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**Bid No. : RO/NCA/Man Power Arrangement/ 30-34**

**Date: 27.01.2012**

**NAME OF WORK : PROVIDING CARETAKING SERVICES AT FOURTEEN (14) REMOTE STATIONS IN UPPER AND MIDDLE NARMADA ZONE, UPSTREAM OF ISP**

**EMD.:** Rs.50,925/- in the form of Bank Demand Draft/ Banker's cheque/TDR in favour of "Narmada Control Authority" payable at Indore, M.P. .

**COST OF TENDER FORM** : Rs. 500/- (non refundable) in cash/ Demand Draft

**Issue Of Tender Document** : Upto 17.02.2012 between 11.00 to 17.00 hrs.  
(except Saturday, Sunday & gazetted holiday.)

**DUE DATE & TIME OF** :

(i) **PRE – BID CONFERENCE** : 13.02.2012 at 1500 hrs.

(ii) **SUBMISSION OF COMPLETED TENDER** : 21.02.2012 up to 1500 hrs.

(iii) **OPENING OF TENDER** : 21.02.2012 at 1700 hrs.

**TENDER FORM ISSUED TO** :

M/S .....  
.....  
.....  
.....  
.....

**TENDER ISSUING AUTHORITY**



**Narmada Control Authority**  
'Narmada Sadan', Block-B, Scheme No. 74, Vijaynagar  
Indore

**NIB No. RO/NCA/Man Power Arrangement/ 30-34**

**Date : 27.01.2012**

**INVITATION FOR BID**

Sealed Bids are invited on behalf of Chairman, NCA from the Service Provider/Placement Agency/Contractor having valid registration from the concerned Department for providing such services or having a valid license, as necessary under Law, having office at Indore/Bhopal for providing caretaking services at 14 Remote Stations in Upper and Middle Narmada zone, upstream of Indira Sagar Project.

The Bids must be accompanied with Bid Security of Rs.50,925/- in the form of Account payee Demand Draft / Fixed deposit receipt/ Banker's cheque from any of the scheduled banks, in favour of "Narmada Control Authority" at Indore. The TDR shall have validity for a period of at least 120 days beyond the bid opening date. The details can be seen in Bid document too. Interested eligible party may obtain the Bidding document on payment of Rs.500/- (non refundable) through cash or Demand Draft in favour of Narmada Control Authority, Indore from the Accounts Section of Narmada Control Authority on all working days (except Saturday, Sunday & Gazetted Holidays). The bid should be submitted on or before 21.02.2012 (1500 hrs). The bids shall be opened on the same day at 1700 hours in presence of the bidder's representative who opts to attend the Regional Office of Narmada Control Authority, Indore. The Employer has the right to reject any or all Bids without assigning any reason. Detailed information including bidding document is also available on the NCA website [www.nca.gov.in](http://www.nca.gov.in). Which can be downloaded and Tender can be submitted along with a separate Demand draft of Rs 500/-

**Chief Engineer**



## **SECTION I**

### **INSTRUCTION TO BIDDER**

#### **A – GENERAL**

##### **1 SCOPE OF BID**

- 1.1 The Chief Engineer, NCA on behalf of Chairman, NCA (referred to as Employer in these documents) invites bids on QCBS (Quality and Cost Based Selection) system for providing caretaking services in the Narmada Control Authority (as defined in these documents and referred to as “the Service / services”) at 14 number of stations (referred to as RS) upstream of Indira Sagar Project in Upper and Middle in Narmada basin in the state of Madhya Pradesh.
- 1.2 The successful bidder will be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.
- 1.3 The general character and the scope of the service is illustrated and defined by the Specifications and Special Condition of the Contract. The Bidder shall furnish their tender rates and amount in the format give in the Schedule of requirements.
- 1.4 The Bidder must read complete document carefully including specifications, terms and conditions and LD clause etc.
- 1.5 Pre – Bid conference shall be held to reply the queries of the prospective bidders. It shall be compulsory for the bidders to attend the conference.

##### **2. ELIGIBLE BIDDERS**

- 2.1 The invitation for Bids is open to all firms / organizations / contractor / agencies of repute who have requisite qualification and experience of providing similar type of services, as prescribed hereunder.

If Government owned / controlled organization intends to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.

- 2.3 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice in accordance with sub clause 29.1



## **QUALIFICATION OF BIDDER:**

- 3.1 Bidder must be Service Providers/Placement Agency/Contractors having valid license and/or registration from the concerned Department for providing such services and should have an office and/or authorized representative at Indore/Bhopal.
- 3.2 To qualify for award of the contract, the Bidder should have a minimum experience of three years in executing such services in similar types of academy/ training centres/ organization etc. The Agency should also have minimum one service contract in running status operating with a minimum of 25 personnel. The details of experience along with photo copy of the work order are to be furnished in form Tech- 1.
- 3.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:
  - (a) the Bid shall include all the information.
  - (b) the Bid shall be signed so as to be legally binding on all partners;
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
  - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3.4 The turnover of such Bidder must have been at least Rs. 20.00 lakhs in each of preceding two financial years. The average turnover for last three years is to be submitted in form Tech-2, duly supported by annual audit reports.
- 3.5 The Bidder shall submit a detailed methodology indicating the procedures of operation, quality control procedure etc. for providing the services during the contract period. For the purpose of understanding the proposed methodology, the employer has the option of calling bidders for presentation / discussion before the evaluation committee.
- 3.6 The Bidder shall furnish a certificate along with technical bid ensuring that the rates/prices or offer for the service charges quoted in his/her bid are in accordance to the prevalent minimum wage rates failing which EMD submitted with their bids shall be forfeited.
- 3.7 The Bidder must be registered under EPF and ESIC regulation and should possess EPF numbers allotted by EPF Organisation, Government of India.



- 3.8 Bidder must possess a valid labour license from the Chief Labour Commissioner//Labour Department, GOMP, for specific number required for the contract labour under Labour Contract Act.
- 3.9 All bidders shall provide qualification information in prescribed format regarding Average Annual Turn Over (AATO), experience in similar service, plants and equipments and proposed methodology.
- 3.10 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period.
- 3.11 All bidders shall include the following information and documents with their bids in Section II.
  - a. Copies of original documents defining the constitution or legal status of the firm / organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
  - b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past three years.
  - c. Authority to seek reference from bidder's banker, if required.
  - d. Information regarding any litigation, current or during the last five years, in which the bidder is involved, the party concerned and disputed amount.
- 3.12 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must secure a minimum of 60% marks in his technical bid evaluation comprising of Average Annual Turnover (AATO), experience, qualification and proposed methodology.
- 3.13 Even though the bidder meets the above qualifying criteria, they are subject to be disqualification if they have;
  - a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or.
  - b) Record of poor performance such as abandoning the services, not properly completing / performing the service, inordinate delay in completion, litigation history, or financial failure etc.



#### **4 ONE BID PER BIDDER**

- 4.1 Each bidder shall submit only one Bid, either individually or as a partner in a joint venture, A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **5 COST OF BIDDING**

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible and liable for those costs.

#### **6 SITE VISIT**

- 6.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the services, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Services. The cost of the visiting the site shall be at the Bidder's own expenses.

### **B - BIDDING DOCUMENTS**

#### **7 CONTENT OF BIDDING DOCUMENTS**

##### *Forms of Bid & Qualification Information*

- 7.1 The Services and services required, procedure, methodology and contract terms are prescribed in bidding documents listed below.
- i. Invitation for Bid (IFB)
  - ii. Instruction To Bidders – Section – I
  - iii. General Conditions of Contracts (GCC)- Section II.
  - iv. Special Conditions of Contract – Section – III
  - v. Schedule of Requirement - Section - IV
  - vi. Specifications - Section - V
  - vii. Contract Data – Section –VI
- 7.2 Bidding Documents supplied should be complete and returned with the bid duly signed on each page. However, the Schedule of Requirement may be copied for furnishing the Tendered rate and amount, to be given in separate envelope.



- 7.3 The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

## **8 CLARIFICATION OF THE BIDDING DOCUMENT**

- 8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification that he received earlier than 7 days prior to the dead line for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but with out identifying its source.

## **9 AMENDMENT OF BIDDING DOCUMENT**

- 9.1 Before the deadline for submission of the bids, the Employer may modify the bidding document by using addenda.
- 9.2 Any addendum thus issued shall be the part of the Bid document and shall be communicated in writing / cable / e- mail to all the purchaser of the Bid document.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer may extend, if necessary, the dead line for submission of bids.

## **C- PREPRATION OF BIDS**

### **10 LANGUAGE OF THE BID**

- 10.1 All documents related to the bid shall be bilingual in the English and Hindi language. In the bilingual Bid document the stipulations in English version shall prevail in case of discrepancy between two versions.

### **11 DOCUMENTS COMPRISING THE BID**

- 11.1 The bid submitted by the bidder shall comprise the following:
- a) Technical Bid
    - i. Bid comprising of all information relating to AATO, experience, personnel and equipments and methodology.
    - ii. Bid security/EMD in a separate envelope.
    - iii. All other document listed in clause 3 and 7 of Section I.
  - b) Financial Bid**
    - i. Comprising of priced Schedule of Requirement i.e. Section IV in separate sealed envelope.



## **12 BID PRICES**

- 12.1 The rates/prices or offer for the service charges, quoted by the bidder, in the Schedule of Requirement should be in compliance to the minimum wages of semi-skilled labour applicable in concerned state as per their site of deployment.
- 12.2 The contracts shall be for the whole services as described in the Schedule of Requirement (Section IV) based on the price submitted by the bidder.
- 12.3 The bidder shall fill in rates / prices or offers for the service charges described in the Schedule of Requirement.
- 12.4 The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subjected to adjustment on any account. The quoted rates must be inclusive of any compensation in future for any statutory decisions of wages etc. by respective State Govts. where the personnel will be deployed.
- 12.5 The items for which no rate or price is entered by the bidder but which was necessary for the satisfactory execution of contract, will not be paid for by the Employer when it is executed and shall be deemed covered by the under the rates and prices in the Schedule of Requirement.
- 12.6 Correction, if any, shall be made by crossing out, putting initials, date and rewriting.

## **13 BID VALIDITY**

- 13.1 The Bid shall remain valid for the period not less than 90 days after the last date of bid submission.
- 13.2 A bid submitted for a bid validity of shorter period shall be rejected by the Employer as non responsive.
- 13.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause 14 shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

## **14 BID SECURITY**

- 14.1 The Bidder shall furnish, as part of his bid, a bid security for Rs.50,925/- as shown in Contract Data. The Bid Security shall be in favour of "Narmada Control Authority" may be in one of the following form:  
"Banker's cheque or demand draft or TDR issued from any of the scheduled bank, payable at Indore. TDR shall have valid term for at least 120 days from the date of the opening of technical bid and Bidder must put his seal and signature on the reverse side of the instrument. The TDR not bearing the seal and signature of the bidder



shall not be accepted. No interest shall be payable by the Employer on this account."

- 14.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub clause 14.6
- 14.3 Any bid not accompanied by an acceptable bid security and not secured in as indicated in sub clause 14.1 & 14.2 above shall be rejected by the Employer as non - responsive. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of " \_\_\_\_\_ " " \_\_\_\_\_ " and " \_\_\_\_\_ ".
- 14.4. The bid security of unsuccessful bidder will be returned after the finalization of the outcome of the Tender.
- 14.5 The bid security of successful bidder will be discharged after he has signed the Agreement and furnished the required performance security.
- 14.6. The Bid security may be forfeited if:
  - i. The Bidder withdraws the bid after Bid opening during the Bid Validity period.
  - ii. The bidder does not accept the correction of the bid price pursuant to clause 23
  - iii. The successful bidder fails within the specified time limit to
    - a) sign the Agreement and
    - b) furnish the required Performance Security

## **15 FORMAT AND SIGNING OF BID**

The bidder shall submit Bid Document, in original comprising the bid as described in Clause 11 of this Instruction to Bidders.

- 15.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 15.2 The Bid shall contain no alteration or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the Bid.



## **D- SUBMISSION OF BIDS**

### **16 SEALING & MARKING OF BID**

16.1 The Bid shall be submitted in two separate envelopes duly marked Envelope – 1- “TECHNICAL BID” & Envelope -2- “FINANCIAL BID”. The Envelope -1 will contain Employer’s Bid Document (other than priced Schedule of Requirement) which will be submitted under formal forwarding letter in standard printed form addressed to the Employer interalia containing an undertaking that the Bid Document does not contain any amendment, modification or change of any type whatsoever in the Bid Documents and the EMD in separate envelope. The Envelope- 2 will contain Priced Schedule of Requirement only giving the unit price and amount against each item with grand total at the end in figures and in words.

16.2 The Bidder shall submit the bid in separate closed envelopes (Envelope -1 & 2) duly marking the envelopes Envelope -1 & 2.

16.3 The Envelope containing Envelope-1 & 2 shall be addressed to

Chief Engineer,  
Narmada Control Authority,  
Narmada Sadan,  
Scheme No.74, Vijay Nagar,  
Indore

And bear the following Identification

- i. Bid For ARRANGEMENT FOR PROVIDING CARETAKING SERVICES AT REMOTE STATIONS IN UPPER & MIDDLE NARMADA BASIN.
- ii. Bid Reference No-
- iii. DO NOT OPEN BEFORE -----( Date & time for Bid Opening )
- iv. Name & Address of the Bidder -----

16.4 If the Outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of Bid.

16.5 In additional to the identification required in Sub-Clause 16.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.



**17 LAST DATE FOR SUBMISSION OF BID**

- 17.1 Bid must be received by the Employer at the address specified above not later than the date specified in IFB / Contract data or any extended date through amendment. In the event of the specified date i.e. 21.02.2012 as for the submission of bid being declared the holiday by the Employer the Bid will be received up to the appointed time on the next servicing day.
- 17.2 The Employer may extend the last date for submission of bids by issuing an amendment.

**18 LATE BID**

- 18.1 Any bid received by the Authority after the last date/time prescribed in IFB / Contract Data amendment, if any, will be returned unopened to the Bidder.

**19 MODIFICATION AND WITHDRAWAL OF BIDS**

- 19.1 Bidder may modify or withdraw their bids by giving notice in writing before the last date for submission of bid.
- 19.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 15 & 16, with the outer and inner envelopes additionally marked " MODIFICATION" or WITHDRAWAL" as appropriate.
- 19.3 No Bid may be modified after the last date/time for submission of bids.
- 19.4 Withdrawal or modification of a bid after the last date for submission of bids may result in the forfeiture of the Bid Security pursuant to Clause 14.
- 19.5 Bidders may only offer discount to, otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause or included in the original bid submission.



## **E- BID OPENING AND EVALUATION**

### **20 BID OPENING**

- 20.1 On the due date and the appointed time envelopes – 1 - Technical Bid (original) of all bids received (except those received late) including modifications made shall be opened in presence of the bidder or their representative who choose to attend. In the event of the specified date for bid opening being declared holiday by the employer, the Bid will be opened at the appointed time and location on the next servicing day.
- 20.2 Envelopes marked “WITHDRAWL “shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 20.3 The bidders' names, the presence or absence of Bid Security, and such other details as the Employer decide at the opening shall be announced. No bid shall be rejected at bid opening except for the late bids pursuant to clause 18; Bids, and modifications, sent pursuant to clause 19 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 20.4 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly subsequently. The sealed envelope – 2 – Financial Bid (original & copy) containing priced Schedule of Requirement will be returned to him without opening.
- 20.5 Upon evaluation of technical bid as per the criterion described, the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
- 20.6 All financial bids which are to be opened after technical evaluation as per clause 20.5 shall be opened at a later date about which all concerned bidders shall be notified expressly.
- 20.7 All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope 1- Technical Bid. The Bidder’s name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price, discount, or alternative Bid price, which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation



- 20.8. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 20.9 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Chief Engineer, NCA who will provide details in writing. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

## **21 CLARIFICATION OF BID**

- 21.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. 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, offered, or permitted except as required to confirm the correction of arithmetic errors, discovered by the Employer in the evaluation of the Bids in accordance with clause 23.
- 21.2 Subject to clause 21.1, no bidder shall contact the employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 21.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

## **22 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 22.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 of Section I, (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
- 22.2 A responsive Bid is one that conforms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in



any substantial way the scope, quality or performance of the Services; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

- 22.3 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 of the non - conforming deviation or reservation.

## **23 CORRECTION OF ERRORS**

- 23.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows:

a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 23.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 15.6

## **24 EVALUATION AND COMPARISON OF BID**

- 24.1 The NCA will evaluate and compare only the Bids determined to be responsive in accordance with Clause 22.

- 24.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) Making any correction for errors pursuant to Clause 23  
b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 19.5.

- 24.3 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Schedule of Requirement, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed and any discount of rates acceptable to Bidder & Employer on negotiation. In such a case the negotiated rate shall be final for processing the tender for award of Contract.



## F- AWARD OF CONTRACT

### 25 AWARD CRITERIA

- 25.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the best evaluated Bid.
- 25.2 The best evaluated bid shall be arrived at as follows: Employer will award the contract to a bidder who secures a minimum of 60% marks (i.e. 300 marks out of 500) in technical evaluation, and quotes lowest rates fulfilling statutory requirements of minimum wages, PF, ESIC, Bonus, Gratuity etc.
- 25.3 The bidder must fulfill minimum requirements for being eligible to bid for the contract. The marks during the evaluation of technical bid shall be as below:
- i. Average annual turnover (AATO) – 150 marks
  - ii. Experience in similar services - 150 marks
  - iii. Qualification & experience of personnel to be deployed - 100 marks
  - iv. Proposed methodology - 100 marks
- 25.4 The Employer shall award the contract within 60 days of the opening of the price bids.
- 25.5. Other Bidders whose bids are ranked below the best-evaluated bid may be empanelled at the discretion of employer. Purpose of such empanelment is that in case of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.
- 25.6. Notwithstanding Clause 25.1 to 25.5, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected

Highest will get the maximum marks and the marks of others will get reduced by the percentage by which it is less than the highest one bid)



## **26 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 26.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Agency in consideration of providing and execution of the services by the Agency as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 26.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 27.
- 26.3 The Agreement will incorporate all correspondence between the Employer and the successful Bidder within 15 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt of Letter of Acceptance the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 26.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

## **27 PERFORMANCE SECURITY**

- 27.1 Within 15 days of issue of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract price
- in the form of bank guarantee in the in the prescribed format or
  - Govt securities, or in the form of TDR duly signed under seal on its reverse.
- 27.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a scheduled Indian bank in the format prescribed in Annexure I and shall have the validity of at least 18 months from the date of letter of acceptance of tender. Similarly, if the performance security is in the form of TDR, its term shall be 18 months at least from the date of letter of acceptance of tender.
- 27.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 27.1 shall constitute sufficient grounds for cancellation of the award of service and forfeiture of the Bid Security.



## **28 ASSIGNMENT OR SUB LETTING**

- 28.1 The Contractor shall not assign this contract to any other person or and shall sub let any portion of the service.

## **29 CORRUPT OR FRAUDULENT PRACTICE**

- 29.1 The Employer requires that Bidders/Contractor/ Agency under this contract, observe the highest standard of ethics during the procurement and execution of this contract.

In pursuance of this policy, the Employer:

- a) defines, for the 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 procurement process 'or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or 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 prices at artificial non-competitive level and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a proposal for award of service if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in practices in competing for the contract in question.
- c) Will declare a Bidder in eligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or executing the contract.



**SAMPLE OF BID FORM (COVERING LETTER)**  
**(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)**

To

Chief Engineer,  
Regional Office,  
Narmada Control Authority,  
Narmada Sadan, Block-B,  
Scheme No.74  
Vijay Nagar, Indore- 452010.

Ref: NIT No.ROI/NCA/Man Power Arrangement/ dt.  
Sir,

Having examined the bidding documents, we the undersigned, offer to Providing and Facilitating the caretaking Services for Data observation with active mobile phone facility and other allied services at Narmada Control Authority in conformity with the said bidding documents for the sum of \_\_\_\_\_ [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the schedule of requirement attached herewith and made part of this Bid.

We undertake, if or Bid is accepted, to deliver and execute the service in accordance with the schedule specified in Schedule of Requirements.

If our Bid is accepted, we will submit the performance security in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Bid for a Period of 90 days from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



**Tech 1**

**INFORMATION REGARDING EXPERIENCE IN SIMILAR SERVICES**

S.NO.	DETAILS OF CLIENTS	DESCRIPTION OF SERVICES EXECUTED	DURATION	CONTACT NOS & ADDRESS OF CLIENT	NO OF SECURITY GUARD/ PERSONNEL DEPLOYED	VALUE OF CONTRACT

Place

Signature of Authorized Signatory

Date

Seal

(Can be used as Separate Sheet)

Remarks : No columns should be left blank by bidder otherwise bid shall be summarily rejected and shall not be considered during the evaluation.



**FINANCIAL STATUS OF ORGANISATION**

1. Name of Firm/Organization & Address (With Phone No.) :
2. Bankers (Name and Postal address Tel. No.) :
3. Capital
  - 3.3.1 Authorized :
  - 3.3.2 Issued, subscribed and Paid up :
4. Financial turnover of firm/ organisation (For last 3 year only)

Year	2008-09	2009-10	2010-11	Average Turnover
Turnover (Rs. In Lakh)				

(Note: Attach Supporting Documents)

5. Audited Balance sheets and Profit and loss a/c : along with schedule forming part of it for the last 3 years
6. Have you been declared bankrupt? If so please : Give details separately.

Place  
Date

Signature of Authorized Signatory  
Seal

Remarks : No columns should be left blank by bidder otherwise bid shall be summarily rejected and shall not be considered during the evaluation.



**ANNEXURE-I**

**PERFORMANCE SECURITY**

Date:

To

Chief Engineer,  
Regional Office,  
Narmada Control Authority,  
Narmada Sadan, Block-B,  
Scheme No.74  
Vijay Nagar, Indore- 452010.

WHEREAS [name of Agency] (hereinafter called “service provider”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated \_\_\_\_\_ to supply [description of goods and services] (hereinafter 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 Nationalized Indian bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

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.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]



**FORM OF AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Narmada Control Authority] (hereinafter called “the Employer”) of the one part and [name of Service Provider] of [city and country of Service Provider] (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Purchaser invited bids for -----  
-----and has accepted a bid by the Supplier for the supply of those services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Contract document and the Schedule of Requirement ( Price Schedule) submitted by the Supplier;
  - b. The Specifications;
  - c. The Conditions of Contract;
  - d. Special conditions of contract;
  - e. The Employer’s Notification of Award; and
  - f. All correspondence with Bidder before the award of work
3. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Employer  
Name: Name:  
Designation:  
Sign:  
Seal:

On behalf of the Agency  
Name: Name:  
Designation:  
Sign:  
Seal:

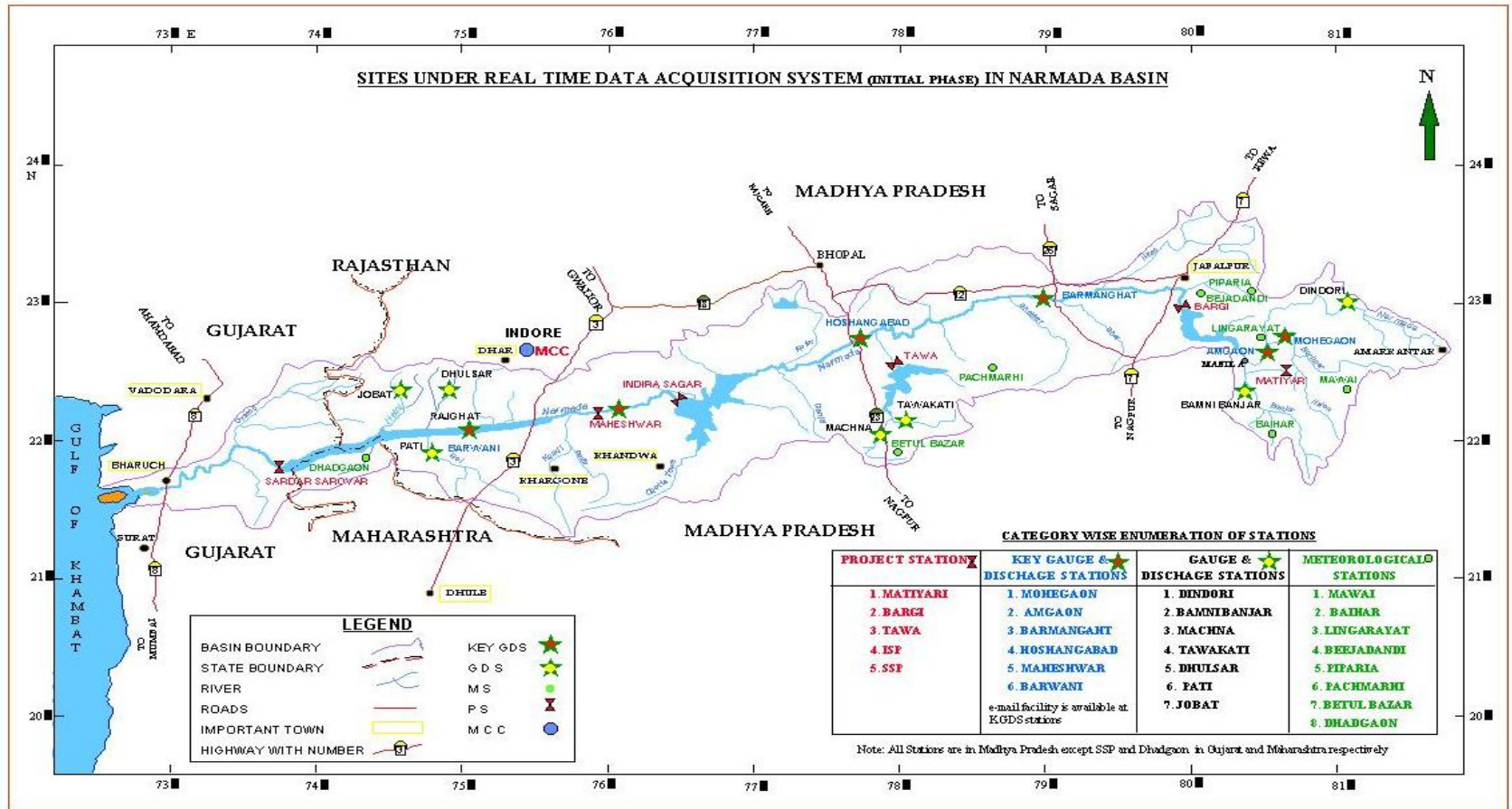


**LIST OF REMOTE STATIONS UNDER REAL TIME DATA  
ACQUISITION NETWORK IN UPPER AND MIDDLE NARMADA  
ZONE, UPSTREAM OF ISP**

<b>S. No.</b>	<b>Name of Station</b>	<b>Category</b>	<b>State</b>
1.	Dindori	GDS	MP
2.	Mohegaon	KGDS	MP
3.	Bamni Ganjar	KGDS	MP
4.	Amgaon	KGDS	MP
5.	Burmanghat	KGDS	MP
6.	Hoshangabad	KGDS	MP
7.	Shahpur	KGDS	MP
8.	Tawakati	GDS	MP
9.	Mawai	MS	MP
10.	Beejadandi	MS	MP
11.	Pachmari	MS	MP
12.	Betul Bazar	MS	MP
13.	Bargi	PS	MP
14.	Tawa	PS	MP



**Annexure - IV**



For Information: Samba Bahadur and Gopal Chandra in Survey of India Map

CONTRACTOR'S SIGNATURE



## SECTION II GENERAL CONDITION OF CONTRACT (GCC)

### A. GENERAL

#### 1 DEFINITIONS

- 1.1 Terms which are defined in the Contract Data are not only defined in the Conditions of Contract but also keep their defined meanings. Capital initials are used to identify defined terms, Schedule of Requirement means the priced and complete service to be arranged, forming part of the Bid. The Completion Date is the date of completion of the Services as certified by the Employer or his nominee in accordance with Contract Data or amendments, if any.

The '*Active mobile phone*' means the prepaid/postpaid mobile phone having continuous validity period for communication on the mobile network operative and generally available at the concerned site with sufficient talk time for any communication from site on urgency of data/emergency.

The '*Authority*' means Narmada Control Authority and its authorized representative officers.

The '*Contract*' is the contract between the Employer and the Agency/Contractor to execute, complete and provide services.

The '*Contractor /Service Provider*' is a person or corporate body whose Bid to carry out the Services has been accepted by the Employer.

The '*Contractor's Bid*' is the completed Bidding documents submitted by the Contractor to the Employer.

The '*Contract Data*' defines the documents and other information which comprise the Contract.

The '*Contract Price*' is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

*'Days'* are calendar days, months are calendar months.

A '*Defect*' is any part of the Services / services not completed in accordance with the Contract and includes deficiencies.

The '*Defects Liability Period*' is the period named in the Contract Data and calculated from the Completion Date.



The '**Employer**' is the party, viz. Chief Engineer, Narmada Control Authority who will employ the Service Provider to carry out the Services.

**'Equipment'** is the Contractor's machinery/non consumable items/vehicle etc. brought temporarily to the Site to construct the Services or to carry out services as per the terms of the contract.

**"GCC"** means these General Conditions of Contract;

The '**Initial Contract Price**' is the Contract Price listed in the Employer's Letter of Acceptance.

The '**Intended Completion Date**' is the date on which it is intended that the Contractor shall complete the services. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the employer by issuing an extension of time.

**'Material'** are all supplies, including consumables, used by the contractor for incorporation in the Services / services.

**"Party"** means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

**"Personnel"** means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

**'Plant'** is any integral part of the Services which is to have mechanical, electrical, electronic or chemical or biological function.

**"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented;

**"Services"** means the work to be performed by the Service Provider pursuant to this Contract, as described in bid document; and in the Specifications and Schedule of Activities included in the Service Provider's Bid;

The '**Services**' are what the contract requires the contractor to execute, install, provide services and turn over to the Employer as defined in Scope of Service

**"Service Provider"** is a person or corporate body whose Bid to provide the services has been accepted by the Employer;



**"Service Provider's Bid"** means the completed bidding document submitted by the Service Provider to the Employer;

The **'Site'** is the area where the agency has to execute the Services /services.

**"Specifications"** means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer;

**'Specification'** means the specification of the Services included in the Contract and any modification or addition made or approved by the employer or his authorized representative.

The **'Start Date'** is the date when the, Contractor shall commence execution of the services/services and shall be the date of issuance of the service order.

**'Temporary Services'** are services designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Services / providing of services.

A **'Variation'** is an instruction given by the employer or his representative which varies the services.

## **2 INTERPRETATION**

2.1 In interpreting these Conditions of Contract, singular also means plural, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract

2.2 If the sectional completion is specified in the Contract Data reference in the Condition of the Contract to the Services, the Completion Date, and the Intended Completion Date apply to any Section of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services)

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- a. Agreement
- b. Letter of Acceptance and notice to proceed with services
- c. Contractor's Bid
- d. Contract Data
- e. Special Conditions of Contract, Specification of Services, Scope of Services
- f. General Conditions of Contract



- g. Schedule of Requirement and
- h. any other documents listed in the Contract Data as forming part of the Contract

### **3 LANGUAGE AND LAW**

3.1 The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of services. However, the subsequent communication with the contractor can be in either Hindi or English. In the bilingual bid document the English version shall prevail in case of any discrepancy.

### **4 COMMUNICATIONS**

4.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

### **5 JOINT VENTURE**

5.1 Two or three companies/contractors may jointly undertake contract/contracts. Each entity would be jointly responsible for completing the task as per the contract.

### **6 OTHER CONTRACTORS**

6.1 The Service Provider and his personnel shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification

### **7 PERSONNEL**

7.1 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his service force stating the reasons, the Contractor shall ensure that the person leaves the Site within two days and has no further connections with the service in the Contract.

### **8 EMPLOYER'S AND CONTRACTOR'S RISKS**

8.1 The Employer carries the risks which this, Contract states are Employer's risks and the Contractor carries the risks which this Contract state are Contractor's risks.



## **EMPLOYER'S RISK**

- 8.2 The Employers risks are
- a) in so far as they directly affect the execution of the Services in the country where the Permanent Services are to be executed
    - i. war and hostilities (whether war be declared or not). invasion, act of foreign enemies;
    - ii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
    - iii. ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear. fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - iv. pressure waves caused by aircraft or other' aerial devices traveling at sonic or supersonic speeds; and
    - v. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Services.
    - vi. flood inundation, tornadoes, earthquakes and landslides adversely affecting the station premises at site.
  - b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Services, except as may be provided for in the Contract;
  - c) loss or damage to the extent that it is due to the design of the Services, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
  - d) any operation of the forces of nature (in so far as it occurs on the. Site) which an experienced contractor:
    - i. could not have reasonably foreseen, or
    - ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
      - a. Prevent loss or damage to physical property from occurring by taking appropriate measures or
      - b. Insure against.

## **CONTRACTOR'S RISKS**

- 8.3 All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the sole responsibility and liability of the Contractor.



**9 INSURANCE**

- a. All the employee of the agency shall have to be covered under ESI scheme. In case where ESI scheme does not exist, the agency is to take up equivalent insurance cover from insurance company.

**10 CONTRACTOR TO EXECUTE THE SERVICES**

- 10.1 The Service Provider shall execute the services or provide services in accordance with the Specification and instructions.

**11 THE SERVICES TO BE COMPLETED BY THE INTENDED COMPLETION DATE**

- 11.1 The service contract shall be on Annual Contract basis. The Contractor shall commence the execution of the Services on the Start Date and shall carry out the Services in accordance with the program / schedule submitted by the Contractor or provided by the employer or as updated with the approval of the Employer, during the contract period.

**12 APPROVAL BY THE EMPLOYER**

- 12.1 All temporary services required for execution of services or providing services shall be got approved from the Employer or his authorized representative.

**13 SAFETY**

- 13.1 The Service Provider shall be responsible for the safety and security of all activities on the Site.

**14 DISCOVERIES**

- 14.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Service Provider is to notify the employer of such discoveries and carry out the Employer's instructions for dealing with them.

**15 POSSESSION OF THE SITE**

- 15.1 The Employer shall give possession of the Site to the Contractor, free from encumbrances. If possession of site is given in a phased manner it would be compatible with contractor's service progress.



## **16 ACCESS TO THE SITE**

16.1 The Service Provider shall allow the Employer or his nominee and any person authorized by the Employer, viz., personnel of M/s ECIL, Hyderabad & their consultants etc., access to the Site to any place where service in connection with the Contract is being carried out to provide the services. The personnel of the Service Provider shall cooperate, assist such officials and abide by their instructions.

## **17 INSTRUCTIONS**

17.1 The Contractor shall carry out all instructions of the employer or his nominee which comply with the applicable laws where the Site is located.

## **18 ARBITRATION**

18.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the Executive Member, Narmada Control Authority, Indore and the award / decision given by him shall be final and binding on both the parties.

18.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.

18.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations / decision. No such recommendations/ decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.

18.4 The reference to arbitration shall proceed notwithstanding that the services shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the services. Neither party shall be entitled to suspend the services to which the dispute relates, nor shall payment to the Contractor be continued to be made as provided by the contract.

18.5 Arbitration proceedings shall be held at Narmada Control Authority, Narmada Sadan, Indore

18.6 All arbitration awards shall be in writing and shall state the reasons for the award.

18.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.



## **B - TIME CONTROL**

### **19 PROGRAM**

- 19.1 During the currency of Annual service contract, the Contractor shall submit to the Employer or his nominee for approval a Program showing 'the general methods, arrangements, order, and timing for all the activities in the Services/services.
- 19.2 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

### **20 CORRECTION OF DEFECTS**

- 20.1 The employer or his nominee shall give notice to the Contractor in writing of any Defects"
- 20.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the employer or its nominee's notice.

### **21 UNCORRECTED DEFECTS**

- 21.1 If the Contractor has not corrected a Defect within the time specified in the Employer or his nominee's notice the Employer or his nominee will assess the cost of having the Defect corrected, and such amount will be deducted from the monthly bill or the Performance Security of the Service Provider.

## **D - COST CONTROL**

### **SCHEDULE OF REQUIREMENT**

- 22.1 The rate and the amount quoted in the Schedule of requirement forms the basis of deriving the Contract Price. If requested by the Employer or his nominee, the Service Provider shall be in obligation to provide detailed cost break-up of such rate to the satisfaction of Employer. Such mutually accepted cost break-up can be enforced for any observed deviation of Service Provider's obligations towards contract or any law, rules, act etc. in deducing the recoveries from the Service Provider.



## **22.2 PRICE VARIATION**

Subject to Para 33, the price quoted for service charges by the Service Provider and agreed under the contract shall remain fixed. The same shall not be subjected to any escalation what so ever including the statutory charges, six monthly minimum wage revision and taxes/duties.

## **23 VARIATIONS**

- 23.1 All variations in the quantities of different items of services from the bill of Quantities shall be done only with the prior approval of the Employer.
- 23.2 In case of requirement the duration of the services prescribed in the contract can may be increased on mutual agreement without any unit price variation.
- 23.3 All Variations shall be included in updated Programs produced by the Service Provider.

## **24 PAYMENTS**

- 24.1 Bills shall be prepared and submitted by the Service Provider in duplicate on monthly basis irrespective of the number of days in a month. The Employer shall pay Service Provider only the unit price based monthly bill on pro-rata basis, in case of variation, subject to renderence of the services to the satisfaction of the officer in-charge.

## **25 TAX**

- 25.1 The Service Provider shall pay service tax and other levies including the statutory contributory deposits and the liabilities under various rules, acts & norms prescribed by the Govt. of India, Local State Governments and the Local bodies as per the Government Authority notifications issued from time to time as applicable. The Service Provider shall be solely liable and responsible for the timely deposit of such taxes, duties, statutory levies and contributory deposits with the concerned Departments and the refund of PF to its employee within two months of the termination of their services by the Service Provider without any liability and responsibility of the Employer towards either the concerned Departments or the employees of the Service Provider.
- 25.2 However income tax deductions will be effected on the monthly bill amount at the applicable rates towards TDS at the time of payment. The TDS certificate will be issued after the end of financial year or as per norms.



## **26 SUBSEQUENT LEGISLATION**

- 26.1 If, within 8 days (eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the Service Provider in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Service Provider be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

## **27 LIQUIDATED DAMAGES / PENALTY**

- 27.1 If the contractor fails to provide services as per the requirement of the employer, the employer shall be at liberty to engage the same from suitable agency/organisation and the excess cost incurred on engagement of such deficit security personnel shall be recoverable from the Service Provider.
- 27.2 The service/service are subject to supervision of the authorized representative of Employer. If any irregularity is observed it will entail penalty as defined at “Penalty” clauses as under:

### **PENALTY**

- 27.3 The employer shall release the payment to the agency only for providing services in para 10 by providing caretaking services through having qualifications and experience and duties to be performed as per specifications. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty to Rs.100/- per day per personnel from its monthly bill, up to a maximum deduction of 10% (ten percent) of the contract price.
- 27.4 If the Agency fails to deploy;
- minimum number of personnel for effective and efficient renderence of the prescribed services as specified in Schedule of Requirement - Section IV of bid document, for consecutive seven days , or
  - The employer shall, without prejudice to its other remedies under the contract, deduct from the monthly bill, as liquidated damages, a sum equivalent Rs.200/- per person per day for deficit number of personnel
- 27.5 The perpetual failure in consecutive 2 months to employ adequate number of person resulting in sub standard service will be considered as breach of the terms and conditions under the agreement.



27.6 If the agency fails to provide efficient and reliable caretaking services either due to deployment of inadequate number of personnel or lax and unsatisfactory services and fails to improve even when so asked, the employer may consider termination of the contract.

27.7 The Employer shall have authority to deduct 2% of contract price on each incident, as penalty /punishment, if any personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a site personnel and shall take such other action as may be required under the circumstances.

## **28 ADVANCE PAYMENT**

28.1 No advance payment shall be paid to the contractor in any circumstances under this contract

## **29 SECURED ADVANCE**

29.1 No advance payment in respect of service, material and plant/equipment shall be paid, in any circumstances under this contract.

## **30 PERFORMANCE SECURITY**

30.1 Within fifteen (15) days of receipt of award from the Purchaser the successful Bidder shall furnish the performance security as a percentage of the contract price that shall be five percent (5%) of the Bid Price in any of the form given below:

- a. In the form of bank guarantee issued by any schedule bank in accordance with the form provided in the bidding documents at Annexure-I, or in another form acceptable to the Purchaser. or
- b. Government Securities or in the shape of TDR duly signed under seal on its reverse

30.2 Failure of the successful bidder to comply with the requirement of clause 27 of section I shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in such event the employer may call for new sealed bid.

30.3 The performance security will be as follows:

- a. Performance security is for the purpose of securing proper performance of obligation of the contractor/agency under this contract. The performance security shall be forfeited in the event of termination of contract by the employer for reason of breach of contract by the agency or in case the termination is owing to the fact that imposed liquidated damages has reached to maximum.



- b. The amount of performance security as a percentage of the contract price shall be five (5%) percent of the Bid Price in the currency of the Bid price.
- c. The validity of Performance Security shall be Eighteen (18) months from the issuance date of the letter of acceptance. Service Provider shall be under obligation to extend the validity corresponding to any extension of the operational period of the contract.
- d. The performance security shall be released on successful performance of contract and upon submission of claim by the agency and issuance of no dues and no complain certificate by the officer in charge of the employer.

### **31 COST OF REPAIRS**

- 31.1 Loss or damage to the Services or property of the Authority due to any negligence of the Service Provider or its personnel during the currency of the contract, it shall be remedied by the Service Provider or the cost of the property shall be recovered from the bill of the Service Provider.

### **32 AMENDMENT IN CONTRACT**

- 32.1 Any amendment issued by the Employer in the terms and conditions, operative period as well as specifications of the Contract shall be in writing with mutual consent. The same will be effected from the date of the issue of amendment unless and until specified otherwise.

## **E. FINISHING THE CONTRACT.**

### **33 CHANGE ORDERS**

- 33.1 The Employer may at any time, by a written order given to Service Provider, make change within the general scope of the Contract in any one or more in respect of the nature, quantity and location of services to be provided by the Service Provider including the operational period of the contract.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price and the Contract shall be accordingly amended. In case additional man power at any station is sought by the Employer for any short period in writing, the same shall be provided by the service provider immediately and the cost thereof shall be worked out and paid on prorata basis with reference to relevant rates forming the contract price.



### **34 COMPLETION / HANDING OVER**

- 34.1 The Service Provider shall hand over the Site / equipments, etc., as the case may be and the Services **within 24 hours of completion of the contract period.**

### **35 FINAL ACCOUNT**

- 35.1 The Service Provider shall apply to the Employer or his nominee a detailed account of the total amount that the Service Provider considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and no complain certificate and certify any final payment that is due to the Service Provider within 30 days of receiving the Service Provider's account if it is correct and complete. If it is not, the Employer or his nominee shall issue within 15 days a schedule that will state the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted the Employer or his nominee shall decide on the amount payable to the Service Provider and issue a payment certificate, within 30 days of receiving the Service Provider's revised account. Service Provider shall ensure that all his personnel deployed in NCA have received their PF deposit details, duly certified by EPF Deptt., and they do not have any grievances against him in this respect before the submission of final Account.

### **36 TERMINATION**

- 36.1 The Employer or the Service Provider may terminate the Contract to give one month notice if the other party causes fundamental breach of the Contract.
- 36.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- a. The Service Provider stops service for 7 days when no stoppage of service is shown on Program and the stoppage has not been authorized by the Employer.
  - b. The Service Provider becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - c. The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the Service Provider fails to correct it within a period of time determined by the Employer.
  - d. The Service Provider does not tender and maintain requisite services which is required.
  - e. The Service Provider has failed to provide the adequate arrangement to perform the requisite services by the number of days for which maximum amount of liquidated damages can be imposed / or delay / stop the execution



of services which affects the data observation & collection and other allied work prescribed by the Employer.

- f. If the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 36.3 If the Contract is terminated the Service Provider shall stop service immediately, make the Site safe and secure and leave the Site after handing over the same to the Employer or his representative as early as reasonably possible.
- 36.4 In the event of termination by the Employer, the performance security of the agency shall be forfeited and balance period security services contract shall be undertaken at the risk and cost of the agency, till the new contract is executed.
- 36.5 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Service Provider, the Employer will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

## **OBLIGATIONS OF THE SERVICE PROVIDER**

### **37 CARETAKING PERSONNEL**

- 37.1 The Service Provider shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Service Provider shall deliver to the Employer a report in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Service Provider on the service place and such other information as the Employer may require.
- 37.2 The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management professional techniques and practices and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests.
- 37.3 The Service Provider shall be solely liable to pay to its employee, engaged in the process of the renderence of requisite services under the Contract, wages not less than the minimum wages for semi skilled category prescribed from



time to time by the respective Labour Commissioner, of the concerned State as applicable at the site of their deployment and fulfillment of all benefits to them as prescribed under various Law, rules, acts, orders in vogue without any liability and responsibility of Employer.

### **38 COMPLIANCE WITH LABOUR REGULATIONS:**

38.1 During continuance of the contract, the Service Provider and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable given below. The Service Provider shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Service Provider the Employer shall have the right to deduct any money due to the Service Provider including his amount of performance security. The Employer shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Service Provider and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE:**

- a) Servicemen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable 'to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus serviceers @ 12%/8.33%. The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death, as the Case may be.
  - ii. Deposit linked insurance on the death in harness of the serviceer.



- iii. Payment of P.F accumulation on retirement/death etc.
- d) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or 'more contract labour.
- e) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- f) Payment of Wages Act 1936:- It lies down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the serviceers.
- g) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for service of equal nature to Male and Female serviceers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- h) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees.
- i) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes.
- j) The Building and other Construction serviceers (Regulation of Employment and Condition of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction service and employs 10 or more serviceers are covered under this Act.



## **SECTION III**

### **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

#### **1 COMMENCEMENT & COMPLETION OF SERVICE**

- 1.1 The Agency will start service within 7 days from the date of signing of agreement. The initial annual service contract shall be for one year. The contract period may be extended on mutual agreement for agreed period.

#### **2 QUALITY OF SERVICE**

- 2.1 It will be the responsibility of the Service Provider to maintain the high standard of services at the sites.
- 2.2 In case of mishap within the premises of the employer, the same will be expressly reported to the officer in charge, appointed by the employer, who will deal with all matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the Service Provider on the instruction of the employer.
- 2.3 The Employer may carry out regular checks regarding the efficiency and effectiveness of the arrangements made by him or by himself

#### **3 PF / EPF and ESI**

- 3.1 As per the Government directives any agency engaged in the profession of employing manpower of 20 or more is required to be covered under the Act of ESI, PF/EPF and the Contract labour Act. It is pertinent to mention that the Service Provider would submit the proof of deposit of Service Provider and employee contribution to the Authority, every month, as per the norms.

#### **3.2 INSURANCE**

The Service Provider shall also provide the benefits to the staff engaged by him under the Social Welfare Legislation Act like Workman's Compensation, insurance for necessary medical attendance for the personnel where ESI facility is not available etc. The insurance policies covering all the deployed employees of the agency in NCA for the workman's compensation, mediclaim for the following amount.



1	Workman's compensation	-	Rs. 1.0 Lac per employee/workman
2	Mediclaime policy	-	Rs. 0.50 Lac per employee/workman where ESI facilities not available i.e., for persons deployed at Remote Stations.

Employer shall not be liable and responsible for any claims of staff engaged by the Service Provider for the care taking services to be rendered to Employer under the Contract.

#### **4 BONUS**

4.1 It should be mandatory on the part of security agency to pay minimum bonus i.e. @ 8.33% (to the maximum prescribed limit) to all the eligible personal engages by it, as per the Bonus Act.

#### **5 GRATUITY / TERMINAL BENEFITS**

5.1 It will be the liability of the Service Provider to pay minimum gratuity / terminal benefit its employees, as per existing rates. The terminal benefit will be paid in cash to the personals as and when leave the employment.

#### **6 WAGES**

6.1 The wages of the employee of Service Provider under this Contract shall not be less than the minimum wages of semi-skilled labour applicable in concerned States as per their sites of deployment. These wages and other statutory benefit shall be paid by the Service Provider to his personal engaged in the Authority under the contract as per contract Labour (Regulation and Abolition) Act 1970 and other statutory provisions.

6.2 These wages are linked with minimum wages and hence will be revised as and when the respective State Government revises their minimum wages. However, the contract price shall not be changed on this account.

As such, the quoted rates must be inclusive of any compensation in future for any statutory decisions of wages etc. by respective State Governments where such personnel will be deployed by the Service Provider.

#### **7 TERMS OF PAYMENTS**

7.1 No mobilization advance and secured advance will be paid.



- 7.2 Employer will release the payment to Service Provider at the approved rates subject to Para 27.3 of GCC. Bill should be prepared and submitted by the Service Provider in two copies along with the attendance sheet duly verified by officer in charge on monthly basis.
- 7.3 The Service Provider shall maintain proper account of payments including statutory benefit being given to his personal engaged in the Authority. Service Provider should also submit the proof of payments and statutory benefits, if any, given to the personals for previous month along with running monthly bill.
- 7.4 The Service Provider shall deposit service tax and EPF as well as ESI contribution and submit the photocopies of the Challan/ returns of previous month along with running monthly bill. In case of Insurance/mediclaim or equivalent purchased by the Service Provider for his employee not covered under ESI, the copy of such receipts must be submitted within two months of the commencement of the contract to the Employer.
- 7.5 If the Employer observes undue inordinate delay in the payment of wages to the personnel deployed in NCA by the Service Provider, the payment of wages can be disbursed by the Employer at his discretion out of the security deposit of the Service Provider with NCA on the prevalent minimum wages rate. Employer may then consider the termination of contract on the fault of Agency.

## **8 SERVICE CHARGES**

- 8.1 The agency shall offer their rates for service charges in Schedule of Requirement for providing and facilitating the services at the Authority on taking into account of the wages, mobile phone charges and other statutory benefits of his personal, taxes and duties etc.

## **9 SERVICE PROVIDER'S COOPERATION WITH THE EMPLOYER**

- 9.1 The Service Provider and his personals at all times, shall work in coordination with the Employer & its staff and offer the all the assistance expected from them.
- 9.2 In respect of observation of local rules, administrative orders, working hours and the like, the Service Provider and his personals shall cooperate with the Employer.
- 9.3 The Service Provider and his personnels shall adhere to the disciplinary procedures set by the Employer in respect of his employees and the workman at the site. Service Provider shall be in obligation to remove such persons from the sites who, in the opinion of the Employer, have misconduct, or



found negligent in the performance of duty as per the laid down procedures or gross disobedient of the instructions/directions of the Officer-in-charge/Employer. In such a case Service Provider shall be liable to provide viable and competent replacement expressly.

**10. MOBILE PHONE**

10.1 Service Provider shall ensure the availability of the mobile phone in working condition with each of his personnel. He will also ensure that 'SIM' in the mobile phone relates to the mobile phone network mostly available at the site of the deployment of his personnel.

10.2 Service Provider shall ensure the validity of each mobile phone without any discontinuation of service for communication through out the contract period. Each mobile must have the adequate valid talk time at least for sixty calls to MCC in a calendar month for the urgency of data communication or any emergency communication with officer in charge etc.

10.3 Service Provider shall provide the mobile phone number of each of his personnel to the officer in charge/ Employer within a week of commencement of services. Employer shall not reimburse any charge for mobile phone recharge/validation, whatsoever it may be irrespective of the quantum of its uses in renderence of duties for the satisfactory performance of contract.

**11. TRAINING**

11.1 The Employer shall arrange to provide training to the personnel of Service Provider about the data observation for water level and rainfall, maintenance of records and other requirements of intended services for caretaking and up-keeping of premises and surveillance after their deployment.

**12. ANTECEDENCE**

12.1 The Service Provider shall ensure that his personnel engaged for renderence of services under the contract have good moral character, obedient and promptness without any criminal background. He will not engage any personnel, who is either convicted by any Court of Law or against whom the criminal proceedings is pending.

12.2 The Service Provider shall seek the Police verification of antecedence of his personnel as per laid down procedure and shall submit the copy of his reference to the Police Department to the Employer within 15 days of the engagement and deployment of his personnel at the site.



12.3 Any loss caused to the Employer due to criminal conduct of the personal of the Service Provider shall be indemnified by the Service Provider. The Employer shall have no responsibility and liabilities whatsoever it may be on this account.

### 13 **APPLICABLE LAW**

13.1 The contract shall be interpreted in accordance with the laws of India and the Courts of Indore, Madhya Pradesh shall have exclusive jurisdiction in all the matters arising under the Contract.

### 14 **LOCAL CONDITIONS**

14.1 It is always in the interest of the Service Provider to remain fully acquainted and informed about the local conditions and factors of sites and the availability of resources like manpower, mobile network. etc., applicability of various laws and rules of the Government and Local bodies which may have any effect on the works covered under the stipulated specifications and this document.

14.2 It must be understood and agreed that such factors have been properly investigated and considered while submitting the bid. No claim for financial adjustment to any contract awarded under this document shall be permitted; neither any change in specifications nor in scope of work shall be permitted on the ground of lack of information with Service Provider.

### 15. **TRAVELLING ALLOWANCE:**

15.1 Normally the personnel of the Service Provider shall not be asked to attend duty at any place other than his place of deployment. However, should there any need arise, the officer-in-charge may ask the person to attend duty at other place for a very short duration which shall have to be complied with without impairing the work and its quality at the site by making local arrangements.

15.2 In case any personnel proceeds on the duly authorized official tour, he will be entitled to traveling allowance, i.e., daily allowance as follows along with the actual Train fare limited to Sleeper class or by Bus fare on submission of the proof of ticket. No other allowance would be admissible.

<u>Sl. No.</u>	<u>Touring City</u>	<u>Daily Allowance</u>
01	Indore/Bhopal	Rs.70/-
02	Any other place	Rs.55/-

Absence from duty place on calendar day basis

(a) Not exceeding 6 hours : no daily allowance



- (b) Exceeding 6 hours, but not exceeding 12 hours : 70% of daily allowance
- (c) Exceeding 12 hours : 100% of daily allowance

15.3 For claiming the traveling allowance, the Service Provider shall have to submit the bill separately along with the Actual authorized tour program duly recommended by the Officer-in-charge and approved by the concerned Director/Superintending Engineer. Service Provider shall disburse the payment to the concerned after the receipt of payment.

No advance payment shall be made in any case by the Employer irrespective of the length of absence and or distance of the touring place on account of any authorization by the officer in charge and the expenditure shall have to be managed by the Service Provider or his personnel from his resources.

**16 EXTRA WORK ALLOWANCE :**

16.1 No claim for any Extra work allowance for any additional hour's duty of the personnel of the Service Provider shall be accepted by the Employer.

**17 WATER & ELECTRICITY:**

17.1 Water & Electricity will be provided by the employer free of cost for the execution of service.

**18 SAFETY MEASURE**

18.1 The Agency shall abide the safety measures to perform the services and other allied services as per labour laws and norm prescribed by the concern authority.



**SECTION IV**  
**SCHEDULE OF REQUIREMENT**

The Service Provider will make the adequate arrangement by deploying the minimum personnel at designated post to execute the services as prescribed in the specifications in effective manner as per the following :-

<b>Sl. No</b>	<b>Description of Work</b>	<b>Total No. of Stations</b>	<b>Minimum No. of personnel (Caretakers) for all the stations</b>	<b>Rate (per month) for all the stations (in Words and Figures)</b>	<b>Amount (for one year) for all the stations (in Words and Figures)</b>
1	Arrangement for providing caretaking services at Remote Stations as per the specifications given in Section-V during Non-Monsoon period i.e. from November to June. (Minimum one caretaker required at each remote station during non-monsoon period)	<b>14</b>	<b>14</b>		
2	Arrangement for providing caretaking services at Remote Stations as per the specifications given in Section-V during Monsoon period i.e. from July to October. (Minimum two caretakers required at each remote stations during monsoon period)	<b>14</b>	<b>28</b>		
			<b>In figure</b>		
			<b>In words</b>		
	<b>Grand Total</b>				

The Service Provider undertake to provide necessary arrangements for uninterrupted renderence of the prescribed services to the satisfaction of the Employer by deploying appropriate and qualified workforce, equipped with the necessary tools & active mobile phone, in adequate numbers at each site in accordance with the terms and conditions of Contract.

Remarks : The rates should be quoted only in respect of scope of work mentioned under Section V of bid document. Other options if given by any bidder shall be summarily rejected & shall not be considered during the financial bid evaluation.



## **V- SPECIFICATIONS**

### **1. INTRODUCTION**

Narmada Control Authority (NCA), a body corporate under Ministry of Water Resources, Govt. of India has established an automated Real-Time Data Acquisition System (RTDAS) comprising of 22 Remote Stations spread over the Narmada basin at the representative locations and a Master Control Centre (MCC) located at Vijay Nagar, Indore under a contract through M/s Electronics Corporation of India Limited (ECIL), Hyderabad. Out of 22 Remote Stations, twenty two stations are located in the state of Madhya Pradesh, and one each in the state of Gujarat and Maharashtra. Fourteen (14) Remote Stations spread over Upper and Middle Narmada basin, upstream of ISP are in Madhya Pradesh. The list of such stations is at Annexure-III with index map at Annexure-IV. However, since the responsibility of the preventive and breakdown maintenance of the system rest with M/s ECIL during the warranty period of 2 years and thereafter AMC for 3 years under their contract with NCA, their officials, consultants and Sub-contractors shall have the permission to access the Remote stations and MCC for equipment maintenance/replacement of equipment purposes.

### **2. SYSTEM EQUIPMENTS**

Remote Stations have been provided with the advance technology based satellite communication equipments with Helix and 3 meter Dish antenna, sensors for the measurements of Rainfall, Wind Speed, Wind Direction, Temperature/Humidity probe installed outside the station premises at each of stations. Water Level Sensor and Sensors for Evaporation and Solar radiation are also installed outside at the selected stations. The support system equipment like Solar panel, batteries, radio modem, signal conditioners, ordinary rain gauge etc are also there duly installed at the stations as per the requirements. At the station categorized GDS/KGDS, gauge line is there for manual observation of river data. The list of complete inventories available at the particular stations is maintained.



### **3. SCOPE OF WORK**

3.1 The work envisages a complete solution for providing caretaking services which shall include general upkeep of remote stations, reporting of any mis-happenings, the manual observation of Water level data and value at the display of Water level sensor, wherever applicable, and the manual observation of Ordinary rain gauge data at the interval prescribed from time to time by the officer in charge of NCA, maintenance of its complete log and station records, the communication of data to MCC through active mobile phone to the concerned officials at MCC, maintenance of the intactness of the station equipment by effective surveillance and assistance in the upkeep of station premises and equipment at the Remote Stations enlisted in Annexure-II. The service provider shall keep one care taker for caretaking services on staggered duty basis each day round the year. However, to cope up with the increased work load during monsoon period i.e. July to October, minimum two care takers are required.

3.2 The scope of work in terms of the number of stations can be increased or decreased by NCA at the same commercial terms during the pendency of the contract by issuing necessary amendments /orders in writings.

### **4. Qualifications**

4.1 The manpower deployed by the service provide for the execution of contract must be a stout, active, responsible and alert male person below the age of 50 years. He must be suitably qualified and willing person to work in the extreme weather conditions in odd hours at the sites, located even in the desolate area for the performance of duties assigned to him from time to time by the officer in charge. It is desirable but not mandatory that the personnel deployed has the swimming skill.

4.2 The educational qualification of such manpower deployed by the Agency at the Remote Station shall not be less than class X pass. He must be capable to maintain the records, observe the data religiously and remain at the site alone without any fuss and fear for the performance of duties prescribed under para 3.1 above and duties assigned to him form time to time by the officer in charge.

### **5. Training**

5.1 The manpower deployed by the service provider shall be given guidelines and training as per para 11.0 of SCC, Section III.

### **6. Mobile Phone**



6.1 Service provider shall ensure the availability of active mobile phone with his all personnel deployed for the performance of contract in accordance with para 10.0 of SCC, Section III.

## **7. Wages**

7.1 The wages of the manpower deployed by the service provider shall at no time be less than the prevalent minimum wages fixed by the Labour Commissioner for semi-skilled labour in the state of their deployment. The service provider shall be solely responsible and liable for any default on this account without any liability to Employer.

## **8. Service Condition**

8.1 The service conditions of all the personal deployed by the service provider for the performance of the contract shall be regulated, protected & executed under the provisions of various Laws/Acts Rules as per para 38 of GCC, Section II.

8.2 The persons deployed by the service provider for caretaking services at Remote Stations shall be required to stay at duty point for attending to any exigencies of work for which one room accommodation may be provided free of cost.

8.3 The manpower deployed by the service provider shall be solely the employee of Service Provider. Such manpower by virtue of their working for the cause of Employer, shall not be entitled in any case for recruitment in the cadre of Employer. Service Provider shall be solely responsible and liable for any lapses directly or indirectly made by him or by his manpower in the performance of the services to the satisfaction of officer in-charge.

## **9. Monitoring**

9.1 Service provider shall evolve a mechanism for effective monitoring of the services being rendered at each site on daily basis through close interaction with the arrangement made by him and the office in-charge of the Employer.



## **SECTION VI** **CONTRACT DATA**

**BID NO. : RO/ NCA/ Man Power Arrangement/ 30-34**

**Date: 27.01.2012**

**NAME OF SERVICE: Providing Caretaking Services at Fourteen (14) Remote Stations in Upper and Middle Narmada 0 Zone, Upstream of ISP**

<b>DETAILS OF BID SECURITY</b>	:	Rs.50,925/- with validity for 120 days beyond the date of opening of tender
Period of sale of Bidding Document	:	Upto 17.02.2012 between 1100 to 1700 hrs.
Pre-Bid Conference	:	On 13.02.2012 1500 hrs.
Last Date and Time for receipt of Bids	:	On or before 21.02.2012 up to 1500 hrs.
Time and Date of Opening of Bid	:	On 21.02.2012 at 1700 hrs.
Place of Opening of Bid	:	Office of the Chief Engineer, Regional Office, Narmada Control Authority, Narmada Sadan, Block-B, Scheme No.74 Vijay Nagar, Indore- 452010
Officer Inviting Bid	:	Chief Engineer Narmada Control Authority
Start date / date of commencement	:	Within seven days from signing of agreement
Intended completion date :	:	One year from the date of commencement. (Annual Contract Rates )
Performance Security	:	5 % of contract price
Contract Price :	:	Total cost mentioned in Schedule of Requirement
Liquidated Damages / Penalty	:	The employer shall release the payment to the agency only for providing services as mentioned in sub clause 27.3, failure in the compliance shall attract the invokement of Penalty clause 27 of GCC.