

TENDER NO: 14/17-18

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
CAUVERY DIVISION**



**TENDER FOR PROVIDING MOTOR VEHICLE DRIVER SERVICES FOR CAUVERY
AND SOUTHERN RIVERS CIRCLE AT BANGALORE**

LAST DATE FOR SUBMITTING TENDER	11.04.2018 at 18:00hrs
DUE DATE FOR OPENING OF TENDER:	12.04.2018 11:00hrs
OFFICER INVITING TENDER	Executive Engineer, Cauvery Division, Central Water Commission, Bengaluru
PRICE OF TENDER DOCUMENT:	Rs. 500/-

Certified that this tender document contains total number of 24 pages

Government of India
Central Water Commission
Cauvery Division

NOTICE INVITING e-TENDER

No. CD /43(8) / JE (HQS) / 2017 / 521-23, 27 MAR 2018

The Executive Engineer (EE), Cauvery Division invites on behalf of the President of India, online e-Tenders from an experienced and eligible Agency for the work "providing motor vehicle driver services for Cauvery and Southern Rivers Circle at Bangalore"

1. Name of work: **Providing motor vehicle driver services for Cauvery and Southern Rivers Circle at Bangalore**
2. Estimated cost : ₹ 3,65,200/-
3. Earnest Money: ₹ 7,300/-
4. Performance Guarantee: 5 % of tendered value.
5. Cost of Tender Document: Rs.500/-

2. Schedule of e- Tender

TENDER FORM AVAILABLE ONLINE FROM	28.03.2018 at 10:00hrs
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	11.04.2018 18:00hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	12.04.2018 10:00hrs
DATE AND TIME OF OPENING OF BIDS	12.04.2018 at 11:00 hrs
PLACE OF OPENING OF BIDS	O/O the Executive Engineer, Cauvery Division, "Jalasoudha", CWC, Bengaluru
PRICE OF TENDER DOCUMENT:	Rs. 500/-

3. Tender can be downloaded from website www.tcil-electronictender.com, www.eprocure.gov.in and www.cwc.nic.in from 28.03.2018 at 10:00hrs to 11.04.2018 18:00hrs. But tender will be opened only after following payment is made :-

- (i) Rs. 500/- in cash as cost of tender or through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer, Cauvery Division, CWC payable at Bengaluru.


- (ii) **Rs. 7,300/-** as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favor of the Executive Engineer, Cauvery Division, CWC payable at Bengaluru.
- (iii) The cost of tender and Earnest Money Deposit (EMD) has to be submitted after last date and time of submission of tender and before due date and time of opening of tender.
4. The tender forms complete in all respects should be submitted online on or before 12.04.2018 at 10:00hrs .Offline submission of tender is not permitted.
 5. The bid of the tender will be opened online on **12.04.2018 at 11:00 hrs** in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office.
 6. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com>. or www.cwc.gov.in or www.eprocure.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
 7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL www.tcil-electronictender.com.
 8. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Instruction to bidders
Schedule of Requirement
Contract Form
Other Standard Form


27/3/18
Executive Engineer
Cauvery Division
CWC, Bengaluru

Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru for kind information please.
2. The Accounts Branch, CD, CWC, Bengaluru.
3. The Notice Board, CD, CWC, Bengaluru.


Executive Engineer
Cauvery Division
CWC, Bengaluru

Instructions to Bidders

1. General

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- iii. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- iv. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- v. Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- vi. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- vii. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- viii. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- ix. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender. Tenderer should visit the different sites before submission of bid.
- x. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- xi. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xii. The words 'Tenderer' and 'Agency' has been used interchangeably.
- xiii. Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Agency are advised to follow the instructions provided in the 'Instructions to the Agency/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in.
- xiv. Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- xv. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> in at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- xvi. For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. the tender form and Financial bid submitted by the tenderer online;
 - b. Tender document

- c. Amendment to the tender document;
- d. Post tender opening Correspondences both online and offline; and
- e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

- i. The following documents are to be furnished online in the bid part by the Agency along with bid as per the tender document:
 - a. Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN and Tender Acceptance Letter.
 - b. Signed and scanned copy of previous three Financial Years (2014-15, 2015-16, 2016-17) Income-tax filed copy/VAT/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
 - c. Signed and scanned copy of audited Balance sheet of last three years.
 - d. Any other document in support of the Bid.
- ii. Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, Cauvery Division.
 - a. Cost of the tender amounting to Rs.500/-
 - b. EMD of **Rs.7,300/-**
 - c. Pass-phrase for opening of Technical and Financial Bids. Passphrase shall be supplied in one sealed envelope. The envelope shall be clearly marked "pass-phrase for technical bid and financial bid".

3. Qualification/Eligibility Criteria for the Tenderers:

- a. The bidder should have GST No./PAN/Aadhar No.
- b. The firm should have registered to provide Man Power Assistance/labour services with Central or State Govt.
- c. The firm should have registration for EPF, ESI.
- d. The firm should have minimum 3 years experience from the date of registration in the business of providing man power assistance/labour/driver services.
- e. The Agency should not have been blacklisted by any authority.

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

4. Period of Validity of tenders:

Tenders shall remain valid for **90 days** after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

5. Contents of bidding documents:

The set of bidding document comprises the documents listed below

- a) Notice of Invitation to Bids
- b) Instruction To Bidders
- c) Schedule of work
- d) Contract/Agreement form

6. Amendment of Bidding Document:

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

7. Language of the Bid:

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

8. Earnest Money Deposit:

The bidder shall furnish as part of its bid an EMD of Rs. **7,300/- (Rupees Seven thousand three hundred only)** in the form of DD/Banker's Cheque of any scheduled bank. The EMD may be forfeited in the following cases:

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

9. Security Deposit & Performance Guarantee:

The successful bidder shall furnish an amount equivalent to 5% of the value of contract as Security Deposit & Performance Guarantee in the form of DD/Bank Guarantee/NSC/FDRs from any scheduled bank in favour of **Executive Engineer, Cauvery Division, Central Water Commission Bengaluru** payable at Bengaluru within 15 days after the receipt of letter of acceptance. The performance guarantee will be forfeited in case termination of the contract by the Department due to lapses on the part of the contractor /agency.

10. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.
- c) The rate quoted by the tenderers shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.

- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) The rate quoted by the Agency shall be inclusive of monthly wages (Basic plus VDA), Employees Provident fund, ESI and all other statutory benefits as per minimum wages act for the year 2017.
- f) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works.
- g) The rates shall be quoted in Indian Rupee only.
- h) Only one quotation can be submitted by each agency.

11. Corrupt and fraudulent practices:

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

- (a) Defines for purpose of these provisions, the terms set forth below as follows:-
 - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
 - (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

12. Clarification of Bidding Documents:

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

13. Examination of Bids and Determination of Responsiveness:

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the work and which limits in any substantial way inconsistent with the bidding documents, the Executive Engineer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. If a bid is not substantially responsive, it will be rejected by the Executive Engineer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

14. Award criteria:

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

15. Notification of Award:

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

16. Dispute Resolution Mechanism:

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

17. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

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

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

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

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

S No.	Category of Post	Qualification	Age	Description of the work
1.	Motor Vehicle Driver	Minimum 8 th Standard Pass or Equivalent with 3 years experience	21-50	Performing duties related to driving and maintenance of office vehicle as and when required.

Under this organization, offices / gauging sites are spread over the state of Kerala/Tamil Nadu/Pondicherry, part of Karnataka and Andhra Pradesh. The driver should drive the vehicle with alertness. The driver should be capable to locate faults and carry out minor repairs, read English numerals and figures, understand Traffic regulation, able to change wheels and correctly inflate tyres. In case of any major repairs/faults, the driver should bring the same to the notice of the reporting officer immediately. The driver should drive the vehicle provided to him for the inspection of sites /attending works in the office located in the above states and driving the vehicle in local / outside the head quarters for other official purposes as and when required. In addition to this the driver should clean the vehicle daily and up keep the vehicle in neat, clean and in good condition. The driver should wear uniform while attending the duty. The driver should perform the duty allotted to him by his office without any reluctance. The driver should work for 8hours per day from 09:30 hrs to 17:30 hrs on all the working days and beyond with 30 minutes grace period on either side (09:00hrs to 18:00hrs) if required to work, then the overtime allowance will be allowed per hour basis at the government rate.

20. Payment Terms:

No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer every month within 10 days after obtaining the Bill in triplicate from the

agency through concerned subdivision. TDS as applicable will be deducted from every bill. It may be noted that as per the latest norms by the Govt. Of India, the payment will be made against the bill **through e-payment mode only** to the agencies. The agencies are required to submit all the necessary details regarding their bank account, IFSC code etc with each bill for making the payment.

21. Labour Laws to be complied:

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

22. Display of notice regarding wages etc:

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

23. Payment of wages:

- i) The contractor shall make payments to the man power before 7th of the succeeding month preferably in the presence of Executive Engineer or his representative. If the contractor is having any difficulty in making payment in the presence of Executive Engineer or his representative, then the contractor should produce documentary proof showing that the payments due to the man power, including details of deposit made against ESI, EPF etc. is paid before 7th of the succeeding month. In case the contractor fails to pay by 7th of the succeeding month, the contract will be terminated and the performance guarantee will be forfeited. In such cases if the man power deployed by the contractor wishes to continue the work, necessary arrangements will be made by the Department to make payments to them as per the contract agreement till such time the department wishes to continue the work.
- ii) Wages shall be paid to the man power by the agency without any deductions of any kind except those specified by the Central / State Government by general or special order in this behalf permissible under the Payment of Wages Act 1936.
- iii) The deductions in EPF & ESI amount as per government norms should invariably be attached with the bill every month without which the payment will not be made to the agency. An ESI identity card shall be given to the man power wherever the nearest ESI facilities are available to make use of it.

24. Removal of Contractor's Employee:

The Executive Engineer may require the contractor to dismiss or remove motor vehicle driver employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of motor vehicle driver can be terminated by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service the contractor should provide substitute immediately.

Any change in the driver engaged shall be replaced by a new person after intimating the same in writing and getting approval from the Executive Engineer or his authorized representative.

25. Termination of Contract:

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

26. Contract Period:

The contract is for a period of 1 year, however if the Department wishes, then the contract can be extended for further periods on mutually acceptable terms.

27. Working hours:

The working hours in a day is fixed as 8 hours (09.00 hrs to 18.00 hrs) with a day off per week. In case the driver has to perform more hours of work then OTA as applicable shall be paid to the driver. In the event of outstation work, both OTA for extra hours i.e. more than 9 hours duty or the amount incurred for food and lodging shall be paid on production of valid bill through the agency and it will be restricted to as admissible to the department drivers on minimum pay scale

28. Other terms and conditions:

- i) The Department will not be responsible for any injury sustained to the driver during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its driver. Any expenditure incurred by the department to face the situation arising out of act of driver will be made good by the agency. If any incident / accident occurred during the duty period, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force. The Agency shall work under the control of the Executive Engineer, Cauvery Division or his authorized representative.
- ii) This is purely a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
- iii) In case of any lapse in duty/negligence with public/staff of CWC, written notice shall be given to the agency. In the event of department not satisfied with the behaviour of the driver, the firm shall re nominate another person immediately after intimating the same in writing to the department.
- iv) Form 19 in Appendix VII of the CPWD norms regarding provision of wage slip every month shall be complied.
- v) Acceptability of the driver nominated by the agency shall be examined by a committee constituted by the Executive Engineer with approval of the Superintending Engineer. The Committee shall examine the driver's capability in driving the vehicle, following road safety norms, knowledge in general maintenance of vehicle and behaviour.
- vi) The Agency should provide such driver on the duty who are healthy, having minimum educational qualification of VIII-Standard pass and whose age is in the range of 21 to 50 years and having a valid driving license for light vehicle / heavy vehicle with minimum 3 years driving experience
- vii) The agency should submit the proof of making the payment like wages, ESI, EPF etc to the driver deployed on the duty to the undersigned while submitting claim for subsequent months bill ie, bill for the month of April 2018 be supported with documents of deposit made by the agency against ESI, EPF and also a receipt giving details of wages received by the labour for the month of March 2018. If the contractor fails to make such documents, the department may take action to make direct payments to the labour till such time the contractor produce the documentary proof for making wages, ESI, EPF etc due for labour .In case the contractor fails to make such documents for more than 3 months, then the department may cancel the contract and performance guarantee available with the department will be forfeited.
- viii) The agency should not make frequent change of driver deployed on duty. In the event of any change, prior intimation in writing along with bio- data of the person proposed to be deployed newly should be given to the Executive Engineer, CD or to his authorized representative. Such newly nominated drivers acceptability shall be ascertained by the committee constituted by EE.

- ix) The contractor / Agency would be responsible for the protection and security of government vehicle while driving or parking outside the office on local journey or on tour etc. Any damage to the vehicle due to the negligence of the driver shall be made good by the firm from the running bill.
- x) The department shall not entertain any claim whatsoever submitted by the driver for permanent absorption in the Department on the plea of working / engaged on Government duty.
- xi) The agency should arrange uniform, name badge, shoes, etc required for the work at its own cost.
- xii) If the driver is found drunken state or found misbehaving while on duty or unfit for duty such personnel shall be removed immediately at the absolute discretion of Executive Engineer
- xiii) In the event if any untoward incident / happening, driver engaged by Agency shall lodge the complaint / FIR with Police authority immediately under intimation to the undersigned.
- xiv) The successful bidder should submit bio-data of the driver deployed along with a photograph within 15 days of start of work. The bio-data should contain name, fathers name, age, temporary and permanent address etc of the driver and the agency should ensure that the workers engaged for the purpose of driver to drive the office vehicle should not have any criminal cases pending or contemplated against him.
- xv) The Superintending Engineer, C&SRC, CWC, Bangalore may consider in relaxation of any of the terms and condition of the contract if required.
- xvi) The security deposit/performance guarantee will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency.
- xvii) The agency should register themselves in the labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of minimum wages act 1948. Central labour (regulation and abolition) act 1970, Contract labour (regulation and abolition) Central rules 1971 and child labour (prohibition and regulation) act 1986 and other statutory law/acts applicable for the service. Nothing extra will be paid on this account.

Tendering Process

i. Marking and submission of tenders:

The tender shall be submitted online only.

The tenderers should submit the bids online. The specifications should be same as given in this tender or higher. The EMD should be sealed in envelope duly marked as "EMD" and must reach office of Executive Engineer before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids:

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

iii. Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- e. The tender for the works shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- i. Non-conformities between the figures and words of the Quoted Prices – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

iv. Bid Data sheet

A. GENERAL

- i. Name and address of the purchaser: Executive Engineer, Cauvery Division, CWC, "Jalasoudha", CWC, Bengaluru-13
- ii. E-Tender number: CWC-2018-TN000132
- iii. Qualification requirements: - as in the NIT

B. PREPARATION OF BIDS

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

C. SUBMISSION OF BIDS

- i). Only online bids through e tendering web portal of TCIL www.tcil-electronictender.com shall be accepted. No offline bid shall be acceptable.
- ii). **Last date and time for bid submission is 12.04.2018 at 10:00 hrs**

D. BID OPENING AND EVALUATION

- i. The bid of the tender will be opened online at 12.04.2018 at 11:00 hrs in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office.

SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

The Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-indiaelectronic tender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most "secure" and „user friendly" software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs),

Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries Attend Public Online Tender Opening Event (TOE) on ETS Opening of relevant part (i.e. Financial Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the „Supplier Organization“ link under “Registration” (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including Registration process), it is recommended that the user should peruse the instructions given under “ETS User-Guidance Centre” located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to Essential Computer Security Settings for Use of ETS” and “Important Functionality Checks” should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@til-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypted™ functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a "password", a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data- integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the "Main-Bid", the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, "Pass-Phrase" of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization): Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the "Time Locked Electronic Key Box (EKB)" after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the "Time Locked Electronic Key Box" is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure "Public Online Tender Opening Event (TOE)", including digital counter-signing of each opened bid by the authorized TOE Event (TOE), including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding "Pass-Phrase" as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual "Tender Opening Event" is therefore replaced with this superior and convenient form of "Public Online Tender Opening Event (TOE)". ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of "Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre. The help information provided through ETS User-Guidance Centre is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz "Date and Time of Closure of Procurement of Tender Documents" and "Last Date and Time of Receipt of Bids". Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to "Annul Previous Submission" from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) „ONLY IF" your "Status pertaining Overall Bid-Submission" is "Complete". For your record, you can generate and save a copy of "Final Submission Receipt". This receipt can be generated from 'Bid-Submission Overview Page' only if the "Status pertaining overall Bid- Submission" is "Complete".

NOTE: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min core i3, 3.4 GHz, 4 GB DDR 3, 500GB HDD, Windows7 professional), Broad band connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

SCHEDULES

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

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

Name of the work	:	Providing Motor Vehicle Driver services to Cauvery & Southern Rivers Circle, Bengaluru
Estimated Cost	:	Rs 3,65,200/-
EMD @ 2%	:	Rs. 7,300/-
Performance Guarantee @ 10% of Tendered value	:	

SCHEDULE 'F'

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

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

Note: All other clauses are not applicable.

AGREEMENT

Sub.: Providing motor vehicle drivers services for the CWC Circle office at Bengaluru

This contract made the day of 2018 between the President of India acting through Executive Engineer, Cauvery Division, Central Water Commission, Jalasoudha, Jalahalli Post, Bengaluru-13 (hereinafter called "the Employer") and M/s (Hereinafter called "the Contractor" of the other party).

Whereas the Employer is desirous that the Contractor executes the work of providing motor vehicle drivers (1 no) services for CWC Circle office at Bengaluru (hereinafter called "the Works") vide NIT No. 14/2017-18, the Contractor has accepted the above said work at a Contract price of Rs..... (Rupees)Only including service Tax for contract period of one year.

Whereas it is agreed to enter into the agreement for the work of providing motor vehicle drivers services for the vehicle of Cauvery and Southern Rivers Circle, CWC, Bengaluru described in the Quotation document on item rate Contract basis as per agreed rates given at Annexure-I and the contractor has agreed to execute the above said work under the terms and conditions given below.

Terms and Conditions:

1. Above rates are inclusive of all the taxes, charges and allowances to be paid by the contractor to the Drivers except service tax.
2. The sum of Rs(Rupees) only submitted by you as performance Security and Security deposit contract rate has been retained here. The performance Security & Security Deposit shall be released within one month of successful completion of work/ contract.
3. Failure to execute the work as per instructions, terms & conditions, specifications, instruction in Site order book and work schedule will result in forfeiture of the Security Deposit. Decision of the EE, CD in this regard shall be final and binding.
4. A sum @% of the gross amount of the bill shall be deducted from each running bill of the contractor towards the income tax.
5. It is the responsibility of the contractor to follow the norms and all required registers for payment as per labour laws, insurance act and other relevant applicable acts are to be maintained strictly and produced on demand, in original.
6. If any dispute arises in this regard, the same will be referred to the Superintending Engineer, C&SRC, CWC, Bengaluru and his decision shall be final and binding on both the parties.
- 7. All the scope and terms and conditions mentioned in quotation document shall form as part of terms and conditions of this Agreement.**

Whereas both the parties have agreed to put their signature and enter into agreement for the work of **Providing motor vehicle drivers services for CWC Circle office at Bengaluru** on this day of 2018.

Contractor
Seal and Signature

Executive Engineer
CD, CWC, Bengaluru

For and on behalf of President of India

Witness

Name & Address

Name & Address

SCHEDULE -A**SCHEDULE OF QUANTITIES**

Sl.No.	Description works	Qty.	Rate for Bengaluru(Rs)/person		Total Amount in Rupees
			In Figures	In words	
1	Providing Motor Vehicle driver services for the Circle office at Bengaluru from 09.00 hrs to 18.00 hrs daily on contract basis for a period of one year.	1 No			
a)	Wage per month as per Central Wages Act for the year 2018-19 (Basic +VDA) or as per the latest existing act.				
b)	EPF (Employees Provident fund @13.15% of (a))				
c)	ESI (@ 4.75% of (a))				
d)	HRA 24% of (a) for Bangalore				
e)	Other service/ Bus fare/ PT / washing allowance				
	Sub Total				
f)	Service charges and other benefits /charges on (a) @___%				
	Sub Total				
g)	GST as applicable. @18%				
	Total (per month)				
	Grand Total (per year)				
h)	Rate of OT allowance/Hour (i.e., working for more than 9 hours per day)Restricted to Govt. Rate				

Note:

- i). Filling up of the rate by the agency for the items (a) to (h) in the Tender format is mandatory/Compulsory.
 ii) The rate quoted by the agency for item (a) to (d) shall not be less than the rate fixed as per the minimum wages act of State/Central Government.
 iii) The service charges per person quoted less than 5% , will be rejected out rightly

Gross Total Cost:

Rs.....

We agree to carry out the work “ **Providing Motor vehicle driver services for the Vehicle of Cauvery and Southern Rivers Circle, CWC, Bangalore** ” as per NIT for a total contract price of

Rs..... (Rupees.....) for a period of one year.

Date:

Signature of Agency
 Name of the Authorised Signatory
 Seal and address

Other Standard Forms

Form 1: MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....
.....
Name and designation of the officer

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

Form 2: MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier)
(hereinafter called "the supplier") has undertaken, in pursuance of contract no.....
dated to provide "Motor vehicle driver"(description of goods and services) (herein after called
"the contract").

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

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

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

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

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

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

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

.....
Name and designation of the officer

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

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The

EE, Cauvery Division, CWC, Bengaluru

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Hiring of services of 1no. of Motor vehicle Driver for Circle office, CWC at Bangalore.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ ORGANISATION shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)