled man power Services for collection of Hydro-meteorological data at CWC Hydro-meteorological sites Under Wainganga Division, CWC, Nagpur and its Sub-Divisions viz: Upper Wainganga, Sub-Division, CWC, Nagpur, Lower Wainganga, Sub-Division, CWC, Chandrapur, Wardha Sub-Division, CWC, Chandrapur, Penganga Sub-Division, CWC, Yavatmal during the Monsoon-2016 for a period from 01/09/2016 to 15/11/2016.

Wainganga Division, CWC, Nagpur under the control of Monitoring Central Organization is engaged in collection of Hydrological and Meteorological data and in flood forecasting activities in Wainganga Sub- Basin. The Division is maintaining G&D sites and Wireless sites in the states of Maharashtra / Madhya Pradesh / Telangana. In order to collect the hydrological data and maintaining the sites, it is proposed to provide man power assistance at the following sites.

# REQUIREMENT OF ADDITIONAL STAFF FOR EXISTING SITES UNDER WD (2016-17) WAINGANGA DIVISION, CWC, NAGPUR

SI.No.	Name Of Site	State	District	Туре	River	Recommended for deployment
SI.INO.	Name of Site	State	District	Туре	Kivei	Monsoon
1	2	3	4	5	6	7
			WAINGANGA S SION, NAGPUR	UB		
1	Ramakona	MP	Chindwada	GDSQ&WL	Kanhan	3
2	Satrapur	МН	Nagpur	GDSQ&WL	Kanhan	2
3	Keolari	MP	Seoni	GDSQ&WL	Wainganga	4
4	Kumhari	MP	Balaghat	GDSQ	Wainganga	4
5	Rajegaon	MP	Balaghat	GDSQ&WL	Bagh	3
6	Salebardi	МН	Bhandara	GD	Chulband	2
7	Bhandara	МН	Bhandara	G&WL&FF	Wainganga	1
8	Balaghat	MP	Balaghat	G&WL	Wainganga	2
9	Chikhali	MH	Bhandara	G&WL	Bawanthadi	3
	•	•	•	•	Sub Total	24

	LOWER W					
10	Tekra	МН	Gadchiroli	GDSQ&WL	Pranhita	4
11	Pauni	МН	Bhandara	GQ&WL&FF	Wainganga	1
12	Ashti	МН	Gadchiroli	GDSQ&WL	Wainganga	2
13	Mirdapalli	МН	Chandrapur	G	Indravati	2
14	Wairagarh	МН	Gadchiroli	GD	Khobragadi	2
	•	•			Sub Total	11
	WA	RDHA SUB D	IVISION, CHAN	DRAPUR		
15	Ghugus	МН	Chandrapur	G&WL	Wardha	1
16	Sirpur	pur Telangana Adilabad GDSC		GDSQ	Wardha	3
17	Bamini	MH Chandrapur (		GDSQ&WL	Wardha	4
18	Rajoli	МН	Chandrapur	GD	Mul	3
19	Bhatpalli	Telanagana Adilabad GDS		GDSQ&WL	Pedavagu	4
					Sub Total	15
	PEI	NGANGA SUE	B DIVISION, YA	VATMAL		
20	Hivra	МН	Wardha	GDSQ&WL	Wardha	3
21	Nandgaon	МН	Wardha	GDSQ&WL	Wunna	4
22	P G Bridge	МН	Yavatmal	GDSQ&WL	Penganga	3
23	Mangrul	МН	Yavatmal	GD	Aran	3
24	Kanergaon	МН	Hingoli	GD	Penganga	2
					Sub Total	15
			Total			65

<sup>\*</sup> No. of semi-skilled workers may vary with the actual requirement

The bidder can visit any of the above sites under intimation to the Executive Engineer/concerned Sub divisional Engineer, to get acquainted with the functions of site.

# 2.0 The Details of work to be performed by the bidder

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

S. No.	Category of labour/Post	Qualification	Age	Description of the work
1	Semi-skilled Workers	8 <sup>th</sup> standard pass. The candidates must know how to swim in rivers. Must be physically fit.	Not below 18 Years	Helping in hydro- meteorological observation works which includes gauge and discharge observations, rainfall data and meteorological data, moving and positioning of boat, winch operations, all maintenance works, like, fixing of various equipment, installation, cleaning, painting, greasing, recording works, watch and ward of site office etc. as per requirement at gauge stations.

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

# SECTION – V TERMS AND CONDITIONS

- a) The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. If, any incident / accident occur during the duty period, the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
- b) The agency shall work under the control of the Executive Engineer, Wainganga Division, CWC, Nagpur and its Sub-Divisions viz: Sub-Divisional Engineer, Upper Wainganga, Sub-division, CWC, Nagpur, Sub-Divisional Engineer, Lower Wainganga, Sub-division, CWC, Chandrapur, Sub-Divisional Engineer, Wardha Sub-division, CWC, Chandrapur, & Sub-Divisional Engineer, Penganga Sub-division, CWC, Yavatmal or his representative
- c) This is purely a temporary arrangement which can be terminated on mutual basis at any time without assigning any reasons by serving one-month notice. And no claim by engaged personals for Government service in future will be entertained.
- d) The quantity indicated under schedule of work is tentative which can be increased or decreased.

#### TERMS AND CONDITIONS:

- T&C No.1 : The "Agency" shall be responsible for any loss/damage/theft/accident of any type due to the irresponsible/negligence of semi-skilled worker, deployed by the "Agency" during their duty and the "Authority" has the right to recover full loss of such amount from the "Agency".
- T&C No.2 : The "Agency" shall be responsible for the protection of Govt. property while on duty. In the event of any accident the Agency shall indemnify the department from any liability arising out of dispute with their party or legal matters.
- T&C No.3 : In case of any litigation due to the accident the agency shall handle at its own cost and in the event of the department happens to incur any expenditure towards litigation, the same shall be recovered from the agency.
- T&C No.4 : No advance payment shall be made. However the payment shall be

released only after the end of every month provided the services are satisfactory. Payment will be made within 15 days on receipt of the bill in triplicate by A/c payee cheque on State Bank of India, Nagpur.

T&C No.5 : The "Authority" is not responsible for death/injury sustained to the semi-skilled worker during the performance of their duties and also for any damage or compensation due to any dispute between the 'Agency' and its semi-skilled worker. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the "Agency". The "Agency" will be responsible for the payment of compensation, if any.

T&C No.6 : The "Authority" reserves the rights to extend/reduce the period of contract without assigning any reasons.

T&C No.7 : The "Agency" shall register themselves in the labour enforcement Departments and should deal with the labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) Act, 1970, contract labour (Regulation and Abolition) Central Rules 1971 and child labour (Prohibition and Regulation) Act, 1986. Nothing extra shall be paid on this account.

T&C No.8 : In case of any dispute, the decision of the "Authority" will be final and binding.

T&C No.9 : In case it is noticed by the "Authority" that the work carried out by the "Agency" is not up to the mark/required standard, 7 days written notice will be given to the "Agency", warning the inefficient state of work and asking "Agency" to improve upon the standard with in this period. In the event of finding that there is no improvement and the work is not being carried out as per instruction of "Authority" the contract shall be terminated by giving 24 hours notice.

T&CNo.10 : The "Agency" shall arrange equipment like uniform, name badge, etc. required if any for the work at its own cost.

T&CNo.11 : Safety measures are mandatory for the workers engaged in hydrological observation/ various works of this Division. All necessary arrangements will be made by the 'Agency' itself.

T&CNo.12 : The "Agency" shall work under the control of the "Authority" or his authorized

representative.

T&CNo.13 : The "Agency" shall be responsible for the conduct, behavior and for the fidelity of the semi-skilled worker employed by it.

T&CNo.14 : The department reserves the right to terminate the services of any deployed semi-skilled worker without standing any reason at any time or ask for the replacement semi-skilled worker.

T&CNo.15 : If semi-skilled worker is found in drunken state or found misbehaving while on duty or unfit for duty, such semi-skilled worker shall be replaced immediately at the absolute discretion of "Authority" or his representative.

T&CNo.16 : Twice the amount would be deducted from the bill for willful absent period.

T&CNo.17 : Semi-skilled worker engaged by the "Agency" shall not be paid less than minimum wages fixed by Government from time to time.

T&CNo.18: The 'Agency' will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Division. However, a certificate supported by documentary proof that the 'Agency' is paying at least minimum wages to the engaged persons and also depositing the PF, ESI etc. as per the rates fixed by the competent authority has to be submitted to the 'Authority', if asked for.

T&CNo.19 : The semi- skilled worker of the "Agency" shall also be registered with ESI.

T&CNo.20 : For any breach of conditions mentioned above, the "Authority" shall have absolute power to with hold such amount from the claim of the "Agency", which he finds suitable to compensate damages/risk caused by negligence of its personnel.

T&CNo.21 : The "Agency" shall provide Identity Card to the semi- skilled worker on duty.

T&CNo.22 : If the duty of the semi-skilled worker required beyond the duty hours (8 hours), he will be bound to perform the duty without paying any money for the extra duty, however he will be compensated by, as a compensatory leave for performing extra duty on location station on any other day as directed by the Authority.

- T&CNo.23 : The "Agency" shall maintain a register of the attendance at office in order to have record of the semi-skilled worker on duty.
- T&CNo.24 : Any other rules of CPWD codes and its amendment and the order of the CWC (HQs) from New Delhi as applicable will be binding on the for this deal.
- T&CNo.25 : The department reserves the right to test and interview the semi-skilled worker before engagement.
- T&CNo.26 : The persons deployed for semi-skilled worker by the agency should have attained the minimum age of 18 years.
- T&CNo.27 : The "Agency" shall disburse wages to its employees on or before 7<sup>th</sup> day of the succeeding month to the month in respect whereof wages are payable irrespective of fact whether it has received amount of consideration from the department or not.
- T&CNo.28 : The "Agency" shall be solely responsible for any compensation, penalty or any other expense, which may be imposed by the authority for failure in complying with any of the statutory requirement. The Agency indemnifies the Authority for any damage/penalty/cost or any obligation, which the Authority may sustain or incur on account of failure or alleged failure on the part of the contractor for such compliances.
- T&CNo.29 : The "Authority" has a right to terminate the agreement without notice in case the Agency fails to comply with any of the provisions of this agreement or does not provide the services to the satisfaction of the Authority.
- T&CNo.30 : In the normal course the "Authority" can terminate the agreement by giving the one month notice and the Agency can terminate the agreement by giving two months notice subject to the acceptance of the notice by the authority. This shall be without prejudice to its right to terminate this agreement forthwith without assigning any reason of termination.;

#### **General Terms and Conditions:-**

T&CNo.31 : The rates should be quoted for wages, % of PF, ESI, service charge and service tax etc. separately so that the employees of the firm should get the benefit as per labour rule. Quotations received quoting rates less then labour rates, service charge, PF, ESI, service tax etc. fixed by the

Department of Labour and Employment will be rejected.

T&CNo.32 : Only sealed tenderer shall be accepted and No tender sent by Fax or E-mail will be considered.

T&CNo.33 : Duly signed tender should be submitted on the proper letter Pads of the agencies. The tender must be signed by the proprietor or by a person who is holding power of attorney authorizing him to do so, and that person may be called for signing agreement of acceptance.

T&CNo.34 : The rate should be clearly mentioned in figures as well as in words.

T&CNo.35 : Rate offered by the agencies should be valid for a period of 1 (one) year from the date of acceptance/issue of order and quotation should be valid for 60 days for processing.

T&CNo.36 : No additional charge will be paid over and above the quoted rates by the "Agency" and the "Authority" shall not pay any extra on account of provident fund, gratuity, paid holidays, weekly off, relieving charges, medical charges, insurance charges etc. to the agency or any person employed by them. However escalation as per approved rate for minimum wages or emended time to time by the Central Labour Commissioner is liable to be paid in addition to the quoted rates for minimum wages only. No additional service charge will be paid on the revised escalated rates for minimum wages.

T&CNo.37 : The undersigned reserves the right to accept/reject all or any of the tender(s) without assigning any reasons.

T&CNo.38 : Canvassing in any form will be treated as disqualification.

T&CNo.39 : The tenders should submit a list of customers for whom they are providing the manpower services in support of their experience. However, the said condition **can be relaxed** as per Govt. Policy for Small & Micro industries subject to submission of Registration certificates & notifications issued by Govt. of India.

T&CNo.40 : Withdrawal of tenders will not be entertained after quotation has been opened. Any agency, which indulges in withdrawal, shall be black listed.

T&CNo.41 : The order shall be given for two & half months only with effect from signing the agreement onwards at the first instance.

T&CNo.42 : The tender shall be accompanied by earnest money of Rs.61,670/-. The contractor/firm shall have to deposit an amount of Rs.61,670/- (Rupees Sixty one thousand six hundred seventy only) as earnest money (Bid security) by Demand Draft of scheduled Bank in favour of Executive Engineer, Wainganga Division, CWC, Nagpur payable at Nagpur or by cash with the cashier of this office and the receipt be attached, with placed in the separate envelope meant for earnest money. Both the envelope shall be submitted together in the sealed envelope. Quotation of only those contractor/firm shall be opened whose earnest money placed in the other envelope is found to be in order. The earnest money of the unsuccessful quotationers shall be refunded. The earnest money of the successful quotationers is liable to be forfeited in case, not carrying the work on award. Quotation without proper EMD or EMD in other form shall be rejected and rates will not be read out.

EMD exemptions as per Govt. Policy for Small & Micro industries will be provided subject to submission of Registration certificates & notifications issued by Govt. of India.

T&CNo.43 : The contractor shall have to deposit 5% of the amount of the tendered value in the form of performance guarantee in favour of Executive Engineer, Wainganga Division, Central Water Commission, Nagpur on receipt of letter of acceptance. Security deposit is liable to be deducted from the running bill @ 10% till total amount of security deposit and performance guarantee achieves 10% of the contract value.

#### TERMINATION OF CONTRACT:

- 1. Executive Engineer, Wainganga Division, CWC, Nagpur reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, Wainganga Division, CWC, Nagpur shall forfeit the Security Deposit. Also if the contractor fails to carry out the work satisfactorily under this contract, the Executive Engineer, Wainganga Division, CWC, Nagpur, may, at his discretion, get the work done by another party or parties at contractor's risk and cost, without prejudice to the government's right under terms and conditions of this contract and any extra expenditure involved in this regard, shall be recovered from contractor but the contractor shall not however be entitled to any saving on this account.
- 2. Executive Engineer, Wainganga Division, CWC, Nagpur reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the

conditions mentioned in the tender and that decision of the CWC in this regard shall be final and binding on the contractor.

#### **ARBITRATION**

The Sub Section V "Arbitration and laws etc." of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms & conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the Chief Engineer, MCO, CWC, NAGPUR in respect of the contracts entered for and on behalf of the President of India. The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, Chief Engineer, MCO, CWC, NAGPUR as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Chief Engineer, MCO, CWC, NAGPUR, as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

## SUB CONTRACTS:

Subletting of the whole or any party of work is not permissible.

# PART-1 Technical Information and undertakings

1.	Name of the Tenderer/Concern:
2.	Address (with Tel. & Mob. No.):
3.	Registration Number of Tenderer/Concern
	(Attested photo copy of registration should be attached)
4.	PAN Number of Tenderer/Concern:
	(Attested copy should be attached)
	Service Tax No. of Tenderer/Concern:
5.	Demand draft No Dated from bank name
	Amounting to Rs.61670/- as Earnest Money Deposit.
	OR
	In case of Earnest Money Deposit being deposited in cash the Cash receipt
	number dated issued and duly signed by the EE,
	Wainganga Division, CWC, Nagpur.r
	(Photocopy of registration book should be attached)
6.	Whether each page of NIT and its Annexure have been signed and stamped
٠.	YES/NO
_	

- 7. List of Important Organizations with address and Telephone number to whom same services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer) However, the above condition can be relaxed as per Govt. Policy for Small & Micro industries subject to submission of

Registration certificates & notifications issued by Govt. of India.

9. Bank Account Number Bank Branch Code

8. Contact Address of the firm etc. at Nagpur, if any

Name of bank Branch Address

(Preferably SBI)

10. Any other information important in the opinion of the tenderer.

Dated: (Dated Signature of Tenderer)

At: (With stamps of the firm)

## **UNDERTAKING**

- 1. I/We undertake that I/we have carefully studied all the Specifications, terms and conditions, general information and instructions and understood the parameters of the proposed work of the Executive Engineer, Wainganga, CWC, Nagpur and shall abide by them.
- 2. I/We hereby certify that none of my relative(s) is/are employed in the Central Water Commission.
- 3. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Dated:

At:

(Dated Signature of Tenderer) (with stamps of the firm)

# PART-2 <u>SCHEDULE OF WORK FOR SEMI-SKILLED</u> WORKER

SI.NO	Description works	Rate per person per month	Total Amount In In Words Figures			
1	2	3	4	5	6	7
	Providing of Semi-skilled Personnel to assist departmental staff for Collection of Hydrometeoro- logical data at CWC Hydrometrological sites on Pranhita river Basin during Monsoon2016.		65 nos. for 2.5 months			
a.	Basic Wage per month					
b.	EPF on Basic Wage					
C.	Workmen Compensation Insurance on basic wages					
d.	Contractors profit/ service charges					
e.	Taxes as applicable					
(i)	Services Tax @ 14 %					
	Swachh Bharat Cess @ 0.5%					
(iii)	Krishi Kalyan Cess (0.5%					
	Total					

# Note:

- The rate quoted at column No.5 for Item (a), shall not be less than the <u>Minimum wages of Maharashtra for Semi-skilled personnel (Engineering Industry).</u>
- 2. Quoting of rates in Column-5 for items (a) to (e) is mandatory.
- 3. The rates of EPF, WCI 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/WCI/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 Rs	o carry out of	the work as per NIT for a total contract price of
(Rupees period from		) a
	to	as per the terms and conditions of the contract,
Date:		Signature of authorized person with seal With full address & Contact.

# **LETTER OF ACCEPTANCE**

To:
(name and address of the contractor)
Dear Sir,
This is to notify that your bid dated for providing the Semi-skilled Workers at various sites under Sub Divisions namely Upper Wainganga, Sub-Division, CWC, Nagpur, Lower Wainganga, Sub-Division, CWC, Chandrapur, Wardha Sub-Division, CWC, Chandrapur, Penganga Sub-Division, CWC, Yavatmal, for the Contract Price of Rupees (amount in words and figures ) is hereby accepted by the under signed.
You are hereby requested to furnish performance Security of Rs
Please acknowledge the receipt.  Yours faithfully,
Executive Engineer WD, CWC, Nagpur

# ISSUE OF NOTICE TO PROCEED WITH THE WORKS

То	_(name and address of the contractors)
Dear Sirs,	_
	te security of Rs and signing of workers at various sites under EE, WD, for a Bid
Price of Rs.	, you are hereby instructed to provideworkers at the sites specified and in accordance
with the contract documents.	womers at the ches specified and in accordance
	Yours faithfully,
	Executive Engineer WD, CWC, Nagpur

# **CONTRACT/AGREEMENT FORM**

This	Со	ntrac	t m	ade									of							to
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# BANK GURANTEE FORM FOR PERFORMANCE SECURITY

To	(Name o	f Emplo	yer)		
		(Address	of Emp	oloyer)	
WHEREAS Contractor)		(name	and	address	of
(hereafter called "the Contra	actor") has under taken, i No	•			
date	to	,		exe	cute
(Name of the Contract and AND WHERAS we have a THREEFORE we hereby a behalf of the in the types and proportions	agreed to give the contract affirm that we are the gucontractor, up	ctor such a Buarantor and reto (amount (in words) such e contract Pr	eank Gurespons a of ch sum ice is p	uarantee; N lible to you, total guaran being paya ayable, and	on of tee) able we
undertake to pay you, upon sum or sums within the lim of guarantee) as aforesaid for your demand for the su demanding the said debt from	nits of without your needing to p um specified therein. We	prove or to sho hereby waive	ow groue the ne	(amounds or reasecessity of y	ount sons
We further agree that no contract or of the works to be which may be made between any liability under this guaraddition or modification.	pe performed there under een you and the contract	or of and of the or shall in any	he cont	ract docume elease us f	ents
This guarantee shall be vali	id upto				
Signature and seal of the G	uarantor				
Name of the Bank					
Address					
Date					

# GOVERNMENT OF INDIA CENTRAL WATER COMMISSION

STATE : MAHARASHTRA

BRANCH : MONITORING CENTRAL ORGANIZATION

CIRCLE : MONITORING CENTRAL ORGANIZATION, CWC,NAGPUR

DIVISION : WAINGANGA DIVISION, NAGPUR

SUB-DIVISION : --

## ITEM RATE TENDER & CONTRACT FOR WORKS

(A) TENDER FOR THE WORK OF : Providing Semi-skilled man power Services for

collection of Hydro-meteorological data at CWC Hydro-meteorological sites under Wainganga Division, CWC, Nagpur during the Monsoon-2016.

- (i) To be submitted by 1500 hours on **29.08.2016** to the Executive Engineer, Wainganga Division, Central Water Commission, Nagpur.
- (ii) To be opened in presence of tenderer who may be present at 1530 hours of **29.08.2015** in the office of the Executive Engineer, Wainganga Division, Central Water Commission, Nagpur.

Issued to	
(CONTRACTOR)	
Signature of officer issuing the documents	
Designation: Executive Engineer, Wainganga Division, Central Water Commissior Nagpur.	١,
Date of Issue:	

# Annex-I

# REQUIREMENT OF ADDITIONAL STAFF FOR EXISTING SITES UNDER WAINGANGA DIVISION (2016-17)

# WAINGANGA DIVISION, CWC, NAGPUR

SI.No.	Name Of Site	State	District	Туре	River	Recommended for deployment during Monsoon
1	2	3	4 WAINGANGA S	5	6	7
1	Ramakona	MP	Chindwada	GDSQ&WL	Kanhan	3
-	Satrapur	MH	Nagpur	GDSQ&WL	Kanhan	2
2	Keolari	MP	Seoni	GDSQ&WL	Wainganga	
3	Keolali	IVIP	Seoni	ODSQ&WL	w aniganga	4
4	Kumhari	MP	Balaghat	GDSQ	Wainganga	4
5	Rajegaon	MP	Balaghat	GDSQ&WL	Bagh	3
6	Salebardi	MH	Bhandara	GD	Chulband	2
7	Bhandara	МН	Bhandara	G&WL&FF	Wainganga	1
8	Balaghat	MP	Balaghat	G&WL	Wainganga	2
9	Chikhali	MH	Bhandara	G&WL	Bawanthadi	3
					Sub Total	24
	LOWER WA					
10	Tekra	МН	Gadchiroli	GDSQ&WL	Pranhita	4
11	Pauni	МН	Bhandara	GQ&WL&FF	Wainganga	1
12	Ashti	МН	Gadchiroli	GDSQ&WL	Wainganga	2
13	Mirdapalli	МН	Chandrapur	G	Indravati	2
14	Wairagarh	МН	Gadchiroli	GD	Khobragadi	2
		11				

	WA					
15	Ghugus	МН	Chandrapur	G&WL	Wardha	1
16	Sirpur	Telangana	Adilabad	GDSQ	Wardha	3
17	Bamini	МН	Chandrapur	GDSQ&WL	Wardha	4
18	Rajoli	МН	Chandrapur	GD	Mul	3
19	Bhatpalli	Telanagana	Adilabad	GDSQ&WL	Pedavagu	4
		15				
	PE					
20	Hivra	MH	Wardha	GDSQ&WL	Wardha	
						3
21	Nandgaon	MH	Wardha	GDSQ&WL	Wunna	4
22	P G Bridge	МН	Yavatmal	GDSQ&WL	Penganga	3
23	Mangrul	МН	Yavatmal	GD	Aran	3
24	Kanergaon	МН	Hingoli	GD	Penganga	2
		15				
			Total			65

<sup>\*</sup> No. of semi-skilled workers may vary with the actual requirement