GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

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

EXECUTIVE ENGINEER
UPPER KRISHNA DIVISION
CENTRAL WATER COMMISSION
PUNE

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भारत सरकार
Government of India
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Central Water Commission
ऊपरी कृष्णा मंडल
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संख्या: ऊकृमं/ए-11017/बाहरी स्त्रोत/2015/2603-13 दिनांक: 16/06/2015

NOTICE INVITING TENDER

Sealed Tenders under two envelop system are invited on behalf of President of India from the Manpower Service providing Agencies/Firms having valid Registration Certificate (s) of EPF, ESI, Regional Labour Commissioner experience certificate of at least two years towards providing Man Power Services to Government/Semi Government offices on the terms and conditions mentioned below:

Sl no	Name of work	No. of personnel required	Period of contract	Estimated Amount*
1	Providing Semi-skilled man power Services for collection of Hydro meteorological data at CWC Hydro-meteorological sites on Krishna and west flowing river basins during the year 2015-16 (List of sites enclosed at (Annexure-VIII).	53	4 months	35,77,000/-
		11	2 months	
		8	5 months	

* Inclusive of all liabilities and taxes as applicable.

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

Sl. no	Address	Duty period / Qualification	Nature of Duties to be Performed
1.	At various sites under control of O/o the Executive Engineer, UKD, CWC, Pune	Round the clock (8Hrs duty) 8th standard pass with swimming knowledge in rivers and physically fit. 18-45 years of age.	To assist the departmental staff in Hydrological observation works which includes gauge and discharge observation work, rainfall data and meteorological data, moving and positioning of boat, winch operation, all maintenance works, like fixing of various equipment, installation, cleaning, painting, greasing, recording work, watch and ward of site office W/L operation etc. as per requirement of various hydro-metrological station in Krishna & west flowing river basin (As per the list enclosed)

Note: The above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per the instructions of Executive Engineer, Upper Krishna Division, Central Water Commission, 2nd Floor, NWA Complax, Khadakwasla RS., Pune or his representative.

2.0. Terms & conditions:

2.1. The Tenders should be submitted in two sealed covers. The first sealed cover should be superscripted as "**Technical Bid**" and should contain the proforma (Annexure–I), dully filled in **along with required attested copies of enclosures.** The second sealed cover super scribed "**Financial Bid**" should contain only rates (Annexure-II) which are to be quoted per monthly basis. Both the sealed covers should be placed in a sealed envelope superscribed **"Tender for Providing Semi skilled personnel for carrying out Hydrological observation at various location"** due for opening on **01.07.2015 at 15.00 hrs.** This sealed Tender should be addressed to the **Executive Engineer, Upper Krishna Division, CWC, "2nd floor, NWA Complax, Kirkitwadi, Khadakwasla RS. Pune-411024 (Maharashtra)** and reach this office on or before **01.07.2015.** by **14.00 hrs.** The tenders received after the due date & time will not be entertained.

2.2. The Tenders received will be opened on the same day i.e. on **01.07.2015** at **15.00 hrs** in the presence of Bidders or their representatives, if present. Firstly, the technical bid will be opened. After evaluation of the technical bids, the date and time of opening of financial bids will be intimated to the responsive bidders. Incomplete and conditional tenders shall not be accepted.

2.3. Tender documents available for sale @ Rs.500/- each by cash at O/o Executive Engineer, UKD, CWC, Room 2nd floor, NWA Complax, Kirkitwadi, Khadakwasla RS. Pune-411024 (Maharashtra) from **18.06.2015 to 30.06.2015** during office hours except Sundays & G. Holidays. The tender document can also be obtained from websites @ www.eprocure.gov.in & www.kgbo-cwc.ap.nic.in . A fee of Rs.500.00 towards the cost of the tender document may be enclosed in the form of demand draft drawn on SBI, Treasury Branch, Pune in favour of Executive Engineer, UKD, CWC, Pune along with the tender, if the tender document is downloaded from web site.

2.4. The rate quoted by the Firm/agency shall be **inclusive of monthly wages, Employees Provident Fund, ESI/Insurance and all other benefits as** per rules & regulations in force the tender. If any tenderer quotes the rate less than the wages of relevant category of the Minimum Wage Act, the bid will be summarily rejected. The rates shall be quoted in Indian Rupee only.

2.5. **EMD** @ 2 % of the **Estimated amount** of the work i.e. Rs. 71540.00 (Rupees Seventy one thousand five hundred forty only) shall be enclosed in the form of demand draft drawn in favour of the Executive Engineer, Upper Krishna Division, CWC, Pune payable at Pune. 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.

2.6. Performance guarantee & Security Deposit:

2.6.1. **Performance guarantee:** The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as **Performance Guarantee** in the form of DD/Bank Guarantee /

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

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

2.7. The contract for providing/supply of manpower services will be 53 nos. for 4 months, 11 nos. for 2 months and 8 nos. for 5 months.

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

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

2.10. The right to reject any quotation or all the quotations, without assigning any reason thereof, rests with the Executive Engineer, Upper Krishna Division, CWC, Pune.

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

2.12. To assist in the examination, evaluation and of bids, the Employer may at its discretion, ask any bidders for clarification of its bid and may ask for original documents as per requirement. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids. Each page of tender document should be signed by the bidder.

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

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

2.15. The employer shall be awarded to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period.

The letter of the bid acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.

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

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

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

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

a. Name of the company.
b. Annual contract for Technical Manpower Outsourcing Services
c. Authority No. & Date
d. Date of commencement of the contract.
e. Wage Bill for the month _____
f. Bill No._____ & Date _____

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

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

2.18.1. Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.

2.18.2. The contractor will certify on the bill that the monthly wage bill of all categories of contractual employees deployed by him is complete and no person has been left and no supplementary bill will be submitted thereafter.

2.18.3. No person(s) has/have been engaged on contract basis in this office without the prior approval of the Executive Engineer or any authorized person.

2.18.4. A spare/attested copy of bank scroll/bank challans as a documentary proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this office along with the bill for wages for the next month.

2.19. The contractor should produce documentary proof of payment to this department separately **i.e. minimum wages including details of deposit made against ESI (Employee and Employer contribution), EPF (Employee and Employer contribution) etc. is to be paid before 7th of the succeeding month.** In case the contractor fails to pay by 7th of the succeeding month to the personnel, the provisions of Cl 2.20 will be applicable. In such cases if the Outsourcing personnel deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the contract personnel as per the contract agreement till such time the department wishes to continue the work. The Contractor shall be responsible for payment of wages and allowances as per Minimum Wages issued by Department of Labour and Employment, Govt, of India for Maharastra State and variance in Special allowance / VDA will be applicable as and when the appropriate Government notifies it and all other statutory dues to the persons employed by him for providing the contractor. (No intermediate/advance payment shall be made for work.) **No additional payment will be paid to the agency other than contract amount. Except in the case of price variation mentioned in cl 2.41.**

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

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

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

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

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

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

2.23. The contract is for a period of 4/2/5 months from the date from which the order is issued, however if the Department wishes, the contract can be extended for further periods on mutually acceptable terms. The contract may be terminated at any time by the undersigned with one month notice. The undersigned reserves rights to reduce the contract period without assigning any reasons. The number of outsourcing personnel to be employed may increase or decrease.

2.24. The Department will not be responsible for any injury sustained to the agency personnel during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made by the agency. If any incident happens during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage /compensation as per the latest acts in force.

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

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

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

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

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

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

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

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

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

2.34. Any terms &conditions imposed by Central Water Commission head quarter New Delhi from time to time are liable to be implemented by the agency.

2.35. The "agency "shall be solely responsible for any compensation, penalty or any other expense which may be imposed by authority for failure in complying with any of the statutory requirement. The agency indemnifies the "authority" for any damage/penalty /cost or any other obligation which the "authority "may sustain or incur on account of failure or alleged failure on the parts of the contractor for such compliance.

2.36. The successful bidder will enter into an agreement with this office for supply of suitable manpower as per requirement of this office on the terms and conditions on Non-Judicial Rs.100/- stamp paper. The above stamp paper will be arranged by bidder. The agreement will be valid for one year from the date of commencement of work. The service charges / rates quoted by the contractor shall be fixed for a period of one year. No request for any change, modification shall be entertained before expiry of the contract period.

2.37. The contractor shall not assign, transfer, pledge or sub contract of the work without the prior written consent of this office.

2.38. Any legal dispute will be subject to jurisdiction of Pune Courts only and no other court shall have the jurisdiction.

2.39. Corrupt and fraudulent practices:

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

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

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

2.39.1.2. Fraudulent Practice means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among bidders(prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.

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

2.40. Display of notice regarding wages etc.

Before commencement of work, the contractor shall display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payment of wages and other relevant Information.

2.41. Price Basis/Variations:

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

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

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

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

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

Prices quoted by the tenderers should be inclusive of all taxes except Service Tax(reimbursable on actual as per prevailing rates)

2.42. Evaluation Criteria:

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

3.0. GENERAL CONDITIONS OF CONTRACT

3.1. PAYMENT OF WAGES

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

Explanation – "Fair wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so

notified the wages prescribed by the CWC for the district in which the work is done.

3.1.2. The contractor shall not withstanding the provision of any contract to the contrary, cause to be paid a fair wage to personnel directly/indirectly engaged on the work, as if including any personnel engaged by his sub-contractors in connection with the said work, as if the personnel had been immediately employed by firm.

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

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

3.1.5. Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages issued by Department of Labour and Employment, Govt, of India for Maharastra State from time to time, the contractor is bound to allow or cause to be allowed to the personnel directly or indirectly employed in the works one day's rest of six days continuous work and pay wages at the same rates as for duty. In the event of default the Executive Engineer or Sub-divisional officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any personnel and pay the same to the persons entitled thereto, from any money due to contractor by Executive Engineer concerned.

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

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

3.2. REGISTRATION WITH OTHER DEPARTMENTS

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

3.3. RECOVERY OF THE PAYMENTS

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

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

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

3.4. TERMINATION OF THE CONTRACT

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

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

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

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

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

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

3.4.6. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Executive Engineer.

3.4.7. If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

3.4.8. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

3.4.9. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

3.4.10. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

If the contractor assigns, transfers, sublets or otherwise parts with the entire works or any portion thereof without the prior written approval of the Executive Engineer. When the contractor has made himself liable for action under any of the cases aforesaid, the Executive Engineer on behalf of the President of India shall have powers:

3.4.10.1. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence). Upon such

determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

3.4.10.2. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Executive Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

3.5. EMPLOYMENT OF PERSONNEL:

3.5.1. The contractor shall employ his own personnel; behavior of personnel shall in no way be detrimental to the CWC Administration. The contractor shall for the purpose of fulfilling the obligations under this agreement provide personnel of good character, physically fit, well behaved and skillful in their duties.

3.5.2. The contract personnel should wear a uniform. They will also have a photo identity card issued by the contractor with proper turnout so that they can be identified during their duty hours.

3.5.3. The contractor shall discharge from service any employee who in the opinion of CWC Administration, misconduct himself or is in any way unfit or unsuitable for the said premises. The decision of the Executive Engineer, Upper Krishna Division, CWC, Pune / Engineer in charge or his representative in this respect will be final and binding.

3.5.4. The persons deployed by the contractor should be efficient and physically fit.

3.5.5. The contractor shall at all times obey the lawful instructions given to him by the Executive Engineer, Upper Krishna Division, CWC, Pune or his representative, of such other personnel appointed/deputed by the CWC administration. Any infringements of any such instructions may render the contractor liable to be fined as per rules.

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

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

3.7. RESPONSIBILITY FOR COMPLAINCE WITH PROVISION OF EMPLOYMENT OF CHILDRENS ACT.

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

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

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

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

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

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

3.10. VERIFICATION OF ANTECEDENTS OF PERSONS EMPLOYED.

The contractor shall not in any capacity employ persons of bad character or any person whose antecedents are in doubt or who is on the police records as a bad character. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, and the place at which employed with his/her left/right hand rolled thump impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractors. Within 15 days from the award of contract.

3.11. PROHIBITION OF INTOXICATION WHILE ON DUTY

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

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

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

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

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

3.14. INDEMNIFICATION FOR LOSS/DAMAGES ETC.

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

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

3.15. COMPLIANCE OF SEMI SKILLED PERSONNEL LAWS ETC.

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

3.16. Contribution of EPF and ESI

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

3.17. FINE IMPOSED

In the event of the contractor(s) committing a default or breach of any of the provisions of the contract Contractor's Labor Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender.

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

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

3.18. MODE OF PAYMENT

The contractor shall pay the monthly Wages as per the schedule of rates issued by Department of Labour and Employment, Govt, of India for Maharashtra State to all the personals appointed under this contract. The contractor shall have to submit the bill in triplicate along with proof for the payment to the individual as mode of payment should be by bank only and all other recoveries made to the employees under this contract under minimum wage Act every month for arranging payment. Payments of the Personnel employed should be disbursed by 7th of every month. Failing which necessary action will be taken as deemed fit.

In prescribed format as given at clause2.18.

3.19. WITH HOLDING OF PAYMENT

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

3.20. PROHIBITION OF TRANSFER OF CONTRACT

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

3.21. SPECIAL CIRCUMSTANCES

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

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

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

3.23. BREACH OF CONDITIONS OF CONTRACT

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

(S.Balaiah)
Executive Engineer
UKD, CWC, Pune
E mail: ukdcwc@gmail.com

Copy forwarded for kind information to:

1. The Superintending Engineer, K&C Circle, CWC, Hyderabad with request to arrange to publish the same in CPP portal.
2. The Technical Manager, KGBO website, KGBO, CWC, Hyderabad for uploading the same on KGBO Web site
3. The SDE, UKSD-I/II/II, Kolhapur, Miraj, Mangaon, MKSD-I, Bagalkot, SWRSD-IV, Goa, BSD, Solapur for wide circulation.
4. The Account Branch, UKD, CWC, Pune with request to present at the time of opening of Tender.
5. The Junior Engineer (HQ), UKD, Pune.
6. Notice Board

Annexure -I

Name of Work: Providing Man Power services (providing 53 nos. for 4 months, 11 nos. for 2 months, and 8 nos. for 5 months.) Upper Krishna Division, Pune.

TECHNICAL BID

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

Signature of authorized person with seal

List of documents to be enclosed with the Technical Bid

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

FINANCIAL BID

Annexure-II

SCHEDULE OF WORK FOR SKILLED WORKER

Sl.NO	Description works	Basic wage	No. of persons required	Rate per person per month	Total Amount	
					In Figures	In Words
1	*2*	*3*	*4*	*5*	*6*	*7*
	Providing of Semi-Skilled personnel to assist departmental staff for collection of Hydrometrological data at CWC Hydrometrological sites on Krishna & west flowing river Basin during F.Year 2015-16.		53 nos. for 4 months			
			11 nos. for 2 months			
			8 nos. for 5 months			
a.	Basic Wage per month					
b.	EPF on Basic Wage					
c.	ESI on Basic Wage					
d.	Contractors profit/ service charges					
e.	Other Mandatory charges if any					
	Total					

Note:

1. The rate quoted at column No.5 for Item (a), shall not be less than the minimum wages notified by the Assistant labour commissioner, (Central), Pune.
2. Quoting of rates in Column-5 for items (a) to (e) is mandatory.
3. The rates of EPF, ESI etc., should be substantiated with the copies of the orders issued by the concerned departments.

I agree that incorrect furnishing of information and incorrect quoting of statutory payment like EPF/ESI/Service Tax / Income Tax and non furnishing of copies of documents / certificates shall render my tender liable for rejection and I agree that no claim shall be made by me on this account.

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

Date:

Signature of authorized person with seal
With full address & Contact.

Annexure-III

CERTIFICATE REGARDING NEAR RELATIVES

I ..... S/O ..... resident of ..... hereby certify that none of my near relative(s) as defined below is/are employed in Central Water Commission. In case at any stage, it is found that the information given by me is false/incorrect, CWC shall have absolute right to take any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

Annexure-IV

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

In case the tender document is downloaded from the web site a declaration in the following Performa has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website and no addition/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. ..... Dated .....for Rs..... towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false/ incorrect, CWC shall have the absolute right to take any action as deemed fit.without any prior intimation.

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION

1. I, _____Son / Daughter / Wife of Shri_____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /. we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

Certificate of Minimum wages to be submitted by the Tenderer

We M/s _____

R/o of _____ hereby certify that we comply with the minimum wages Act that are to be paid to the outsourcing personnel engaged by us as per the latest rate fixed by the concerned authorities while quoting the rates for the tender. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We also certified that we may comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Date: _____

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION CERTIFICATE

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

Date: _____

SIGNATURE OF THE TENDERER

WITH SEAL

Sl.No.	Name Of Site	State	District	Type	Basin	Requirement of outsourcing personnel		
						Monsoon (4 months)	Monsoon (2months)	Non-Monsoon (5months)
1	2	3	4	5	6	7	8	9
BHIMA SUB DIVISION, SOLAPUR								
1	Dhond	MAH	Pune	Gauge	Krishna	1		
2	Kokangaon	KAR	Bijapur	Gauge(s)	Krishna	2		
3	Narsingpur	MAH	Sholapur	GD	Krishna	2		
4	Phulgaon	MAH	Pune	GDSQ(S)	Krishna	2		
5	Sarati	MAH	Pune	GDSQ	Krishna	2		
6	Shirdhon	KAR	Bijapur	G	Krishna	1		
7	Takali	MAH	Sholapur	GDSQ	Krishna	4		
8	Wadakbal	MAH	Sholapur	GD	Krishna	3		
9	Pargaon	MAH	Pune	GD	Krishna	2		
					Total	19		
MIDDLE KRISHNA SUB DIVISION-I, BAGALKOT								
10	Cholachgudda	KAR	Bijapur	GDSQ(S)	Krishna	2		
11	Gokak fall	KAR	Belgaum	GDSQ(S)	Krishna	3		
12	Talikot	KAR	Bijapur	GD(S)	Krishna	1		
13	Mudhol	KAR	Bijapur	GD(S)	Krishna	1		
14	Navalgund	KAR	Dharad	G	Krishna	0		
15	Daddi	To be new opened site				-	3	2
16	Gotur	To be new opened site				-	3	2
					Sub Total	7		
UPPER KRISHNA SUB DIVISION-I, KOLHAPUR								
17	Karad	MAH	Satara	GDSQ	Krishna	1		
18	Warunji	MAH	Satara	GDSQ	Krishna	1		
19	Nivali	MAH	Ratnagiri	Gauge	Bav	1		
20	Vandur	To be new opened site					2	2
21	Koyananagar	To be new opened site					3	2
					Sub Total	3		
UPPER KRISHNA SUB DIVISION-II, MIRAJ								
22	Arjunwad	MAH	Kolhapur	GDSQ(S)	Krishna	2		
23	Kurundad	MAH	Kolhapur	GDSQ	Krishna	4		
24	Sadalga	KAR	Belgaum	GD(S)	Krishna	2		
25	Samdoli	MAH	Sangli	GDSQ(S)	Krishna	3		
26	Terwad	MAH	Kolhapur	GD(S)	Krishna	1		
					Sub Total	12		
UPPER KRISHNA SUB DIVISION-III, MANGAON								
27	Badalapur	MAH	Thane	GDSQ(S)	Ulhas	3		
28	Mangaon	MAH	Raigad	GDSQ(S)	Savitri	2		
29	Pen	MAH	Raigarh	GD	Bhoge-shwari	1		
30	Nagotahane	MAH	Raigarh	GD	Amba	1		
31	Mahad	MAH	Raigarh	GAUGE	Savitri	2		
					Sub Total	9		
SOUTH WESTERN RIVERS S/DIVISION-IV, GOA								
32	Anjanari	MAH	Ratnagiri	GD	Kajvi	1		
33	Collem	Goa	Collem	GD	Mandovi	0		
34	Ganjem	Goa	Ponda	GD	Mandovi	2		
35	Belne Bridge	MAH	Sindhudurg	GDQ	Gad	0		
					Sub Total	3		