



Government of India

Ministry of Water Resources, River Development & Ganga Rejuvenation

Central Water Commission

Office of Executive Engineer

Lower Yamuna Division, Agra

TENDER DOCUMENT

Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001.

NIT No: 25/LYD/AGRA/2017-18

Lower Yamuna Division, Central Water Commission, Agra

Cost of tender document Rs 500/-

Last date for online submission of e-tender: - 27-03-2018 up to 11:00Hrs.

Date of opening of e-tender: - 27-03-2018 at 15:00 Hrs

Certified that this tender document contains 33 Pages including this page.

**Executive Engineer
LYD, Agra
Ph: 0562-2604424
Fax: 0562-2602268**



TENDER DOCUMENT

NAME OF WORK	Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001.	
ESTIMATED COST	RS 3,68,874/- (THREE LAKH SIXTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY FOUR ONLY)	
EARNEST MONEY	RS 7377/- (SEVEN THOUSAND THREE HUNDRED SEVENTY SEVEN ONLY)	
LAST DATE & TIME OF SUBMISSION OF BID	27/03/2018	AT 11:00 HRS.
DATE & TIME OF OPENING OF BID	27/03/2018	AT 15:00 HRS.



I N D E X

NAME OF WORK:

Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001

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SECTION-1

NOTICE INVITING E-TENDER

NIT No: 25/LYD/AGRA/2017-18

E- Tender for “Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001”

The Executive Engineer, Lower Yamuna Division, 404-409, Sector – 12-C, Awas Vikas Colony, Sikandra, Agra, on behalf of the President of India invites bid by e- tendering from the authorized/ registered service provider.

S N o.	Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tend er Form	Period of Contract
1.	Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001	3,68,874.00	7,377.00	500.00	From 01 st April 2018 to 31 th March 2019 (12 Months)

E-tender will be available on TCIL web site URL <https://www.tcil-india-electronictender.com> Or www.cwc.gov.in, www.eprocure.gov.in from 17.03.2018 (15:00 hrs) to 27.03.2018 up to 10:30hrs. E-tender will be opened on 27.03.2018 at 15:00 Hrs.

-sd-

Executive Engineer
Lower Yamuna Division



ई-निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधिशासी अभियन्ता, निचली यमुना मण्डल, केन्द्रीय जल आयोग, 404-409, सेक्टर-12 C, आवास विकास कालोनी, सिकन्दरा, आगरा, 282007, भारत में अधिकृत / पंजीकृत सेवा प्रदाता से निचली यमुना मण्डल, आगरा के अधीन निम्नलिखित कार्य के वास्ते मद दर ई-निविदा दिनांक 17.03.2018 के 15:00 बजे से दिनांक 27.03.2018 11:00 बजे तक आमंत्रित करते हैं जो कि दिनांक 27.03.2018 15:00 बजे खोला जायेगा।

कार्य का नाम	अनुमानित लागत (रु०)	अर्नेस्ट मनी डिपोजिटेड (रु०)	निविदा की कीमत (रु०)	कार्य समाप्ति की अवधि
Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category)) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001	3,68,874.00	7,377.00	500.00	01.04.2018 से 31.03.2019 तक

निविदा प्रपत्र तथा अन्य विवरण TCIL वेब साइट URL <https://www.tcil-india-electronictender.com> www.eprocure.gov.in & <https://www.cwc.nic.in> वेब साइट पर दिनांक 17.03.2018(15:00) बजे से दिनांक 27.03.2018 (10:30) बजे तक उपलब्ध है।

ह०/-

अधिशासी अभियन्ता





भारत सरकार
Government of India
केंद्रीय जल आयोग
Central Water Commission
कार्यालय कार्यपालक इंजीनियर
Office of Executive Engineer



NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of President of India from appropriately government registered contractors/Firms/Agency for the work of:

“Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001.”

- 1.1 Eligibility of Contractor/Firm/Agency for bidding:
 - (a) Registration with Appropriate Government Authority for the purpose of work stated above.
 - (b) PAN No. of the Contractor/Firm/Agency.
 - (c) Owner of Commercially Registered vehicles.
 - (d) Experience of similar work in any Central/State Government Department for Minimum period of 01 year.
- 1.2 The work is estimated to the cost of **Rs 3,68,874/- (Rupees Three Lakh Sixty Eight Thousand Eight Hundred Seventy Four Only)**, this estimate, however, is given a rough guide.
- 2 Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The period of contract is 12 months, starting w.e.f. 01/04/2018 up till 31/03/2019
4. The tender document consists of scope of work, specifications, schedule of work to be executed and the set of terms and conditions of the contract to be complied by the contractor whose tender may be accepted. The tender documents will be issued from the Office of **“Executive Engineer, Lower Yamuna Division, 404-409, Sector – 12-C, Awas Vikas Colony, Sikandra, Agra** during working hrs on the payment of



(non-refundable) Rs. 500/- as the cost of the tender document and in case, the tender has been downloaded from the portal www.cwc.gov.in/tenders, www.eprocure.gov.in and www.tcil-india-electronictender.com, the firm has to pay **Rs. 500/- in cash or through Demand Draft** in favour of “**Executive Engineer, Lower Yamuna Division, 404-409, Sector:12-C, Awas Vikas Colony, Sikandra, Agra**” drawn on any schedule bank payable at Agra, towards the cost of the tender document.

5. The application for the issue of Tender documents shall be received w.e.f the date of publication of this notice i.e. **17.03.2018, 15:00Hrs and up till 27/03/2018, 10:30Hrs.**
6. The Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque or Fixed Deposit Receipt (**drawn in favour of Executive Engineer, Lower Yamuna Division, 404-409, Sector-12 C, Awas Vikas Colony, Sikandra, Agra**) shall be submitted in the O/o **Executive Engineer, Lower Yamuna Division, 404-409, Sector:12-C, Awas Vikas Colony, Sikandra, Agra** latest up to **27/03/2018, 11:00Hrs.**
7. The Technical Bids and Financial Bids submitted will be opened at **27/03/2018, 15:00 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 the Office of Executive Engineer, Lower Yamuna Division, 404-409, Sector-12 C, Awas Vikas Colony, Sikandra, Agra. 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/tenders. 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>. Bids shall be submitted through online mode only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.cwc.gov.in.
9. Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> 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.



10. Intending tenderers are advised to visit TCIL website URL <https://www.tcil-india-electronictender.com> and CWC website www.cwc.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum/amendment.
11. For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
- The tender form and financial bid submitted by the tenderer online.
 - Tender document
 - Amendment to the tender document.
 - Post tender opening Correspondences both online and offline; and
 - Purchaser's notification of award of the contract.
12. SUBMISSION OF DOCUMENTS
- (i). The following documents are to be furnished online in the technical bid part by the Contractor along with bid as per the tender document:
- 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.
 - Signed and Scanned copy of previous three years Income-tax / latest VAT Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or public Ltd. Company registered certificate.
 - Any other document in support of the Bid.
- (ii) The following documents are to be furnished online in the financial bid by the Contractor along with bid as per the tender document:
- Signed and scanned price schedule as per tender document.
- (iii). Before tender opening date bidders are required to furnish following at the office of EE, LYD, CWC, Agra.
- Cost of the tender
 - EMD
 - Hard copies of documents in support of their bid.

- d. Pass-phrase for opening of Technical and Financial Bids. Passphrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for technical & financial bids. Each envelope shall clearly marked “pass-phrase for technical bid” and “pass-phrase for financial bid”. Bigger envelope shall be marked as “pass-phrases for tender of **“Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001.”**
13. The tender should be submitted online only. The tenderers should submit both “Technical bid” and “Financial Bid” online. The specifications should be same as given in this tender. 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.
14. Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.
15. 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.
16. 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.
17. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five percent)** of the accepted bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any schedule bank/Banker's cheque of any schedule bank /Demand Draft of any schedule bank/Pay order of any Schedule Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’, including the extended period if any, the Earnest Money deposited by the contractor



shall be forfeited automatically without any notice to the contractor. **The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.**

18. **The description of the work is as follows:-**

“Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001.”

19. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
20. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited.
21. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
22. The contractor shall not be permitted to bid for works in this Division office responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of water resources, River Development & Ganga Rejuvenation. Any breach of this condition by the contractor would render his/her bid towards summarily rejection.
23. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his



employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's Service.

24. **The bid for the works shall remain open for acceptance for a period of thirty days (30 days) from the date of opening of bids.** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
25. This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 07 days from the stipulated date of start of the work, sign the contract consisting of :-
- (a) The Notice Inviting Bid, all the documents including additional terms & conditions, scope of work & specifications, forming part of the bid as issued at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.

---Sd----

(Executive Engineer)

Lower Yamuna Division,
Central Water Commission
For & on behalf of President of India

Copy for information/uploading on website/display on notice board:

1. S.E., HOC, Noida,
2. Asst. Account officer, LYD, CWC, Agra
3. Notice Board, Mon. Dte, CWC, Agra
4. Notice Board, CPWD, Sanjay Place, Agra
5. Notice Board: LYD, Agra,

Sd/-

(Executive Engineer)

Lower Yamuna Division,
Central Water Commission



TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, General information and instruction to the contract, scope of work and its terms and condition, Additional terms and condition, General Conditions of Contract, clauses of contract, Schedule of Work & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. I/We hereby tender for the execution of the work within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in accordance with, such conditions so far as applicable. We agree to keep the tender open for thirty (30) days from the due date of its opening not to make any modification in its terms and conditions. A sum of Rs.....is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to provide the prescribed performance guarantee within prescribed period, I/We agree that the President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby



declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date:

Signature of Contractor

Witness:

Postal Address:

Address:

Occupation:



A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned here under) is accepted by me for and on behalf of the President of India for a sum of Rs. (Rupees.....
.....)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of the President of India.

Signature.....

Date:

Designation.....

Signature of contractor

Postal Address



PROFORMA OF SCHEDULES

SCHEDULE 'A': Schedule of Work (enclosed) at Pages 34

SCHEDULE 'B': Schedule of materials to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
-----NIL-----				

SCHEDULE 'C': Tools and plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of Issue
1	2	3	4
-----NIL-----			

SCHEDULE 'D' : (Extra schedule for specification requirement/documents for the work)

-----NIL-----

SCHEDULE 'E': Reference to General Conditions of contract.

Name of Work: "Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer, Ken Sub-Division, Shanti Sadan, Katra, Banda-210001. ."	
Estimated cost of the work:	Rs 3,68,874/-
Earnest money	Rs. 7,377/-
Performance Guarantee	5% of the tendered value of the work

SCHEDULE 'F': GENERAL RULES & DIRECTIONS:

-----NIL-----



Definitions:

2(v)	Engineer-in-Charge	Executive Engineer, Lower Yamuna Division, CWC, Agra
2(vii)	Accepting Authority	Executive Engineer, Lower Yamuna Division, CWC, Agra
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	10%
2(xi)	Standard Schedule of Rates:	Market Rate
2(xii)	Department:	Central Water Commission
9(ii)	Standard CPWD contract Form:	GCC 2015, CPWD form 8. (As amended up to data)

Clause 1	i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above	7 Days 3 Days
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Clause 2 Authority for fixing Compensation under Clause 2 **Superintending Engineer, HOC, Noida**

Clause 2 A Whether Clause 2A shall be applicable **No**

Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start **08 Days**

Time allowed for execution of work. **12 Months**

Authority to decide

(i) Extension of time **Engineer-in-charge**



GENERAL INFORMATIONS AND INSTRUCTIONS TO THE CONTRACTOR/ FIRM/AGENCY

3.0 GENERAL

These are special conditions supplement to the General Conditions of Contract and shall be considered as part of the contract document.

3.1 LOCATION

The proposed site of work is Lower Yamuna Division, Central Water Commission, Agra and its Sub-Divisions viz: LYSD-2, Agra, SBSB, Jhansi, KEN Sub Division, Banda, LYSD-3, Hamirpur and various sites under its jurisdiction as per details given in scope of work.

3.2 SITE CONDITIONS

Tenderers are advised to visit the sites/locations stated above to acquaint themselves with the site conditions, approaches, camping facilities for the execution of work. Non-familiarity with the site/location conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

3.3 VEHICLE SECURITY

During the contract period, security of vehicle provided is the responsibility of contractor. The contractor may install GPS facility in the vehicles to be provided for enhanced security on its own cost/expenditure.

3.4 PAYMENT TO WORKMEN

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws that may be brought into force from time to time.

3.5 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-indiaelectronicntender.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 the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' 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@tcil-india.com

Some Bidding related Information for this Tender (Sealed 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 Encrypter™ functionality, the contents of both the 'ElectronicForms' 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 PassPhrase 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 clientend 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 enhances 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 Center. The help information provided through 'ETS User-Guidance Center' 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, et al)
5. It is the responsibility of each bidder to remember and securely store the PassPhrase 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 PIV, 1 GB RAM, Windows XP with Service Pack 3)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)



SCOPE OF WORK & ITS TERMS AND CONDITION

This section defines the scope of work and contractual obligations for the work **Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Executive Engineer, Lower Yamuna Division, 404-409, Awas Vikas Colony, Sikandra, Agra.**

1. The Vehicles to be provided are needed to be registered **commercially** with RTO authorities in the Year January-2015 or Later.
2. The Contractor shall offer the vehicles for inspection and approval to the satisfaction of the Engineer-in-charge or his authorized representative one week in advance and only those vehicles, accepted by the Engineer-In-Charge, will be deputed for the operation. In case of a substitute vehicle, same also shall be offered for inspection and acceptance by the Engineer-In-Charge before put to operation
3. The contractor shall ensure that the vehicle(s) to be provided are in accordance with the prevailing traffic regulations acts including excellent outlook and interiors in all respect and cleanliness etc. at all times.
4. The vehicles shall be running as per the schedule of the trips, route as directed by the Engineer-in-Charge or its authorized representatives of the work from time to time.
5. The vehicle(s) shall be in perfect running conditions (technically as well as aesthetically) through-out the contract period. The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper state of repairs as required by the Motor Vehicle Act 1988 and the rules framed there under.
6. As per requirement, the vehicle(s) can be used for additional Kms. run and hours for which payment shall be made at the agreement rates.
7. In addition to operation of the hired vehicles in Uttar Pradesh, Rajsthan, and M.P. as per time schedule, trips and routes and as directed by the Engineer-in-Charge of the works, the vehicles may be sent to anywhere in India on requirement, for which, any tax payable shall be borne by the Department on production of proper and valid proof of payment of any such tax.
8. The vehicle engaged shall not be used for any other work even during off duty hours. The written permission shall be obtained from the Engineer-in-Charge before it is sent for repairs/servicing or any other contingencies etc.
9. Periodic maintenance/servicing shall be carried out of vehicle as per maintenance schedule of the vehicle, for which contractor shall submit a proposal for approval of the Engineer-in-



Charge and accordingly vehicle will be released for the purpose, if approved by the Engineer-in-charge.

10. The contractor shall indemnify the Executive Engineer, LYD, CWC, AGRA against any claims arising out of operation of this service. For this purpose, the contractor shall comply with all the provisions of the Central Motor Vehicle Act 1988 along with any such rules framed by state authorities and the relevant labor and other related laws applicable for such services.
11. The contractor shall compensate and make good all damages or loss of property or personnel injury to the passengers or to others as a result of road accidents or on account of whatsoever cause while operating these vehicle.
12. All expenses of running the vehicle(s) which inter-alia includes Road Tax, Insurance Premium, repairing charges, cost of replacing spare parts, tubes, tyres, batteries, fuel and lubricants, salary to staff and other benefits payable to them and all other incidental charges including compensation and damages for any mishap of any kind whatsoever shall be borne by the contractor. The Contractor shall indemnify the EE, LYD, CWC, Agra for any liability which may arise on account off any accident or other reasons.
13. The contractor shall ensure that the drivers engaged by him to drive the vehicles are holders of valid and appropriate driving license and in capacity to comply the requirement of the Motor Vehicle Act, 1988 and other statutory provisions related to the work.
14. If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer-in-charge will have full authority to disallow the services of driver and in that event, contractor shall make alternative arrangement at the risk and expense of its own. If the contractor fails to do so, department shall be engaging drivers by its own and the expenditure so incurred in employing the driver for the trip, will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness to or otherwise, contractor will arrange another driver immediately.
15. The contractor and his staff/Driver shall not allow any person other than employees authorized by the Engineer-in-charge to travel in the vehicle(s).



16. The Contractor and his Driver shall not allow any person other than the driver proposed by the contractor & approved by the Engineer-in-charge to drive the vehicles.
17. The contractor shall be required to produce all original documents such as Registration Certificates, Road Tax Payments proof and Valid Insurance certificate etc. to Engineer-in-charge for verifications.
18. Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.
19. It must be ensured that the vehicle have obtained "Pollution under Control (PUC) certificate" from the authorized agencies.
20. The normal locations of places/sites of duties for hired vehicle to be deployed for duties as decided by Executive Engineer LYD, CWC, Agra
21. The night halt charges as per agreement rate will be applicable only if the vehicles along with officials of this department halt at places other than Agra municipality limits.
22. The overtime charges as per agreement rate will be applicable only if the vehicle along with officials of this department travels beyond working hrs specified in the agreement.

---Sd---

**Executive Engineer,
LYD, CWC, Agra**



ADDITIONAL TERMS AND CONDITIONS

1. This contract will be valid for 12 months i.e. 31/03/2019, however it may be extended for further period of 03 (Three) months with the mutual agreement of the contractor and the department at the same agreement rates and terms and conditions.
2. The contractor will be required to put the above stated vehicle in operation w.e.f. 31/03/2019 till the termination of contract.
3. It shall be the responsibility of the successful tenderer to ensure timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
4. The successful tenderer shall be required to produce the vehicle and the driver in the premises of the Executive Engineer, LYD, CWC, AGRA for physical inspection before the signing of contract.
5. The successful tenderer will be required to furnish to the Executive Engineer, LYD, CWC, AGRA, certified copies of RC Book, insurance Policy of the vehicle being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the driver along with their permanent address, copies of the driving license of the drivers, on or before the date of formal signing of the contract.

TERMS OF PAYMENTS:

6. The hiring charges shall be on the basis **zero based mileage**, starting/ending the place where the vehicle is directed to report or is released.
7. A **daily record** indicating time and mileage for a vehicle on duty shall be maintained in a log book as per the proforma approved by the Engineer-In-charge, with successful tenderer. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, driver shall submit the same to Engineer-in-charge for information. Failure to do so would result in non-payment of the hire charges for that day. The log book shall be made available for periodic inspection of the Executive Engineer, LYD, CWC, AGRA, from time to time. Cutting and over writing in the log book will not be taken into account unless countersigned by the officer nominated by the Executive Engineer, LYD, CWC, AGRA. The payment to the contractor will be done on **monthly basis** upon



- submission of running account bills in triplicate on a working day latest by the 10th of succeeding month in the O/o Executive Engineer, LYD, CWC, AGRA. Photocopy of log book duly signed by the users must be submitted along with the bill. Any discrepancies related to journey, if found, will be not be accounted for payment. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor.
9. Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, LYD, CWC, AGRA, from every payment made under this contract.
10. The final bill will be accepted **ONLY** after submission of the following supporting documents in original:
- i) Completion Certificate issued by Executive Engineer, LYD, CWC, AGRA,
 - ii) Proof of tax paid to RTO.
11. The Executive Engineer, LYD, CWC, AGRA, will **reimburse Goods & Service Tax** on hiring charges on actual basis. The Successful tenderer will be required to provide proof of valid service Tax registration on or before the date of signing of the contract. In addition to the above, **parking charges** and **toll**, shall also be reimbursable over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.
12. Any unutilized Km run for the vehicle in the respective month will be carried forward to the succeeding two month only, and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.
13. It would be responsibility of contractor/firm/agency to ensure the availability of vehicle at all times as desired by Engineer-in-charge irrespective of deployed vehicle being under maintenance/breakdown or any other contingencies. In the event of failure to do so, a **penalty of Rs. 1000/-** per day may be levied upon the successful contractor/firm/agency, if it fails to do so. Such penalty will be deducted from the bill of the relevant month.
14. The successful tenderer will ensure that the drivers will have a **mobile phone** in working condition, for which , no separate payment will be mode by the Executive Engineer, LYD, CWC, AGRA. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing contact round the clock.



15. The driver should be **courteous**, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful tenderer to the drivers after verifying their antecedents.
16. Save in exceptional circumstance or unless specifically requested by the Executive Engineer, LYD, CWC, AGRA, once the hiring of vehicle commences, the successful tenderer shall not change the dedicated vehicle or the driver.
17. The driver shall be duty bound to follow the instructions of the Executive Engineer, LYD, CWC, AGRA, or officers to whom the vehicle are assigned by the Executive Engineer, LYD, CWC, AGRA.
18. Any **change in the ownership of the vehicle** or change in the constitution of the concern shall be notified in writing to the Executive Engineer, LYD, CWC, AGRA, immediately. It will be open for the Executive Engineer, LYD, CWC, AGRA, to either continue / renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited.

19. TERMINATION OF CONTRACT: As per GCC-2015

20. ARBITRATION (CLAUSE 59 OF G.C.C.)

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, scope of work and instructions herein contained in this contract is at the sole arbitration of the person nominated and appointed by the **Chief Engineer, YBO, CWC, NEW DELHI** in respect of the contract entered for and on behalf of the **president of India**.

---Sd---

**Executive Engineer,
LYD, CWC, Agra**



Eligibility criteria

(To be filled by the contractor on its Firm's/Agency's Letter head)

1. Name of the Firm/Agency: -----
2. Address :-----
3. Registration Number of Firm/Agency:-----
(Copy of registration should be attached)
4. Pan Number of Firm/Agency:-----
(copy should be attached)
5. Registration No. of Vehicles to be deployed: -----

(Photocopy of RC should be attached)
6. Proof of similar work being carried out in any Central/ State Government Department
(Minimum 01 year)-----

Date:
Place:

Signature of the Tenderer



SCHEDULE OF WORK FOR QUOTING RATES

S.No	Description of item of work	Rate per vehicle	Unit	Amount	Code
1.	Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer Ken Sub-Division Shanti Sadan Katra Banda under Lower Yamuna Division, 404-409,Awas Vikas Colony, Sikandra, Agra for a month up to 1700km.		Month		A
2.	Extra charges for the same vehicles over and above 1700 Km run		Km		B
3.	Night Halt Charges for the vehicles with driver		No.		C
4.	Overtime charges for the driver (beyond working hrs. i.e. 9:30 A.M.- to 5:30 P.M.)		Hour		D

Criterion for Evaluation of bids

S.No.	Description of item of work	Code
1.	Hiring of services of 01 No. Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Indigo/ Indica/Bolero/similar category) not older than 01/01/2015 along with driver & fuel with maintenance on contract basis for the Office of Sub-Divisional Engineer Ken Sub-Division Shanti Sadan Katra Banda under Lower Yamuna Division, 404-409, Awas Vikas Colony, Sikandra, Agra for a month up to 1700km.	A
2.	Extra charges for the same vehicles over and above 1700 Km run	B
3.	Night Halt Charges for the vehicles with driver	C
4.	Overtime charges for the driver (beyond working hrs. i.e. 9:30 A.M. to 5:30 P.M.)	D

Bids will be evaluated as under:

Monthly cost of Tender: $X = A*1+B*200+C*2+D*50$

Total Cost Put to tender $T = X*12$

Tenders will be awarded on the basis of lowest “T” value.

Date:
Place:

Signature of the Tenderer/Firm/Agency



Performance Guarantee (CLAUSE 1)

The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge. (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

