



भारत सरकार  
जल संसाधन, नदी विकास  
और गंगा संरक्षण मंत्रालय  
केन्द्रीय जल आयोग



Government of India  
Ministry of Water Resources, River  
Development & Ganga Rejuvenation  
Central Water Commission

"JALASOUDHA",  
Jalahalli Post,  
Bengaluru-13.

No.CD/JE(Hqs)/43(7)/2018/ 952-54

Date: 19 JUN 2019

**NOTICE INVITING TENDER**

On behalf of the President of India, Executive Engineer, Cauvery Division, Central Water Commission, "Jalasoudha", Ground Floor, Jalahalli (Po), Bengaluru-560013 invites tender for the following works from eligible firms under **single bid system**.

<b>Tender No.</b>	:	<b>1/2019-20/CD/Bengaluru</b>
<b>Name of the work</b>	:	<b>Providing Semi Skilled Man Power Services for O/o The CE, MSO and Cauvery Division, Bengaluru for Monsoon 2019</b>
<b>Quantity</b>	:	<b>Semi Skilled - 16 Nos</b>
<b>Period of Contract</b>	:	<b>July 2019 to December 2019</b>
<b>Estimated cost</b>	:	<b>Rs. 24,30,240/-</b>
<b>Earnest Money Deposit</b>	:	<b>Rs. 48,600/-</b>
<b>Tender Fee</b>	:	<b>Rs. 500/-</b>

1. The Eligibility Criteria for technical bid is as follows:

- The firm should have registered to provide Man Power Assistance / labour services with labour departments of Central or State Government.
- The firm should have registered with EPF, ESI.
- The firm should have minimum 3 years experience from the date of registration in the business of providing man power assistance/labour services.
- The firm should have a valid service tax registration number and PAN number.
- Satisfactory Certificate for providing man power from any State / Central Government Office or PSU during the period 2016-19.

**The firm should enclose all documentary proof / evidence to substantiate the eligibility criteria given at a, b, c, d & e along with the tender document.**


- The NIT and tender can be downloaded from [www.cwc.gov.in](http://www.cwc.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). or can be collected from O/o The Executive Engineer, Cauvery Division, CWC, Bengaluru
- Tenders shall be submitted in offline mode to the O/o Executive Engineer, Cauvery Division, Central Water Commission, Ground floor, Jalahalli (PO), Bengaluru-560013 on production of cost of EMD & Tender fee as demand draft in favour of **Executive Engineer, Cauvery Division, CWC, Bengaluru payable at Bengaluru** on or before **1700 hrs on 27.06.2019**.
- The bid of the tenderers will be opened by the department on **28.06.2019 at 1030 hrs** in the presence of bidders/their authorised representatives.

5. The quantity of manpower indicated in the tender document is only tentative and this quantity may increase or decrease, even during the contract period also, as per the requirement of the department, without any change in unit price or other terms and conditions.
6. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
7. In case of a partnership, the agreement signed between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
8. One of the partners of the firm will be identified in the agreement as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
9. The bid shall include all the relevant documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents. Any additional information requested by the department during the course of evaluation of the technical bid shall be supplied within the time limits set by the department.
10. All tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
11. The tender shall be valid for a period of 30 days from opening date of the bid.

  
(श्रीहरी शेखर)/ (SHRIHARI SHEKHAR)  
अधिशाली अभियंता/Executive Engineer

प्रतिलिपी/ Copy to:

1. The Superintending Engineer, HO&CC, MSO, Bengaluru for kind information please.
2. The Accounts Branch, CD, CWC, Bengaluru.
3. Notice board

  
अधिशाली अभियंता/Executive Engineer



## TERMS AND CONDITIONS OF THE CONTRACT

### Introduction:

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and functioning in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. It also undertakes the investigations, construction and execution of any such schemes as required. Monitoring South Organization, Bengaluru under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Maharashtra, Goa & Karnataka. The data collected by the organization is extensively used for the water resources development, planning, management, research etc.

### 1. 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. **Bidder's signature is mandatory in each page of the tender document.**

### 2. Signing the tender :

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952(documents to be enclosed).

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

### 3. Contents of bidding documents:

The set of bidding document comprises the documents listed below

- a) Notice Inviting Tender
- b) EMD & Tender Fee
- c) Terms and Conditions of the contract
- d) Contract/Agreement form
- e) Schedule of work
- f) Performance Guarantee in the form of Bank Guarantee.

#### 4. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the department may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give 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.

#### 5. Language of the Bid:

All documents relating to the bid shall be in the English language or Regional language.

#### 6. Earnest Money Deposit:

The bidder shall furnish as part of its bid an EMD of **Rs 48,600/- (Rupees Forty eight thousand and six hundred only)** in the form of DD from any scheduled bank. The EMD shall be forfeited in the following cases:

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

#### 7. Security Deposit & Performance Guarantee:

The successful bidder shall furnish an amount equivalent to 10% of contract value as Security Deposit & Performance Guarantee in the form of Bank Guarantee from any scheduled bank in favour of **Executive Engineer, Cauvery Division, Central Water Commission payable at Bengaluru** within 15 days from issue of the letter of acceptance. **The Bank guarantee shall have validity for a period of 1 year.** The performance guarantee will be returned to the agency only after satisfactory completion of the work and proper settlement of EPF dues to the beneficiary. The performance guarantee will be forfeited in case of termination of the contract by the Department due to lapses in the settlement of EPF to the beneficiary.

#### 8. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialling, 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 rate quoted by the tenderers 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 contain monthly wages (Basic plus VDA), Employees Provident fund, ESI and all other statutory benefits as per minimum wages act for the year 2019-20.
- f) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works.
- g) If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- h) The rates shall be quoted in Indian Rupee only.
- i) **Service charges quoted equal to or less than 5% shall be summarily rejected.**

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

Bid shall remain valid for a period of 30 days from the date of bid opening. In exceptional circumstances prior to the original bid validity period, the Executive Engineer may request the bidders to extend the period of validity in a specified additional period. The request and the responses there to shall be made in writing only.

#### **10. Corrupt and fraudulent practices:**

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Executive Engineer.

(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 Executive Engineer of the benefits of free and open competition.

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

#### **11. Clarification of Bidding Documents:**

To assist in the examination, evaluation and comparison of bids, the department 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 department in the evaluation of the bids.

#### **12. Examination of Bids and Determination of Responsiveness:**

A substantially responsive bid is one that conforms 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 Executive Engineer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. If a bid is not substantially responsive, it will be rejected by the Executive Engineer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

#### **13. Award criteria:**

The Executive Engineer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

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

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

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

Any disputes arising on the contract will be referred to SE, HO&CC, MSO, Bengaluru and the decision of SE, HO&CC, MSO, Bengaluru will be final and binding to the bidder.

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

The successful bidder, on acceptance of his bid by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form along with performance guarantee.

#### **17. Changes in Contractor's organization to be approved:**

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



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

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

S No.	Category of Post	Min. Educational Qualification	Age	Description of the work
1.	Semi skilled	Pass in 8 <sup>th</sup> standard.	18-65	To Perform official duties at O/o CE, MSO & Cauvery Division as and when required, watch and ward of office etc. And any other works assigned as per requirement.

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

#### 19. Brief description of the work:

The semi-skilled man power should ensure the safety of the complex 24x7, handle the instruments/tools required for the maintenance and the contractor 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 man power will be recovered from the Security Deposit / running bills of the contractor. The cost of such lost/damaged items will be decided by SE, HO&CC, MSO, Bengaluru as per the practice followed in the department, and the decision of SE in fixing the cost of lost/damaged equipments/facilities is final and binding to the contractor. The semi-skilled man power should follow the instruction given by Executive Engineer or his representative at office.

#### 20. Payment Terms:

No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer every month within 10 days after obtaining the Bill in triplicate through the concerned section / subdivision. TDS as applicable will be deducted from every bill. GST filing is to be done by the agency as per norms. Proofs in connection with payment on GST, ESI, EPF shall be produced along with the bill. In addition, the copy of proof of payment to the individual shall be submitted. It may be noted that as per the latest norms by the Govt. Of India, the payment will be made against the bill **through e-payment mode only** to the agencies. The agencies are required to submit all the necessary details regarding their bank account, IFSC code etc with each bill for making the payment.

#### 21. Labour Laws to be complied:

The contractor shall strictly comply with the provisions of all latest amended central and state labour laws from time to time.

#### 22. Display of notice regarding wages etc:

The Engineer-in-charge shall display and continue to display and correctly maintain in a clear and legible condition at in conspicuous places of the work, notices in English and in the local Indian

languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wage periods, dates of payments of wages and other relevant information.

### **23. Payment of wages:**

- i) **The contractor shall make payments to the man power before 7<sup>th</sup> of the succeeding month through their bank accounts only.** Wages paid by cash will not be accepted. If the man power employed is not having a bank account, then a savings bank account shall be opened.
- ii) Wages shall be paid to the man power by the agency without any deductions of any kind except those specified by the Central / State Government by general or special order in this behalf permissible under the Payment of Wages Act.
- iii) The contributions in EPF & ESI amount as per government norms should invariably be attached with the bill every month without which the payment will not be made to the agency. EPF pass book may be issued to the beneficiary or an online EPF account may be created so that the contributions of employee and employer are verified by the labour for their benefits.
- iv) It is the duty of the contractor to extend co-operation in all possible means so that the man power becomes well aware of the government procedures in withdrawal of EPF amount. ESI card and service shall be made available to the man power upon their request.
- v) The proof of wages by bank deposit slip / transaction statement shall be invariably attached failing which the bill will not be cleared for payments.
- vi) The Electronic Challan cum Return (ECR) shall be invariably attached with the bill clearly indicating employee and employer contributions.
- vii) **Deduction in wages other than EPF / ESI will lead to violation of the labour laws and subsequent termination of the contract.**
- viii) **Improper wages to the man power will lead to termination of the contract and the agency will not be considered for future scope of works.**

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

The Executive Engineer may require the contractor to dismiss or remove man power employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the man power can be terminated / replaced by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a man power the contractor should provide substitute immediately. Any change in the man power working at a particular location shall be replaced by a new person after intimating the same in writing and getting approval from the Executive Engineer or his authorized representative.



## **25. Termination of Contract:**

If the contractor does not comply with labour laws and contract conditions, the Executive Engineer may terminate the contract and the performance guarantee will be forfeited.

## **26. Contract Period:**

The contract is for a period of 6 months (Jul'19 to Dec'2019), however if the Department wishes, then the contract can be extended for further period on mutually acceptable terms.

## **27. Working hours:**

The working hours in a day is fixed as 8 hours per day for semi skilled staffs with one paid leave. However, the watch and ward duty will be as per the shift allocated to them by the Executive Engineer or his representative, with one weekly off. OTA beyond 9 hours is applicable as per payment of wages Act.

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

- i) The Department will not be responsible for any injury sustained to the man power during the performance of their duties. Any expenditure incurred by the department to face the situation arising out of act of workers will be made good by the agency. If any incident / accident occurred during the duty period, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- ii) The Agency shall work under the control of the Executive Engineer, Cauvery Division or his authorized representative.
- iii) 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.
- iv) In case of any lapse in duty/negligence with public/staff of CWC, written notice shall be given to the agency. In the event of department not satisfied with the behaviour of the man power, the firm shall re nominate another person immediately after intimating the same in writing to the department.

  
अधिशाली अभियंता/Executive Engineer

## SCHEDULES

SCHEDULE 'A'	:	Applicable (enclosed)
SCHEDULE 'B'	:	Not Applicable
SCHEDULE 'C'	:	Not Applicable
SCHEDULE 'D'	:	Not Applicable
SCHEDULE 'E'	:	Applicable
SCHEDULE 'F'	:	Applicable

### **SCHEDULE 'E' : Reference to general conditions of the work**

Name of the work	:	Providing Semi Skilled Man Power Services to O/o CE, MSO & Cauvery Division, CWC, B'luru
Estimated Cost	:	Rs. 24,30,240/-
EMD @ 2%	:	Rs. 48,600/-
Security Deposit & Performance Guarantee	:	10% of contract value by successful bidder

### **SCHEDULE 'F'**

Office Inviting Tender	:	Executive Engineer, Cauvery Division, Central Water Commission, Jalahalli (PO), Bengaluru-560013
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### **Definitions:**

Engineer-in-charge	:	Executive Engineer, Cauvery Division, CWC, Bengaluru
Accepting Authority	:	Executive Engineer, Cauvery Division, CWC, Bengaluru
Department	:	Central Water Commission
Clause 1	:	Applicable
Clause 2	:	
Authority for fixing compensation	:	Superintending Engineer, HO&CC, MSO, Bengaluru
Clause 3	:	
Authority for determination of tender	:	SE, HO&CC, MSO, Bengaluru
Clause 3A	:	Applicable
Clause 11	:	Applicable
Clause 15	:	Applicable
Clause 16	:	Applicable
Clause 17	:	Applicable
Clause 19 (A – L)	:	Applicable
Clause 20	:	Applicable
Clause 23	:	Applicable
Clause 24	:	Applicable
Clause 25	:	Applicable
Clause 37	:	Applicable
Clause 38	:	Applicable
Clause 39	:	Applicable

**Note: All other clauses are not applicable.**



**SCHEDULE A**

[On the letter head of the firm]

**SCHEDULE OF WORK FOR PROVIDING SEMI SKILLED MAN POWER SERVICES AT****O/o CE, MSO & CAUVERY DIVISION, CWC, BENGALURU**

Sl.No	Description of Works	Amount (Class A)
Providing semi skilled manpower services for O/o CE, MSO & Cauvery Division, Bengaluru for Monsoon 2019		
1	Wages per month per person as per the minimum wages act of Central Government (Basic+VDA) applicable for class 'A' cities.	
2	EPF( Employees Provident Fund @ .....% of 1)	
3	ESI ( @..... % of 1)	
4	<b>Sub Total</b>	
5	Service charges @.....%	
6	<b>Sub Total</b>	
7	GST @ 18 %	
8	<b>Grand Total per person per month</b>	
9	<b>Semiskilled required during monsoon 2019</b>	<b>16</b>
10	Total Amount per Month	
11	Total Amount for 6 Months (July to December)	
<b>SAY</b>		

Rupees(.....  
...)

1. The rate quoted for Item (1), shall not be less than the Minimum wages of MOL&E Office of the Chief Labour Commissioner F.No.1/8(3)/2019-LS-II for A Area.
2. Quoting of rates for items (1) to (8) is mandatory.
3. The rates of EPF, ESI etc., should be substantiated with the copies of the orders issued by the concerned departments.
4. **In the Financial Bids, if the service charge quoted is equal to or less than 5%, the quotation will be rejected out rightly.**

We agree to carry out the work "**Providing man power services for O/o CE, MSO & Cauvery Division, CWC, Bengaluru for Monsoon 2019**" as per NIT No.1/2019-20/CD/Bengaluru for a total contract price of Rs. (Rupees.....) for a period of **six months** w.e.f the date of award of work as per the terms and conditions of the contract.

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

### DRAFT AGREEMENT FORM

This Contract made the .....of .....2019 between the President of India acting through Executive Engineer, Cauvery Division, Central Water Commission, Government of India, , Jalasoudha, Jalahalli Post, Bengaluru-13 (hereinafter called "the Employer)" and ..... (Hereinafter called "the Contractor" of the other party).

WHEREAS the Employer is desirous that the Contractor executes the work of providing man power services for O/o CE, MSO & Cauvery Division, CWC, Bengaluru for Monsoon 2019 as per **NIT No. 1/2019-20/CD/Bengaluru** (name and identification number of contract) (hereinafter called "the Works" ) and the Employer has accepted the Bid by the Contractor for the work of providing man power assistance services for O/o CE, MSO & Cauvery Division CWC, Bengaluru for Monsoon 2019 at a ..... contract ..... price ..... of **Rs.....(Rupees.....)only** including GST upto 31.12.2019.

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

1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing..... numbers semi skilled labours for 06 months in Monsoon for O/o CE, MSO & Cauvery Division, Bengaluru in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration for providing ..... numbers semi skilled labours for ..... months in Monsoon .The Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - a) Notice of Invitation to Bids
  - b) Terms and condition of the contract
  - c) Letter of Acceptance
  - d) Issue of notice to proceed with works
  - e) Agreement form
  - f) Schedule of works
  - g) Bank Guarantee for performance guarantee & security deposit

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

Contractor

Seal & Signature

Executive Engineer  
Cauvery Division

(for and on behalf of the President of India)

(Witnesses)

1 \_\_\_\_\_

2 \_\_\_\_\_

Name & Address \_\_\_\_\_

Name & Address \_\_\_\_\_

Signature

Signature



[On the letter head of the firm]

**CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE**

"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 the 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.

DATE:

SIGNATURE OF THE BIDDER WITH SEAL

[On the letter head of the firm]

**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 BIDDER WITH SEAL