

PHONE: 040-2330 8650

भारत सरकार
केन्द्रीय जल आयोग
निचली कृष्णा मंडल
हैदराबाद.4



FAX: 040-23308647
GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER KRISHNA DIVISION
HYDERABAD-4

कमरा सं. 434,
कृष्णा-गोदावरी भवन
11-4-648, ए.सी. गार्ड्स
हैदराबाद – 500 004

ROOM NO; 434
KRISHNA GODAVARI BHAWAN,
H. NO.11-4-648, A.C. GUARDS
HYDERABAD -500 004.

No: LKD/DB/Security Services/2015-16/4833-38

Dated:17th Oct., 2015

NOTICE INVITING TENDER

Sealed Tenders are invited for & on behalf of President of India from the Manpower Service providing Agencies/Firms having valid Registration Certificate (s) of EPF, ESI, Labour Commissioner (Central), experience certificate towards providing security Services to Government/Semi Government offices on the terms and conditions mentioned below:

Sl no	Name of work	No. of watch & ward personnel required	Period of contract	Estimated cost
1	Providing Security Services (with out Arms) for Watch & ward at Krishna Godavari Bhavan, CWC, A.C. Guards, Hyderabad.	4 Nos.	12 months	6.46 lakh (including all liabilities)

The details of work to be performed by the bidder:

Sl no	Address	Duty period / Qualification	Security to be covered of
1	Krishna Godavari Bhawan, CWC, H. No.11-4-648, A.C. Guards, Hyderabad -500 004.	For 24 hours round the clock duty in three shifts (8 hrs per shift) during the contract period. Qualification: Matriculation or equivalent .	1. Entire building premises of Krishna & Godavari Bhavan. 2. Machinery /equipment / vehicles (locked or un locked condition) parked in premises of Krishna & Godavari Bhavan 3. All the fittings & fixtures (locked /unlocked condition) of Krishna & Godavari Bhavan 4. All the furniture / office equipment / records lying in the inside and outside of Krishna & Godavari Bhavan 5. To maintain the visitor register for incoming & outgoing person(s).

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, LKD, CWC, Hyderabad or his representative.

Terms & conditions:

1. The Tenders should be submitted in two sealed covers. The First sealed cover should be super scribed as “**Technical Bid**” and should contain the proforma (Annexure –I), dully filled in **alongwith required attested copies of enclosures**. The Second sealed cover super scribed “**Financial Bid**” should contain only rates (Annexure-II) which are to be quoted on monthly basis. Both the sealed covers should be placed in the main sealed envelope super scribed “Providing Security services for Watch & ward at Krishna Godavari Bhavan, A.C. Guards, Hyderabad.” due for opening on **30.10.2015** at **1500** hrs. This sealed Tender should be addressed to the Executive Engineer, Lower Krishna Division, CWC, “ K.G. Bhawan” H.No.11-4-648, Room No.413, A.C. Guards, Hyderabad –500 004 (A.P.) and reach to this office on or before **30.10.2015** by **1400** hrs. The tenders received after the due date and time will be summarily rejected.
2. The Tenders received will be opened on the same day i.e. on **30.10.2015** at **1500** hrs in the presence of Bidders or their representatives if present. Firstly, the technical bid will be opened, if found suitable and then 2nd bid (Financial bid) will be opened subsequently and next date of opening of financial bid will be announced later. Incomplete and conditional tenders shall not be accepted.
3. Tender documents available for sale @ Rs.500/- each by cash at O/o Executive Engineer, K.G. Bhawan, LKD, CWC, Hyderabad w.e.f **20.10.2015** to **29.10.2015** during office hours except Sundays & Holidays. The tender document can also be obtained from websites of Krishna & Godavari Basin Organization, CWC, Hyderabad (www.kgbo_cwc.ap.nic.in) and Central Procurement Portal (<http://eprocure.gov.in>). A fee of Rs.500.00 towards the cost of the tender document may be enclosed in the form of demand draft drawn on SBI, Red Hills, Hyderabad in favour of Executive Engineer, Lower Krishna Division, CWC, Hyderabad with the tender, if the tender document is downloaded from web site.
4. The rate quoted by the Firm/agency shall be **inclusive of monthly wages, Employees Provident Fund, ESI/Insurance and all other benefits as per minimum wage Act**. If any tenderer quotes the rate less than the minimum wage Act, the same will be summarily rejected. The rates shall be quoted in Indian Rupee only.
5. **EMD** @ 2% of the **Estimated amount** (i.e. on Rs.6.46 lakh) of the work shall be enclosed in the form of demand draft drawn in favour of the Executive Engineer, Lower Krishna Division, CWC, Hyderabad payable at Hyderabad. EMD of un-successful bidders will be returned back after finalization of bids without interest. The EMD of the successful bidders will be adjusted for Security Deposit, if so desired.
6. **Performance guarantee & Security Deposit:**
 - 6.1 **Performance guarantee:** The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as **Performance Guarantee** in the form of DD/Bank Guarantee / NSC / FDRs from any scheduled bank in favour of Executive Engineer, Lower Krishna Division, CWC, Hyderabad payable at Hyderabad.
 - 6.2 **Security Deposit:** The successful bidder shall deposit an amount equivalent to 5% of the value of contract (bid amount) as **Security Deposit** in the form of, DD/Bank Guarantee / NSC / FDRs from any scheduled bank in favor of Executive Engineer, Lower Krishna Division, CWC, Hyderabad payable at Hyderabad. The Security deposit shall also be collected by deductions

from the running bill of the contractor @ 5% of the gross amount of the bill, and the earnest money that is deposited at the time of tender, adjusted against the security deposit. Earnest money shall be adjusted first in the Security Deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money.

7. The Work Order will be issued only on receipt of performance Guarantee. The security deposit / performance guarantee will be released after completion of the work or after payment of final bill subject to fulfillment of all terms and conditions & payment (minimum wages, EPF & ESI contributions etc.) of watch & ward personnel. The Performance Guarantee & Security Deposit will be forfeited in case termination of the contract by the department due to lapses on the part of the contractor/agency.
8. The contract for Providing Security Services (with out Arms) for Watch & ward at Krishna Godavari Bhavan, A.C. Guards, Hyderabad will be 12 months.
9. Submission of more than one tender paper by a tenderer for a particular work will render this bid liable for rejection.
10. 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 Employer may request that the bidders to extended the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.
11. The right to reject any quotation or all the quotations, without assigning any reason thereof, rests with the undersigned i.e. Executive Engineer, Lower Krishna Division, CWC, Hyderabad.
12. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
13. To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidders for clarification of its bid and may ask for original documents as per requirement. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids. Each page of tender document should be signed by the bidder.
14. 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. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.
15. Any disputes arising during the contract period, the decision of the Executive Engineer, Lower Krishna Division, CWC, Hyderabad or Superintending Engineer, KCC, CWC, Hyderabad will be final and binding on the bidder.

16. The contractor should submit the details of the persons employed within 15 days of accord of the contract. If any change in the persons employed that should be submitted immediately within one week of the joining of that person.
17. The agency should register themselves in the labour enforcement departments and should deal with the labour department directly and see that they shall meet the central labour (regulation & abolition) act 1970, contract labour (regulation & abolition) central rules 1971 and child labour (prohibition) act 1986. Nothing extra will be paid on this account.
18. The agency should ensure & furnish a documentary proof while claiming the bill every month that they are paying to the personnel like minimum wages, EPF & ESI etc. and other payments like service tax etc..
19. To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidders for clarification of its bid and may ask for original documents as per requirement. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids. Each page of tender document should be signed by the bidder.
20. 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. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.
21. The contractor shall make payments (minimum wage) to the watch & ward personnel preferably in the presence of Executive Engineer 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 of payment of this department separately **i.e. minimum wages including details of deposit made against ESI (Employee and Employer contribution), EPF (Employee and Employer contribution) etc.** is paid before 10th of the succeeding month. In case the contractor fails to pay by 10th of the succeeding month to the watch & ward personnel, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the Outsourcing personnel deployed by the contractor wishes to continue the work necessary arrangements will be made by the Department to make payments to the watch & ward personnel as per the contract agreement till such time the department wishes to continue the work. The Contractor shall be responsible for payment of wages and allowances as per Govt. of India, Minimum Wages issued by Regional Labour Commissioner (Central), Vidyanagar, Hyderabad-07 vide Memorandum No.47 (01)/2015-C2, Dated: 06.04.2015, and variance in VDA will be applicable as and when the appropriate Government notifies it and all other statutory dues to the persons employed by him for providing the contractor. No intermediate/advance payment shall be made for work. The payment will be released to the agency by the Executive Engineer every calendar month within 10 days after obtaining the Bill in triplicate from the agency. Taxes as applicable will be deducted from every bill. **No additional payment will be paid to the agency other than contract amount.**
22. The contract is for a period of 12 months from the date for which the order issued, however if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms. The contract may be terminated any time by the undersigned without prior

intimation. The undersigned reserves rights to reduce/extend the contract period without assigning any reasons.

23. The Department will not be responsible for any injury sustained to the agency (outsourcing) personnel during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. If any incident happens during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage /compensation as per the latest act in force.
- 24.. The agency shall be responsible for the conduct, behavior of the person who is engaged for this work by the agency on contract. The person/persons who will be engaged by the agency for providing the security service should **produce police verification certificate** about their conduct within 15 days from the date of agreement.
25. **Canvassing** in any form will be summarily rejected /disqualified for bidding.
26. The agency should make arrangement for their **person uniform & badge / Identity card / shoes/ torch/ whistle** etc at their own cost and **they should always wear uniform.**
27. The person/persons deputed on security service by agency should attain age of **21 years at the time of contract & should not be more than 50 years** & security persons should be physically fit. They should submit age proof certificate at the time of joining duty, if asked.
28. 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 not found any improvement despite undersigned 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.
29. The person who will be engaged for this service should be able to read & write the language of **Hindi/English_** in addition to his own mother tongue.
30. In the event of any untoward incident happens while on duty the security guard should immediately register the FIR in nearest police station under intimation to the undersigned.
- 31.. 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.
32. The persons deployed by the agency for security services should work under the control of the undersigned or by the office authorized representative.
33. The authority reserves rights to terminate the service of any deployed person without stating any reason at any time or ask for the replacement.
34. 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.

35. The agency shall submit the duty roster of the personal deployed for duty at each and every month mentioning the names of the persons who are on duty.
36. The agency shall provided their officers and other inspecting staff for visit the office premises periodically and should organize surprise day/night checking to ensure the efficient security duties by their personnel. No claim should be entertained for rendering such services
37. The employees of CWC and their relatives are not eligible to participate in this bid.
38. The job entails working beyond the office hours in night also and all gazette holidays, screening of visitors, preventing unauthorized entry in the premises under this watch maintaining the visitor's record, patrolling the areas assigned under this watch, security of immovable property and movable assets, reporting breach of security. All these actives shall be performed under the overall direction/control of the undersigned (authority) concerned or officer designated by him.
39. Any terms & conditions imposed by central water commission head quarter new Delhi from time to time are liable to be implemented by the agency.
40. The "agency" shall be solely responsible for any compensation, penalty or any other expense which may be imposed by authority for failure in complying with any of the statutory requirement. The agency indemnifies the "authority" for any damage/penalty /cost or any other obligation which the "authority" may sustain or incur on account of failure or alleged failure on the parts of the contractor for such compliance.
41. The successful bidder will enter into an agreement with this office for supply of suitable manpower as per requirement of this office on the terms and conditions on Non-Judicial Rs.100/- stamp paper. The above stamp paper will be arranged by bidder. The agreement will be valid for one year from the date of commencement of work. The service charges / rates quoted by the contractor shall be fixed for a period of one year. No request for any change, modification shall be entertained before expiry of the contract period.
42. The contractor shall not assign, transfer, pledge or sub contract of the work without the prior written consent of this office.
- 43.. Any legal dispute will be subject to jurisdiction of Hyderabad Courts only and no other court shall have the jurisdiction.
44. FINE IMPOSED

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

The decision of the Executive Engineer shall be final and binding on the parties. Should it appear to the Executive Engineer that the contractor(s) is/are not properly observing and

complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Executive Engineer shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice.

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

45. WITH HOLDING OF PAYMENT

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

46. PROHIBITION OF TRANSFER OF CONTRACT

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

47. SPECIAL CIRCUMSTANCES

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

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

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

49. BREACH OF CONDITIONS OF CONTRACT

On the breach of any term or condition of this contract by the contractor the Executive Engineer, Lower Krishna Division, CWC, Hyderabad shall be entitled to forfeit the security deposit, or the balance there that may at the time remaining, and to realize and retain the

same as damage and compensation for the breach, but without prejudice to the right of the said President to recover any further sums as damage from due or which may become due to the contractor by Government or otherwise howsoever.



(P. Devender Rao)
Executive Engineer

Copy forwarded for kind information to:

1. The Chief Engineer, KGBOW, CWC, Hyderabad.
2. The Superintending Engineer, K & C Circle, CWC, Hyderabad with reference to letter No.KCC/C/27015-DB/1766 dated 13.10.2015.
3. The Technical Manager, KGBOW website, KGBOW, CWC, Hyderabad for hosting in the KGBOW website.
4. AB, LKD, CWC, Hyderabad.
5. The Junior Engineer (HQ), LKD, Hyderabad.
6. Notice Board.

Name of Work: Providing Security services for Watch & ward at Krishna Godavari Bhavan, A.C. Guards, Hyderabad.

TECHNICAL BID

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

Signature of authorized person with seal

List of documents to be enclosed with the Technical Bid

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

FINANCIAL BID

**Name of Work: Providing Security services for Watch & ward at Krishna Godavari Bhavan,
A.C. Guards, Hyderabad.**

The contractor shall quote the monthly wage for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately.

S.No.	Item	Condition	Total monthly Amount in Rs (figures.)	Total monthly Amount in Rs. (Words)
1	Monthly wages of 4 nos (Area Group-A) Watch & Ward personnel (without arms)	Subject to the minimum wage as per the office of the Assistant Labour Commissioner, (Central) Hyderabad		
2	ESI /Insurance	As applicable under relevant rules		
3	EPF	As applicable under relevant rules		
4	Service charges / Contractor profit	To be quoted by tenderer		
		Sub total		
5	Service Tax	As applicable under relevant rules		
5	Total cost per Month (in Rs.)			

All statutory payments are to be calculated on Basic and VDA. Tenderer shall submit documentary evidence in support of document.

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

Signature of the Tenderer
With full address & Contact.

CERTIFICATE REGARDING NEAR RELATIVES

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

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

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

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

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

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

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION

1. I, _____ son / daughter / wife of Shri _____
Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

Certificate of Minimum wages to be submitted by the Tenderer

We M/s _____

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

Date: _____
SEAL

SIGNATURE OF THE BIDDER WITH

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: _____
WITH SEAL

SIGNATURE OF THE TENDERER