

**Government of India
Central Water Commission
South Western Rivers Division
Jaladhara Building, Kasturba Nagar,
Kadavanthara Post, Cochin 682020**

**NOTICE INVITING BIDS/TENDER
Tender No. 3/2015-16**

On behalf of the President of India, *Executive Engineer, South Western Rivers Division, Central Water Commission, Cochin* invites sealed item rate tenders from eligible tenderers under single bid system.

Name of the work/contract: **Providing Semi- Skilled and Skilled man power assistance services for collection of Hydro-meteorological data at river gauging sites under Chaliyar Sub Division, Calicut under South Western River Division CWC, Cochin**

Period of contract/work:	6 months
Estimated cost	Rs 12,47,000/-
Earnest Money Deposit:	Rs 25,000/-
Tender Fee:	Rs 100/- (Rs 135/-by post)

1) The Eligibility Criteria is as follows:

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

The firm should enclose documentary proof/evidence to substantiate the eligibility criteria given at **a, b & c** above along with the quotation.

2. A complete set of tender document may be purchased by the interested eligible tenderers on payment of non refundable fee of Rupees 100 (Rs.135/- if required by post) by demand draft /Banker's cheque/ cash in favor of the *Executive Engineer, SWRD, CWC* payable at Cochin. The tender document shall be made available for sale from **19.05.2015 to 29.05.2015** during office hours. The tender documents can also be downloaded from the public procurement portal www.eprocure.gov.in and <http://www.cwc.nic.in> in such cases tender fee is to be deposited with the submission of bid in the form of cash/DD.

3. The tender must be delivered in the office of the *Executive Engineer, South Western Rivers Division, CWC, Kadavanthra Post, Cochin 682020* (Ph 0484-2314229) on or before 15:30 hrs on **29.05.2015** and must be accompanied by the tender security of the amount as indicated above in the form of cash receipt/DD.

4. Tender received after the last date and time shall not be entertained. The tenders can be withdrawn before the close of sale of tenders date by sending a request. The withdrawn tenders will be collected personally from the Executive Engineer.

5. Tenders will be opened in the presence of tenderers or their representatives who choose to attend at 16:00 hours on **29.05.2015** in the office of the Executive Engineer, at the address given above.

6. Interested tenderer may obtain further information from and inspect the tender document at the office of the *Executive Engineer, SWRD, Central Water Commission* or log on to public procurement portal www.eprocure.gov.in or <http://www.cwc.nic.in> on which the details will be uploaded.

-sd-

Executive Engineer

TERMS AND CONDITIONS OF THE CONTRACT

1. Introduction

Central Water Commission, under Ministry of Water Resources, Govt of India, is an apex technical organization dealing with the water resources development of the country. Cauvery and Southern Rivers Organisation 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. Cauvery and Southern Rivers Organisation is maintaining 97 river gauging sites for collection of Hydrological data. The work proposed is collection of Hydro-meteorological data from the following Hydrological Observation sites under ***Chaliyar Sub Division, CWC, Calicut, under South Western Rivers Division, Cochin***

Sl. No	Address of Gauging sites
1	Site No.32, MUTHANKERA , Central Water Commission, P.O.Payyampally, (Via) Katikulam, Wynad Dist, Kerala, Pin: 670646
2	Site No.13, PERUMANNU , Central Water Commission, P.O. Irikkur, Cannanore Dist, Kerala, Pin : 670593
3	Site No. 11N, KUNIYIL , Central Water Commission, P.O. Kizhuparamb, (Via) Areakode, Malappuram Dist, Kerala, Pin:673639
4	Site KUTTYADI , Central Water Commission, KUTTYADI, P.O. Paleri, Badagara, Kerala
5	Site No. 21, KARATHODU , Central Water Commission, P.O. Oarakam Melmori, Malappuram, Kerala, Pin: 676519
6	Site No.12, ERINJIPUZHA , Central Water Commission, P.O. Kanathu, (Via) Muliya, Kasargod Dist, Kerala, Pin-671542
7	Site No. 13N, KUMBIDI , Central Water Commission, P.O. Kumbidi, (Via) Ottapalam, Palakkad Dist, Kerala, Pin: 679553
8	Site No. 20, PULAMANTHOLE , Central Water Commission, P.O.Vilayur, (Via) Pattambi, Palakkad Dist, Kerala, Pin : 679309

The bidder can visit any site office indicated above to acquaint themselves with the functions of sites in Hydrological data collection with prior approval of the Executive Engineer, SWRD, CWC, Cochin.

2. Qualification Criteria of Bidder:

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

- The firm should have registered to provide Man power assistance/labour services with Central or State Govt.
- Should have registration for EPF, ESI and registration from Labour commissioner
- The firm should have 3 years experience in the business of providing man power assistance/labour services.

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

3. One Bid per Bidder:

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

4, Contents of bidding documents:

The set of bidding document comprises the documents listed below

- 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) Contract/Agreement form
- f) Schedule of work
- g) Bank Guaranty for performance security

5 Amendment of Bidding Document:

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

6. Language of the Bid

All documents relating to the bid shall be in the English language. However, the documentary proofs such as registration certificate etc. can be in English or local language

7 Bid Security /EMD

The bidder shall furnish as part of its bid an **EMD of Rs 25,000/-** 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 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.

8 Security Deposit/ Performance Guarantee

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

9. Bid Prices:

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

10. Bid Validity:

Bid shall remain valid for the **period of 60 days** from the date of bid opening. In exceptional circumstances prior of 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 thereto shall be made in writing.

11. 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 any thing 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.

12. Clarification of Bidding Documents

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

13. 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 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.

14. 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.

15. 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.

16 Dispute Resolution Mechanism:

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

17 Signing of Contract:

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

18 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.

19 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 labour/ Post	Minimum Qualification	Age in Years	Description of the work
1.	Semi-skilled	8 th Standard Pass with swimming in rivers and physically fit.	21-40	Helping in hydro-meteorological observation works which includes gauge and discharge observation, rainfall data and meteorological data, moving and positioning of boat, winch operations, all maintenance works, like, fixing of various equipment, installation, cleaning, painting, greasing, recording works, watch and ward of site office etc. and any other works assigned as per requirement at gauge stations.

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

20. The facilities and input to be provided by the department:

The Semi-skilled labours should handle the instruments/tools required for the data collection 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 labours will be recovered from the Security Deposit/ running bills of the contractor. The cost of such lost/damaged items will be decided by SE, C&SRC, CWC, Bangalore 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 work is assisting the Ex. Engineer or his representative at site in collecting Hydro-meteorological data of the sites. The Semi-skilled labours should follow the instruction given by Ex. Engineer or his representative at site.

21 Training:

The bidder should follow the well established procedure followed by CWC in river gauging. To acquaint with the procedure followed by CWC in river gauging, demonstration regarding the work of the site will be arranged by CWC at the site to the staff deployed by the bidder. The deployed staff of the contractor needs to have the capacity to understand the procedure and method of collection Hydro-meteorological data of the site.

The employees appointed by the contractor should follow the safety and security instructions and use safety devices while carrying out the duties and discharging the responsibilities.

22 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 from the agency through concerned subdivision. TDS as applicable will be deducted from every

bill.

23 Labour Laws to be complied:

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

24 Display of notice regarding wages etc.

The contractor shall, before he commences his work on contract, display and continue to display and correctly maintain in a clear and legible condition at inconspicuous 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.

25. Payment of wages

- i) The contractor shall make payments to the labours before 10th of the succeeding month preferably in the presence of Executive Engineer or his representative. If the contractor is having any difficulty in making payment in the presence of Executive Engineer 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.* is paid before 10th of the succeeding month. In case the contractor fails to pay by 10th of the succeeding month to the labours, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the labours deployed by the contractor wishes to continue the work, necessary arrangements will be made by the Department to make payments to the labours as per the contract agreement till such time the department wishes to continue the work.
- ii) 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.

26 Removal of Contractor's Employee:

The Executive Engineer 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.

27 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.

28. Contract Period

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

29. Working hours and OTA

The hydro-meteorological data collection at site will start at 08.00 AM. Chart showing the duty hours of labour from 08.00 AM to next day 08.00 AM will be displayed on notice board and labours have to attend the duty as per the duty chart. The working hours in a day is fixed as 9 hours with a normal break and a day off per week. In case the labour has to perform more hours of work then OTA at *pro rata* basis will be paid to the labour.

30. Requirement of additional labour:

The labour deployed is to carry out the work of the gauging sites under Chaliyar Sub Division, CWC, Calicut. The department may require the service of more Skilled/ semi skilled labour for carrying out similar works in other parts of the state of Kerala/Tamil Nadu. In that case, if the contractor is willing to provide such additional Skilled/semi skilled labour to carry out similar work in other parts of Kerala/ Tamil Nadu then such additional labour provided by the contractor will also be governed by all the terms and conditions of the contract. In such case additional performance guarantee (10% of additional contract value) should be deposited with the department.

31) 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. If any incident / accident 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 act in force.
- 2) The Agency shall work under the control of the Executive Engineer, South Western Rivers Division or his authorized representative.
- 3) 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.
- 4) The Chief Engineer, C&SRO, CWC, Coimbatore may consider relaxation of any of the terms and conditions of the contract if required
- 5) The quantity indicated under schedule of work is tentative which can be increased or decreased

-sd-
Executive Engineer

Schedule of Work
[On the letterhead of the Firm]

Sl. No.	Description items	Rates as per minimum wages act	Qty.	Rate	Total Amount (In Rs.)	
			01/06/2014 to 30/11/2014		In Figures	In Words
1	2	3	4	5	6 (4x5)	7
I	Providing Semi Skilled man-power assistance for collection of Hydro-meteorological data					
a)	<i>Wage per month as per Minimum Wages Act of State Government. (Basic + VDA)</i>	9301.50	15 persons			
b)	<i>EPF (Employees Provident fund @ 13.61% of a)</i>					
c)	<i>ESI (@ 4.75% of a) or Workmen Compensation insurance as applicable</i>					
	Sub Total					
	Total I + II					
	Service charges @ ____%					
	Service tax as applicable.					
	Grand Total					

Gross Total Cost: Rs.....

We agree to carry out the work “**Providing Semiskilled and Skilled man power assistance services for collection of Hydro-meteorological data at river gauging sites under Chaliyar Sub Division, CWC, Calicut** as per NIT No. 3/2015-16 for a total contract price of Rs..... (Amount in figures)Rupees..... (amount in words) for a period of **6 months** w.e.f the date of award of work as per the terms and conditions of the contract.

Signature of Agency

Date:

Name of the Authorised Signatory

LETTER OF ACCEPTANCE

To:

(Name and Address of the contractor)

Dear Sirs,

This is notify you that your bid dated _____ for execution of the Hydrological data collection of 8 sites under Chaliyar Sub Division, CWC, Calicut _____ (name of the contract and identification number,) for the Contract Price of Rupees _____ (amount in words and figures)is hereby accepted by the under signed .

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

Please acknowledge receipt of this letter.

Yours Sincerely,

Executive Engineer

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

To

_____ (name and address of the contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security of Rs and signing of the contract for the Hydrological data collection of 8 sites under Chaliyar Sub Division, Calicut

_____ a Bid Price of Rs. _____ you are hereby instructed to providesemi-skilled in accordance with the contract documents.

Yours Sincerely

Executive Engineer

CONTRACT/AGREEMENT FORM

This Contract made the _____ day of _____ to _____
_____ between the President of India acting through (designation) Ministry of
_____, Department of _____, Government of India (Address) (name and
address of Employer) (hereinafter called “the Employer”) and _____

(Name and address of contractor) (Hereinafter called “the Contractor” of the other party)

WHEREAS the Employer is desirous that the Contractor executes.

(Name and identification number of contract) (Hereinafter called “the Works”) and the Employer
has accepted the Bid by the Contractor for providing_____ semi skilled labour, at a contract price
of Rs..... per month for **one year**

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

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)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**To**

..... (Name of Employer)
 (Address of Employer)

WHEREAS..... (Name and address of contractor)
 (Hereinafter called “the contractor”) has undertaken, in pursuance of contract
 Nodate.....to execute
 (Name of contract and brief description of works)
 (Hereinafter called “the contract”)

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of..... (amount of guarantee).....(in words) such sum being payable in then types and proportions of currencies in which the contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of Rs. Amount of guarantee as aforesaid without your needing to prove or to show the grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid upto.....

Signature and seal of the guarantor

Name of Bank.....

Address.....

Date.....