

NIT No.33/SWRD/CWC/2019-20
Government of India
Central Water Commission
SOUTH WESTERN RIVERS DIVISION



TENDER DOCUMENT FOR

Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No. KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore.

CRITICAL DATE SHEET

Date of Publishing	20-11-2019 at 17.00 hrs
Bid Document Download Date	21-11-2019 at 10.00 hrs
Clarification Start Date	21-11-2019 at 10.00 hrs
Bid Submission Start Date	21-11-2019 at 10.00 hrs
Clarification End Date	29-11-2019 at 10.00 hrs
Bid Submission End Date	29-11-2019 at 10.00 hrs
Bid Opening Date	30-11-2019 at 10.00 hrs

NOVEMBER – 2019

EXECUTIVE ENGINEER
SOUTH WESTERN RIVERS DIVISION
‘JALADHARA’
KASTURBA NAGAR, KADAVANTHRA P.O.
KOCHI-682020

This Tender document contains 22 pages.

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CPWD-6

SECTION -I

NOTICE INVITING E-TENDERS

On behalf of the President of India, EXECUTIVE ENGINEER, SOUTH WESTERN RIVERS DIVISION, CENTRAL WATER COMMISSION, "JALADHARA", KASTURBA NAGAR, KADAVANTHARA-PO., KOCHI-682020 invites online E-Tenders from eligible tenderers under single stage two bid system.

Name of the work/Contract: Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore.

- 1) Estimated Cost :: Rs.437000.00
- 2) Earnest Money Deposit :: Rs.8740.00
- 3) Tender Fee :: Rs. 500/-
- 4) Period of Contract :: One Year from the date of issue of Work Order.
- 5) No. of Man Power Required :: M.V.Driver (Skilled) – 01 No.

1. The Eligibility Criteria is as follows:

- (a) The Agency should have registered with Central or State Govt.
- (b) The Agency should have registration for EPF, ESI and registration from labour commissioner.
- (c) The Agency should have 3 years experience in the business of providing man power Assistance / Labour services.
- (d) The Agency should have valid Service tax Registration number and PAN number.
- (e) An undertaking that the Agency has not been blacklisted anywhere in past must be furnished.

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

2. The tender documents can be downloaded online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.in>. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <http://www.eprocure.gov.in>. Tender can be downloaded from 21.11.2019 to 29.11.2019 up to 10.00 hrs. The firm has to submit Demand Draft /Banker's Cheque of Rs 500.00 in favor of "Executive Engineer, SWRD, CWC payable at Kochi" towards the cost of tender documents. Tenderer exempted from depositing Tender document fee in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing Tender document fee and shall produce the original when called upon to do so. **Non-submission of these would result in summarily rejection of the Tender.**

3. Bids received on CPP portal (<http://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected. The last date of online submission of bids at CPP portal is **upto 10.00 Hrs. of 29.11.2019. Online Public Opening of Bid shall commence at 10.00 hours on**

30.11.2019, interested bidder or their representative not more than 1 or 2 per bidder may be present in O/o. Executive Engineer, South Western Rivers Division, CWC, Kochi.

4. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid, otherwise the bid will not be considered for opening:
 1. Demand Draft towards tender fee in original in sealed envelope.
 2. Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
5. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.8740/- (Rupees Eight thousand Seven hundred Forty only) as Earnest Money Deposit (EMD) in the form of Bankers Cheque / Demand Draft of any Scheduled bank drawn in favour of Executive Engineer, South Western Rivers Division, CWC, Kochi shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the Executive Engineer, South Western Rivers Division, CWC, Kochi. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. If the bid of the tenderer does not contain specified earnest money the tender will be summarily rejected. No further communication shall be entertained in this regard.
6. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount with in the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts /Bank Guarantee of any scheduled bank in accordance with prescribed form. In case contractor fails to deposit the said performance guarantee within period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
7. **Visit to Work Place by Tenderer:** Tenderer are encouraged to inspect and examine the work place and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / mis-happening or otherwise shall be allowed.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
9. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. Bid shall remain valid for the period of 90 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period.
11. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
12. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall bound to perform the same at the rate quoted.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The contractor shall not be permitted to tender for works in the SWRD, CWC, Kochi (responsible for award and execution of contracts) in which if his near relative is posted as Divisional Accountant or as an officer in any capacity

between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would result in barring him for quoting in all the future tenders floated by the Central Water Commission.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).

The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central Water Commission

16. The tender for the execution of job shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any contractor withdraws his tender before the said period or issue of letter of acceptance, whichever is, earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
17. This Notice Inviting Tender shall form a part of the contract document. The successful contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- a) The Notice Inviting Tender, all the documents including general/special terms and conditions, forming the tender as issued at the time of invitation of bid submitted by the contractor and acceptance thereof together with any correspondence leading thereto.
 - b) Schedule of quantities with duly filled rates & signed by the contractor(s).
18. Terms and Conditions of Contract are given at Section-IV. In case of any conflicting conditions, terms and condition given elsewhere in the tender document, the special conditions as outlined in Section-IV shall prevail.



M.S.Saravana Kumar
Executive Engineer

Copy to:

1. The Superintending Engineer, C&SR Circle, CWC, Bangalore for information please
2. The Sub Divisional Engineer, SWRSD-III, CWC, Mangalore for information and wide Publicity.
3. CWC Website/ CPP Portal
4. Accounts Branch, SWRD, CWC, Kochi
5. Notice Board

Executive Engineer

ADDITIONAL INSTRUCTIONS TO TENDERERS

1) At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.

2) The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.

3) All corrections/ cuttings/over writings in the tender document shall be initialed by the Tenderer.

4) Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

5) Bids received on CPP portal (<http://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected. The tender notice is also available at www.cwc.nic.in

For the evaluation and submission purpose only online bid is permissible. However, the bidders are requested to submit the hard copies of the bids in the office of Executive Engineer, South Western Rivers division, CWC Kochi, on or before opening e-tender, that would be only for reference, and cannot be construed as a substitute of online bid.

6) SUBMISSION OF DOCUMENTS

1. The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.

- i) **Signed and scanned copy of valid registration certificate.**
- ii) **Signed and Scanned copy of ESI, EPF Registration Certificate/ GST Registration certificate / PAN No**
- iii) **Signed and scanned experience certificates of similar works executed as per the tender notice**
- iv) **Signed and scanned copy of an undertaking that the firm has not been blacklisted anywhere in past.**
- v) **Signed & scanned copy of original tender document.**
- vi) **Scanned copy of Earnest Money Deposit (EMD)**

2. The following documents are to be furnished online as **Financial Bid(COVER II)** by the bidder:

a) **Bill of Quantities (BoQ).** Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.

3. The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening of Online bid otherwise, the bid will not be considered for opening and will be rejected:

a) **Cost of Tender Document and Earnest Money Deposit in original.**

7) Intending tenderers are advised to visit again CPP portal (<http://eprocure.gov.in/eprocure/app>), and CWC website www.cwc.nic.in at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.

- 8) Evaluation of Bids: Those bidders who qualify the eligibility criteria as per the tender document shall only be consider for Price bid evaluation

The bidder whose bid is in order and evaluated to be financially lowest, after considering any loadings that are decided at the technical evaluation stage, shall be considered for negotiations(not involving financial aspects) for award of the contract.

- 9) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, the tender will be rejected.
- 10) The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
- 11) An affirmative determination will be a prerequisite for award of the work to the contractor.

SCHEDULES**SCHEDULE 'A'** - Schedule of quantities (Enclosed at Annexure I to II)**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 contract

Name of Work: **Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No. KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore.**

Estimated cost of work: Rs.437000.00

Earnest Money: Rs.8740.00

Security Deposit/Performance Guarantee 5% of tendered value

Officer Inviting Tender: Executive Engineer, South Western Rivers Division, CWC,
Jaladhara, Kasthurba Nagar, Kadavanthra P.O., Kochi-682020

Definitions:

Engineer-in-Charge: Executive Engineer, South Western Rivers Division, CWC, Kochi

Accepting Authority: Executive Engineer, South Western Rivers Division, CWC, Kochi

Percentage on cost of materials and labour to cover all overheads and profits. NA

Standard scheduled of rates : : latest minimum wages rate as per Government of India

Department: Central Water Commission

Clause-1

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 7 days

ii) Maximum allowable extension beyond the period above (with a written request) 5 days

Clause 2		
Authority for fixing Compensation under Clause-2		Superintending Engineer, C&SRC, Bengaluru
Clause 3		
Authority for determination of Contract		Executive Engineer, South Western Rivers Division, CWC, Kochi
Clause 3A	:	Applicable
Clause 11	:	Applicable
Clause 15	:	Applicable
Clause 16	:	
Competent Authority for deciding reduced rates.		Superintending Engineer, C&SRC, CWC, Bengaluru
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

TERMS AND CONDITIONS OF THE CONTRACT

Introduction

Central Water Commission, under Ministry of Jalshakthi, Govt. of India, is an apex technical organization dealing with the water resources development of the country. Cauvery and Southern Rivers Organization under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. The work proposed is "Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore".

1. **Qualification Criteria of Bidder:**

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

- a) The Agency should be registered in India with permanent office in Kerala, Tamilnadu or Karnataka.
- b) The Agency should have registration for EPF and ESI.
- c) The Agency should have 3 years experience in the business of providing man power Assistance / Labour services
- d) The Agency should have valid Service tax Registration number and PAN number.
- e) An undertaking that the agency has not been blacklisted anywhere in past must be furnished.

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

2. **One Bid per Bidder:**

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified.

3 **Amendment of Bidding Document:**

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

4. **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.

5. **Bid Security /EMD**

The bidder shall furnish as part of its bid an EMD of Rs.8740/- (Rupees Eight thousand Seven hundred and Forty only) in the form of DD/Banker's Cheque of any scheduled bank/cash. The EMD may be forfeited in the following cases:

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

Tenders not accompanied by EMD shall be liable for rejection. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

THE EARNEST MONEY WILL BE RETURNED WITHOUT ANY INTEREST TO THE UNSUCCESSFUL BIDDERS AFTER THE FINALIZATION OF THE ORDER WITH THE SUCCESSFUL BIDDER. The earnest money shall be returned to the successful bidder after the Performance Guarantee equivalent to 5% of the tendered value in Indian rupees has been furnished.

6. Security Deposit/Performance Guarantee

The successful bidder shall furnish an amount equivalent to 5% of the tendered value as Security Deposit/Performance Guarantee in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts/Bank Guarantee of any scheduled bank in favour of **Executive Engineer, SWRD, Central Water Commission** payable at **KOCHI** within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the Security Deposit/Performance Guarantee within the stipulated 12 days (7 (time allowed) + 5 (maximum extension on written request) of the communication accepting the bid, the EMD shall be forfeited to **Executive Engineer, SWRD, Central Water Commission, Kochi**.

7. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account during the contract period.
- d) The rates should be quoted for wages, % of PF, ESI, Service charges & service tax etc separately. So that the employees of the firm should get benefit as per labour rule. Tenders received quoting rates less than the labour rates, % of PF, ESI,& Service tax etc. as fixed by the Government of India will be rejected. **(latest minimum wages rates issued by the Government of India should be enclosed)**
- e) Staff engaged by the Agency should not be paid less than the minimum wages as fixed by Government from time to time. All labourers /staff should be allowed weekly rest, national holidays as prescribed in labour rules. **Any increase in wages during the contract period should be implemented by the agency with immediate effect. The changes in wages/DA/taxes/PF/ESI will be considered by the department for modification.**
- f) The agency should ensure & furnish a certificate supported documentary proof while claiming the bill every month that they are paying at least minimum wages to the engaged person and also deposited the PF,ESI, Service tax etc to the concerned as fixed by the Government of India.
- g) The rates shall be quoted in Indian Rupee only.
- h) **Service charges quoted less than 5% of SI No. 1(a) in the Price Schedule (Annexure I) shall be summarily rejected.**

8. Tendering Process:

a) Electronic Submission of Bids, and Submission of Original Documents:

Bids, both Technical and Financial Parts, shall be submitted online on the e- Supply Portal (CPP Portal). Detailed guidelines for viewing Bids and submission of online Bids are given in the CPP Portal. Any Bidder can log on to this CPP Portal and view the NIT and details of Works/Goods for which Bids are invited. However,

every Bidder has to enroll/ register in the CPP Portal, and should have valid Digital Signature Certificate (DSC) in the form of smart card/etoken obtained from any Authorized Certifying Agency. The Bidder should register in the CPP Portal using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the CPP Portal through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected. Financial bids of only those bidders who are found technically acceptable would be considered.

b) Opening of Bids:

Bids will be opened online as per specified date & time.

c) Prices

Prices quoted by the tenderer shall be fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc., The transportation and handling of equipment's from the premises of the supplier to the facility of the purchaser(as per schedule A- Schedule of Quantities) is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule (BoQ).

1. All prices should be in Indian Rupee.
2. The amount will be automatically calculated by the e-Supply System both in figures and in words.
3. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
4. The tender for the works/supply shall remain open for acceptance for a period of 90 ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

d) Non-Conformities between the figure and words of the Quoted prices

The e-Supply System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

e) Evaluation of Tenders:

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

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

b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Further, in case the Same lowest rate is quoted by more than one eligible firm; the selection will be based on the Technical Bid analysis.

The purchaser does not bind himself to accept the lowest or any other tender.

9. Bid Validity:

Bid shall remain valid for the period of 90 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. During the validity period, the successful bidder shall not be allowed to withdraw, in case of withdrawal the EMD shall be forfeited to **Executive Engineer, SWRD, Central Water Commission, Kochi** absolutely and no claims shall be admitted in this regard. Such bidder shall not be allowed to participate in the retender process.

10. Corrupt and fraudulent practices

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

(a) Defines for purpose of these provisions, the terms set forth below as follows:-

(i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and

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

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

11. Clarification of Bidding Documents

To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

12. Examination of Bids and Determination of Responsiveness:

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way. Inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

13. Award criteria

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

14. Notification of Award.

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

15. Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, 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 7 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

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

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

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

Description of the work is as under:

S.No.	Category of labour/Post	Age	Description of the work
1.	Motor Vehicle Driver	21-50 yrs	Jurisdiction of this office covers the state of Kerala / Tamil Nadu / Pondicherry, part of Karnataka and Andhra Pradesh. Place of working may be Division/ Sub Division offices at Kochi/ Trivandrum/ Kozhikode/ Mangalore. The vehicle will be plying generally in the above states only, but if situation warrants the driver shall drive the vehicle will throughout India as per need. The driver should be capable to locate faults and carry out minor repairs, read English numerals and figures, understand traffic regulation, able to change wheels and correctly inflate tyres. In case of any major repairs/ faults the driver should bring the same to the notice of the reporting officers immediately. The driver should drive the vehicle provided to him for the inspection of sites/ attending works in the office located in the above states and driving the vehicle in local/ outside the head quarter (Kochi) for other official purpose as and when required. In addition to this the driver should clean the vehicle daily and upkeep the vehicle in neat, clean and in good condition.

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

19. Payment Terms:

No intermediate payment shall be made for the work. The payment will be released to the agency by the Executive Engineer every Calendar month within 15 days after obtaining the Bill in triplicate. The Bill should be enclosed along with Attendance sheet duly countersigned by the concerned Engineer in Charge. TDS as applicable will be deducted from every bill. Income tax @ 2% of bill amount and educational cess @ 4% on income tax shall be deducted from the bill amount as per prevailing Government of India rules and regulations.

20. Labour Laws to be Complied:

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

21. Display of notice regarding wages etc.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving *the minimum* rates of wages fixed under *Minimum Wages Act*, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information..

22. Payment of wages

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

- ii) Wages shall be paid to the employees by the agency without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1936.

23. Removal of Contractor's Employee:

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

24. Termination of Contract:

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, the Executive Engineer on behalf of the President of India shall have the option of terminating the contract without compensation to the Contractor.

25. Contract Period

The contract is for a period of five months. However, if the Department desires the contract can be extended further for a period of seven months for the deployment of semi skilled labour for monsoon periods at the same terms and conditions and quoted rates. Provided the condition that the wages are not less than the minimum wages of that extended period.

26. Working hours

The driver should work for normally 8 hours per day from 09.00 hrs to 17.30 hrs (with ½ hour lunch break) on all the working days. Beyond 9 hrs, if required to work, then the overtime allowance will be allowed per hour basis at the government rate. One hour to be deducted as free duty from extra duty performed, either before and after office hours per day, beyond prescribed hours of work. However, in exigencies of work the driver may be required to call on Saturday, Sunday and gazetted holidays, for that also the overtime allowance will be allowed per hour basis at the government rate.

In the event of outstation work on tour on those days either over time allowance for extra hours i.e. more than 9 hours duty performed by him or the reimbursement of amount incurred by the driver towards food & stay in lodge will be paid on production of the bill through the agency and it will be restricted to as admissible to the department drivers on minimum pay scale.

27. Other terms and conditions:

1. The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. The Agency will be responsible for the payment of compensation.
2. The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) ct, 1970, contract Labour (Regulation and Abolition) Central Rules 1971 and child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account.
3. The Contract entered into shall be a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
4. In case it is noticed by the Executive Engineer or his representative that the work carried out by the Agency is not up to the mark / required standard, 2 days written notice will be given to the Agency, warning the inefficient state of work and asking Agency to improve upon the performance of work with in this period. In the event of the department finding that there is no improvement and the work is not being carried out as per instructions, the contract shall be terminated by giving 24 hours notice.
5. The contractor / Agency would be responsible for the protection and security of government property from any type of encroachment, the services will include the prevention of theft, burglary, trespassing

encroachment and removal of unauthorized persons / structures from the premises in liaison with local Police / Municipal authorities.

6. The Agency should provide such Drivers personnel on the duty who are healthy, having **minimum educational qualification of 10th standard pass and whose age is in the range of 21 to 50 years and having a valid driving license of light vehicle/heavy vehicle with minimum 2 years of driving experience.**

7. Acceptability of the driver nominated by the agency shall be examined by a committee constituted by EE. The Committee will examine the drivers capability in driving the vehicle ,drivers knowledge in general maintenance of vehicle such as replacement of tyres , general behavior etc.

8. The agency should not make frequent change of Driver deployed in duty. In the event of any change of driver, prior intimation in writing along with the bio-data of the person proposed to be deployed newly should given to the Executive Engineer, SWRD or to his authorized representative and after obtaining the approval only the person should be changed/ deployed in duty.

9. The person/persons deputed for the services by agency should be physically fit. They should submit age proof certificate at the time of joining duty, if asked.

10. In case it is noticed by the "authority/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, or otherwise the contract will be cancelled by giving 24 hrs notice.

11. In the event of any person/persons of the agency being on leave/absent, the agency shall ensure suitable alternative arrangements to make up for such absence.

12. If any person/persons of the agency while on duty found in condition of drunken state or misbehaving with staff & officers of the individual offices, they will be declared unfit for duty and agency should replace them immediately at the absolute discretion of authority.

13. The Agency shall work under the control of the O/o the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O. Kochi-682 020

14. The authority reserves rights to terminate the service of any deployed person without stating any reason at any time or ask for the replacement.

15. 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 personal.

16. The Agency should submit the proof of making payment like wages, ESI, EPF etc of the Personnel deployed on the duty to the undersigned while submitting claim for subsequent months bill.(i.e bill for the month of **January-2020** be supported with documents of deposit made by the contractor against ESI, EPF and also a receipt giving details of wages received by the Labour for the month of **December-2019**). If the contractor fails to make such documents, the Department may take action to make direct payments to the Labour till such time the contractor produce the documentary proof for making wages, ESI, EPF etc due for the Labour.) In case the contractor fails to make such document for more than 3 months, then the Department may cancel the contract and the performance guarantee available with the Department will be forfeited

17. This is purely a temporary arrangement, which can be terminated at any time without assigning any reasons by serving **ONE-month** notice.

18. The undersigned reserves the right to accept/reject all or any of the tender without assigning any reasons.

19. The successful bidder should submit bio-data of the peoples deployed along with a photograph within 15 days of start of work. The bio-data should contain name, fathers name, age, temporary and permanent address etc of the Labour.
20. The Executive Engineer, SWRD, CWC, Kochi may consider in relaxation of any of the terms and conditions of the contract if required. The Contract can be continued for further period upto six months if required and agreed mutually at the existing rates& terms and condition.
21. The performance Guarantee/Security Deposit will be forfeited in case of termination of the contract by the Department due to lapse on the part of contractor/Agency.
22. The persons deployed by the agency should work under the control of the undersigned or by the office authorized representative.
23. Total of the Price Schedule in Annexure I shall be taken into account for the comparative study.
24. The nos. of persons to be deployed may vary depending upon the actual requirements at the time of issue of work order.

Price Schedule of work for Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore

Item. No.	Description works	No of persons Required	Rate per person per Month (in Rs.)	Total Amount for 12 months (in Rs.)
(1)	(2)	(3)	(4)	(5)
	Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore.	01 No.		
(a)	Wage per month (Basic + VDA)			
(b)	EPF@13 % of (a)			
(c)	ESI @ 3.25 % of (a)			
	Sub Total (sum of a, b & c)			
(e)	Service charges			
	Total			
(*f)	GST as applicable at prevailing rates			
	Grand Total (in Rs.)			

NOTE:

1) Filling up of the rate by the agency for the items (a) to (e) in the Price schedule is Mandatory/ Compulsory. If any item left blank, the bid shall be treated as un responsive and will not be considered.

2) The rate quoted by the agency for the item (a) shall not be less than the minimum wages notified by the office of Chief labour Commissioner(c),New Delhi vide Order No.1/36(3)/2019-LS-II dated 23.09.2019 for the category of Motor Vehicle Driver (skilled labour) for Area B which is Rs.666 per day inclusive of weekly off. As the daily rate is inclusive of weekly off, the monthly wage rate should be calculated on the basis of

26 days in a month which works out to 26x666=17316/-

3). As per clause 7(h) of terms and conditions of contract in section IV, the Service charges quoted less than 5% of item No.I(a) in the Price Schedule shall be rejected.

We agree to carry out the work “Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore” as per NIT No.....for a total contract price of Rs.....(Amount in figures) (Rupees.....
.....(in words).

Date:

Signature of Agency
Name of the Authorized Signatory

KEY EVENTS AND DATES		
1	Tender inviting authority Designation / Address	Executive Engineer, South Western Rivers Division, Central Water Commission, "Jaladhara", Kasturba Nagar, Kadavanthra P.O. Kochi-682 020
2	Mode of submission of tender	The bids are to be submitted online through the CPP portal only (http://eprocure.gov.in/eprocure/app). Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, South Western Rivers Division, Central Water Commission, "Jaladhara", Kasturba Nagar, Kadavanthra P.O. Kochi-682020
4	Job requirement	Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore.
6	Validity of the Tender	90 Days
7	Issuance of the tender	Bid Documents can be downloaded from CWC website http://www.cwc.gov.in or from the Central Public Supply Portal http://eprocure.gov.in/eprocure/app . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from http://eprocure.gov.in/eprocure/app
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Scheduled Bank in favour of Executive Engineer, South Western Rivers Division payable at Kochi.
9	Last date & Time for submission of Bids through CPP portal	29.11.2019 (10.00 hrs)
10	Earnest Money Deposit amount payable	Rs.8740.00
11	Date, time and place of Public tender Opening Event	Online Public opening of Technical Bid shall commence at 10.00 hours on 30.11.2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in SWRD, CWC, Kochi-682 020
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work

CONTRACT/AGREEMENT FORM

This Contract made in the _____ day of _____ between the President of India acting through **The Executive Engineer, South Western Rivers Division, Central water commission, Kochi, Ministry of Jal Shakthi, Department of River Development and Ganga Rejuvenation, Government of India** (hereinafter called "the Employer") and **M/s.....** (hereinafter called "the Contractor" of the other party)

WHEREAS the Employer is desirous that the Contractor executes the work of **Providing Motor vehicle driver (skilled) on Outsourcing basis for running and maintenance of vehicle No.KA 19N 4804 to O/o the Sub Divisional Engineer, SWRSD-III, CWC, Mangalore** (hereinafter called "the Works") in response to **NIT No.33/SWRD/CWC/2019-20** and the Employer has accepted the Bid by the Contractor for the above said work **at a contract price of Rs.....**

I/We have read and examined the Notice Inviting Tender, schedule 'A' to 'F', specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract and rules referred to in the conditions of contract and all other contents in the tender document for the work

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person to whom I/We may authorise to communicate the same or use the information in any manner Prejudicial to the safety of the state.

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 **one number** of Skilled Motor Vehicle Driver in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration for providing **one number** of Skilled Motor Vehicle Driver, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a) Notice of Invitation to Bids
 - b) Terms and condition of the contract
 - c) Letter of Acceptance
 - d) Issue of notice to proceed with works
 - e) Agreement form
 - f) Schedule of work.

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

Binding signature of Employer Signed by _____
(For and on behalf of the President of India)

Binding signature of Contractor Signed by _____
(For and on behalf of _____ duly authorized vide Resolution
No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

(1)

(2)

Other Standard Forms

Form 1

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (herein after called the "tenderer") has submitted their offer dated..... for the supply of (herein after called the "tender") against the purchaser's tender enquiry No. KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (herein after called the "Purchaser") in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (herein after called "the supplier") has undertaken, in pursuance of contract no..... dated to supply "Water Quality equipments"(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch