



E-TENDER DOCUMENT

For the work

Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel (POL) required for twelve months duration on contract basis for the o/o Director, Monitoring & Appraisal Central Water Commission, Agra



NIT No.: 01/5/5/2019/ M&A Dte Agra/306-308 Dt 03/05/2019

Certified that this tender document contains **42** Pages including this page

BID TO BE

Available From: 03/05/2019(17:00 hrs.)

BID TO BE OPENED ON: 13/05/2019(At 12:00hrs.)

Director, Monitoring & Appraisal, CWC, Agra

Tele No. 0562-2527196

Fax No. 0562-2527196

Email ID: [**directorcwcagra@gmail.com**](mailto:directorcwcagra@gmail.com)

May - 2019

CENTRAL WATER COMMISSION
MONITORING & APPRAISAL, DIRECTORATE, CWC
AGRA

Name of work: Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel (POL) required for twelve months duration on contract basis for the o/o Director Monitoring, Central Water Commission, Agra.

E- Tender No.	01/5/5/2019/ M&A Dte Agra/306-308
Estimated cost put to tender	Rs. 4,43,000.00
Earnest Money Deposit	Rs. 9000.00
Date & Time of Pre-bid Meeting	NA
Last date & Time of submission of E-Tender	13/05/2019 up to 11.00 Hrs
Date & Time of opening of Technical & Financial bid	13/05/2019at 12.00 Hrs
Cost of Tender Document	Rs. 500/-

TABLE OF CONTENT

Sr. No	Content	
1	Notice Inviting E-Tender	5-6
2	Notice Inviting Tender (CPWD-6)	7-10
3	Additional instructions to tenderers	11-16
4	Item Rate Tender & Contract for Works (CPWD-8)	17-19
5	Format for Acceptance	20
6	Schedules	21-22
7	Scope of Work	23
8	Information and Instructions to Tenderers/Bidders	24-27
9	Special conditions of contract	28-29
10	Schedule of Quantities (Part-1)	30
11	Financial Bid (Part-2)	31
12	Terms & conditions of Contract	32-41
13	Contract/Agreement format	42

CHECK LIST

Please tick the appropriate column.

Sl. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Covering Letter of Tenderer		
2.	Original Tender Document including Schedule of Quantities and rates duly signed on each page put in sealed envelope.		
3.	Whether Gross Amount of Tendered Value quoted in both Figure and Words		
4.	Whether all documents in support of eligibility as per Clause 1 (1.1 to 1.3) of NIT submitted		
5	Whether Earnest money Rs.7,500/- in form of DD/Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of Executive Engineer, Lower Yamuna Division, CWC, Agra in separate envelop is enclosed		



भारत सरकार
केंद्रीय जल आयोग
प्रबोधन एवं मूल्यांकन निदेशालय

दूरभाष: 0562-2527196

फैक्स : 0562-2527196

पत्रांक – 01/5/5/2019/M&A-Dte.Agra/306-308

केंद्रालय

केंद्रीय सरकार कार्यालय परिसर
बी – विंग, 63/4, संजय प्लेस, आगरा

दिनांक – 03/05/2019

NOTICE INVITING E-TENDER

NIT No: 01/5/5/2019/ M&A Dte Agra/306-308

Dt. 03/05/2019

The Director, Monitoring & Appraisal, CWC, Agra Phone No. 0562-2527196 invites item rate online e-tenders on behalf of President of India, comprising of technical and financial bids from the authorized/ registered service provider for the work “Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel (POL) required for twelve months duration on contract basis for the o/o Director Monitoring & Appraisal, Central Water Commission, Agra.”

Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs)	Period of Contract
E-Tender for “Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel required for twelve months duration on contract basis for the o/o Director, Monitoring Directorate, Central Water Commission, Agra.”	4,43000/-	9000/-	500/-	1 year

1. Last date of submission of online Tender is 13/05/ 2019 up to 11.00 Hrs.

2. Technical & Financial bids will be opened at 12.00 Hrs on 13/05/2019

The interested tenderers shall download the tender document and other details from the TCIL's e- tendering portal www.tcil-india-electronictender.com. The same is also available at tender page on the CWC website at <http://www.cwc.nic.in>. However, their tenders shall only be accepted on receipt of the cost of tender document as specified before submission of the tender document. The Tender cost shall be paid through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Lower Yamuna Division, CWC, Agra payable at Agra.

P.T.O

Sd/-
Director,
Monitoring & Appraisal, CWC, Agra
For & on behalf of President of India

Copy for kind information to:

1. Chief Engineer, UGBO, CWC, Jhanavi Sadan, Lucknow.
2. The Executive Engineer Lower Yamuna Division, CWC, Agra.
3. Notice board of Monitoring & Appraisal, CWC, Agra.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
MONITORING & APPRAISAL DIRECTORE, AGRA**

NOTICE INVITING TENDER

NOTICE INVITING E- TENDER

The Director, Monitoring & Appraisal, CWC, Agra, invites, on behalf of President of India, item rate e-tenders comprising of technical and financial bids from eligible contractors for "Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel (POL) required for twelve months duration on contract basis for the o/o Director, Monitoring & Appraisal Directorate, Central Water Commission, Agra" for a period of 12 (Twelve) months from the date of start of the work.

The estimated cost put to tender is Rs.4,43,000.00/- (Rupees Four Lakh Forty Three Thousand only). This estimated cost, however, is given merely as a rough guide.

1. Eligibility criteria:

- 1.1 Contractor with a vehicle having commercial registration with RTO.
- 1.2 The Contractor must have valid PAN, Service Tax Registration Number, latest ITCC (copy of Income Tax Return filed for FY 2017-18) at the time of submission of tender.
- 1.3 The contractor must have at least 01 (one) year of experience in providing similar services. Required documents in support of eligibility criteria (1.1 to 1.3 as above) should be submitted along with the tender.
- 1.4 Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD-8 which is available as Government of India Publication; Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 1.5 The time allowed for carrying out the works shall be 365 days from the 10th day after the date of written orders to commence the works or from the start of work after issuing work order.
2. The site for the work shall be made available.
3. 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. 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>
4. The tenderers downloading the tender document from website shall enclose the cost of tender document, i.e., Rs. 500/- in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Lower Yamuna Division, CWC, Agra payable at Agra well in time before the submission of online Tender.

5. Tenders, in single bid system, containing technical bid with earnest money and the financial bid will be received online by the Executive Engineer, Lower Yamuna Division, CWC, Agra online up to 11.00 hours on 13/05/2019 only and bid will be opened online by the Executive Engineer, Lower Yamuna Division or his authorized representative on 13/05/2019 at 12.00 hours for preliminary inspection of requisite documents of each bid. However detailed technical & financial examination shall be carried out subsequently. Only those tenders, which are successful in technical evaluation, shall be considered further for financial evaluation.
6. The technical bid shall include all the relevant technical literature, brochures. Operation & maintenance of similar works and other documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents as to how the specification requirements are being met by their offer. Any additional information requested by the Tender calling authority during the course of evaluation of the technical and financial bid shall be supplied within the time limits set by the Tender calling authority.
7. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs 9000 /- (Rupees Nine Thousand only) as Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Lower Yamuna Division, CWC Agra, or in any other forms as per CPWD works manual 2014 clause 19.4(i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank. ((a) A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less. will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank (b) It should be ensured that the FDR is pledged in favour of the Engineer in-charge. It is the tenderers own interest to keep the FDR valid as long as it is required). Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. If the technical bid of the Tenderer does not contain specified earnest money the tender will be summarily rejected and their financial bid shall not be opened. No further communication shall be entertained in this regard.
8. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount with in 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 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 prescribed form. In case contractor fails to deposit the said performance guarantee within 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.
9. The details of the work are given under the Schedules, Special Conditions of Contract, Scope of Work and Technical Specification

- 10 Detailed information pertaining to the works shall be open for the tenderers at the office of the Director, Monitoring & Appraisal Dte., CWC, Agra. The vehicle may be required to be travel normally under the jurisdiction of UGBO (Uttar Pradesh, Uttarakhand, Haryana, Delhi NCR & Madhya Pradesh). The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, and other requisite facilities to driver and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution of the work.
11. The competent authority, on behalf of the President of India, does not bind itself to accept the lowest or any other tender, and reserves right to itself the authority to reject any or all the tenders received without assigning any reason. All the tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer shall be summarily rejected. The competent authority on behalf of the President of India reserves to himself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted. The Tenderer who wants work preference shall clearly indicate, so, in financial bid along with copy of the document based on which such claim is made. The competent authority reserves its right to allow to the Central Government Public Sector Enterprises a purchase preference with reference to the lowest valid price bid as per Government of India rules prevalent on the date of opening of bid.
12. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be summarily rejected by the Engineer in-charge.
14. The Tenderer shall not be permitted to tender for works in the CWC Circle responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Sub divisional Engineer / Junior Engineer (all 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 (MoWR, RD & GR). Any breach of this condition by the Tenderer would render his tender liable to be rejected.
15. 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 previous 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 at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

16. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the due date of submission of tenders. If any Tenderer withdraws his tender before the aforesaid period or makes any modifications in the terms and conditions of the tender 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 tenderer shall not be allowed to participate in the retendering process of the work.
17. This Tender/Bid Document comprises of the following parts:
- Notice Inviting Tender CPWD Form- 6
 - Additional Instruction to Tenderers
 - CPWD Form - 8
 - Scope of Work
 - Special Conditions of Contract (SCC)
18. In this conference, the clarifications, if any, required by any prospective bidder on the tender documents would be discussed. If, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, the department modifies the tender documents by an amendment, the same will be sent to all prospective tenderer who have received the tender document.
19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, should sign the contract agreement consisting of:-
- a. The Notice inviting tender, all the documents including General Conditions and Special Conditions of contract, technical specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission and acceptance thereof together with any correspondence leading thereto.
 - b. Standard C.P.W.D. Form- 8

Sd/-
Director,
Monitoring & Appraisal, CWC, Agra

ADDITIONAL INSTRUCTIONS TO TENDERERS

1. At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.
2. The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.
3. All corrections/ cuttings/over writings in the tender document shall be initialled by the Tenderer.
4. The technical bid prepared by the Tenderer shall comprise the following components:
 - Technical specifications of the offered vehicle.
 - All the terms and conditions clearly indicating variation, if any, with tender requirements;
 - Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted:
 - Documentary evidence to establish that the goods and ancillary services to be supplied by the Tenderer are as per specifications and conform to the bidding documents;
 - Earnest Money Deposit in prescribed form; and
 - Original tender with schedule of quantities with pricing information.
 - The Bio-data of the Firms / in-charge of the work during execution as well as maintenance
 - The financial bid shall comprise the following components:
 - Schedule of Quantities and Financial Bid Format duly completed
5. Bids shall be submitted online 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 Contractor/ Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at **www.cwc.nic.in**
For the evaluation and submission purpose only online bid is permissible. However, the bidder are requested to submit the hard copies of the bids in the office of Executive Engineer, Lower Yamuna division, CWC Agra, on or before opening e-tender, that would only be for reference, and cannot be construed as a substitute of online bid.
6. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CWC website www.cwc.nic.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment

7. **Evaluation of Bids:** Initially only the Technical. If the bidder meets the qualifying criteria as specified in the bid document, and the solution offered by him meets the requirement of the tenderer, then the evaluation of financial bid shall be done.
8. The prices quoted shall be F.O.R. destination and inclusive of all duties and taxes including.
9. Fixed price. Prices quoted by the Tenderer shall be fixed during the validity period of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation is liable to be treated as non-responsive and rejected.
10. Prices shall be quoted in Indian Rupees only.
11. The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Tenderer proposes to supply under the Contract.
12. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
13. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
14. An affirmative determination will be a prerequisite for award of the work to the contractor.
15. Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of Standard Contract Conditions under CPWD Forms 7/8 regarding the deduction of security deposit.

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. Contractors/ 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-indiaelectronicstender.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 'Contractor 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@tcil-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 awarded 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 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).

.....X.....

Government of India

Central Water Commission

STATE	Uttar Pradesh
DIRECTORATE	Monitoring & Appraisal, CWC, Agra
ORGANISATION	Upper Ganga Basin Organization

Item Rate Tender & Contract for Works

Tender for the work of "Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver required for twelve months duration on contract basis for the o/o Director, Monitoring Directorate, Central Water Commission, Agra".

To be submitted online up to 11.00 hours on 13/05/2019 to the Executive Engineer, Monitoring & Appraisal, CWC, Agra

To be opened online in presence of Tenderer(s) or their authorized representatives who may be present at 12.00 hours on 13/05/2019 in the office of the Executive Engineer, Lower Yamuna Division, CWC, Agra.

Issued to _____

(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, General Conditions and Special Conditions of Contract, Schedule of Rate & 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 specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. 9,000 (Rupees Nine Thousand Hundred only) is hereby forwarded in cash /receipt treasury challan/deposit at call receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of schedule bank/bank guarantee issued by a schedule bank as earnest money. If I/We fail to commence work as specified, I/We agree that said 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 earnest money absolutely; otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F'.

A copy of earnest money in receipt treasury challan /deposit at call receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of schedule bank/bank guarantee issued by a schedule bank is scanned and uploaded (strike out as the case may be) as earnest money.

I/we have already furnished security to the President of India in lieu of earnest money and have deposited with the Executive Engineer, Lower Yamuna Division, CWC, Agra, a lump sum security of Rs. as earnest money in individual cases & I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing no. dt. __/__/__ against the necessity of depositing earnest money in respect of the above tender for work. I/We agree that should the President of India or his successors in office decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, for President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise.

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 there from 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.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option

of the competent authority on behalf of the President of India be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....	Signature of Contractor
	Postal Address
Witness:	
Address:	Seal
Occupation	

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) 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:

I.	
II.	
III.	
	For & on behalf of President of India
	Signature.....
Dated.....	Designation.....

SCHEDULES

SCHEDULE 'A'- Schedule of quantities (Enclosed at Part-1)

SCHEDULE 'B'- Not applicable

(Schedule of materials to be issued to the contractor)

SCHEDULE 'C' - Not applicable

(Tools and plants to be hired to the contractor)

SCHEDULE 'D' - Extra Schedule for specific requirement/document for the work if any, Additional Terms & Conditions, Special Conditions of Contract and Scope of work & Technical specifications.

SCHEDULE 'E' - Not Applicable

(Schedule of component of Materials, Labour etc. for escalation.)

SCHEDULE 'F'- Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8. :

Name of work: "Supply, operation & maintenance of one Diesel Model Non AC vehicle (Bolero, Tata Sumo or Equivalent) along with driver required for twelve months duration on contract basis for the o/o Director, Monitoring Directorate, Central Water Commission, Agra".

1.	Estimated cost of work put to tender	Rs. 4,43,000.00
i.	Earnest money	2% of Estimated Cost i.e. Rs. 9000.00
ii.	Performance guarantee	5% of contract price
iii.	Security Deposit	5% of contract price
	General Rules & Directions:	
1.	Officer inviting tender	Director, Monitoring & Appraisal, CWC, Agra
	Definitions:	Additional definitions as per conditions of contract clause 1
2.	Engineer-in-Charge	Deputy Director, Monitoring Directorate, CWC, Agra
3.	Accepting Authority	Director, Monitoring Directorate, CWC, Agra
	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
	Standard Schedule of Rates	CWC-2012
	Department	Central Water Commission
	Standard CPWD Contract Form	CPWD Form-8 as amended from time to time
	Clause 1	
i.	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	7 Days
ii	Maximum allowable extension beyond the period (provided in i above)	7 days
	Clause 2	
	Authority for fixing compensation under clause 2	Director, Monitoring & Appraisal Directorate, Agra

Clause 2A		
Whether clause 2 A is applicable		No
Clause 5		
Number of days from date of issue of letter of acceptance for reckoning date of start of work		10 days
Time allowed for execution of work		365 days
Clause 6 &6A		Clause 6 applicable
Clause 7		
Payment on intermediate certificate		Not applicable
Clause 10A		Applicable
Clause 10B(ii)		As defined in clause 16 , sub clause 16.3 in special condition of contract enclosed.
Clause 10CA		Not applicable
Clause 10CC		Applicable
Clause 11		
Specification to be allowed for execution of work		As per scope of work
Clause 16		Not applicable
Clause 36		
Minimum qualifications & experience required for principle technical representative	Contractor with vehicle having commercial registration with RTO	
	The contractor must have valid PAN, service tax registration number, latest ITCC (copy of income tax filed for FY 2017-18) at the time of submission of bid.	
	At least 01 (one) year of experience in providing similar services.	
Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36		Not applicable
Clause 42		Not applicable

SCOPE OF WORK

The O/o the Director, Monitoring Directorate, Central Water Commission, Agra is involved in monitoring of various irrigation projects in the state of Uttar Pradesh, Uttarakhand, Rajasthan, Haryana, Delhi NCR & Madhya Pradesh. Official visits to various Irrigation Projects to be monitored by Monitoring Directorate, CWC, Agra are undertaken in connection with Govt. work. The estimated cost of the proposed work for hiring of vehicle for a period of 12 (Twelve) months from the date of start of the work is Rs 4,43,000./- (Rupees Four Lakhs forty three Thousand only)

The work precisely ***is “Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel (POL) required for twelve months duration on contract basis for the o/o Director, Monitoring & Appraisal Directorate, Central Water Commission, Agra”*** for a period of 12 (Twelve) months from the date of start of the work for visits to various sites/irrigation projects and to other places in connection with Govt. work as directed by the Officer-in-Charge.

INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS

INTRODUCTION:

Before submitting the tenders the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra in writing at least 02 days before the last date of submission of tender/bid. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the Tender are understood by the contractor. No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.

Period of validity of tenders:

The tender for the work shall remain valid for a period of ninety (90) days from the date of opening of tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money if any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, and to forfeit the whole of the Earnest Money if the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the Officer-in-Charge may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing. The validity period of EMD so submitted shall also be suitably extended by the tenderer/bidder. A tenderer may refuse the request for an extension of the period of validity of tender without getting his EMD forfeited.

Earnest Money Deposit (EMD):

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs.9000/- (Rupees Nine Thousand only) in form of Demand Draft/Fixed Deposit Receipt (FDR) of a Scheduled Bank issued in favour of Executive Engineer, Lower Yamuna Division, CWC, Agra. The tenders unaccompanied by EMD shall be rejected summarily. Unsuccessful tenderer's EMD shall be returned as per rule and successful tenderer's EMD shall become part of Security Deposit and shall be discharged as per rules.

The EMD shall be forfeited in the circumstances as given below:

- If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender 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 Earnest Money absolutely.
- If the tenderer, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.

- If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work in the prescribed form valid up to 60 days beyond the date of expiry of the contract period within 10 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice if the contractor failed to submit the performance guarantee within stipulated period.
- If the contractor fails to commence the work specified within 10 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

Opening of Tenders:

The tender shall be opened on 13/05/2019 at 12:00 hrs in the office of the Executive Engineer, Lower Yamuna Division, 404-409 Avas vikas colony, Sikandra, Agra - 282007(UP) in the presence of those tenderer/bidder or their authorised representative who choose to attend.

General:

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department 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.\
- 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.
- The tenderer are expected to understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2014 and its subsequent amendments from time to time will be applicable/ binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The

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

- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderers.
- The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.
- The tenderers are advised to inspect and survey the Site and its surroundings and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, any and also site conditions and satisfy themselves before submitting their bids as to the form and nature of the Site, the means of access to the Site, the accommodation they may require etc. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their bids. A tenderer shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be entertained.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and other factors bearing on the execution of the works and no extra claims due to any misunderstanding or otherwise shall be entertained.
- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character.
- Agreement shall be signed with the successful tenderer/bidder on prescribed Performa given in this tender document at page 42. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement. .

Schedule of Quantities, Rates and Amount:

The rates quoted by the tenderer shall take into account the minimum wages in force as per the minimum wages Act 1948 and shall remain valid during the period of work i.e. 12 (Twelve) months from the date of start of the work, and not subject to variation on any account. The rates shall be given as per the format given in schedule of rates on lump- sum basis. Rates shall not be quoted on option basis. Tenders having optional rates shall be summarily rejected. The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document. The schedule of quantities is compensation. The manpower requirement shall be indented as and when required in requisite quantity.

- a. All rates shall be quoted in Indian Rupees only.
- b. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail
- c. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totalling of unit rates, the unit rates shall prevail.

- d. Rates for each item shall be furnished in the format as given in the Financial bid (page 30) of this tender document). Any correction, overwriting etc should be duly initialled.
- e. Tendered rates are inclusive of the taxes and Levies payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the statute, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Engineer-in-charge, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
- f. The rates quoted shall be all inclusive of wages of driver, cost, repair and servicing charges of vehicle, etc. and inclusive of Service Tax, EPF, ESI and other relevant charges for drivers.
- g. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorised representative of Government.
- h. The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

Evaluation of tenders:-

The tenders shall be evaluated on the basis of lowest T value (as per formula given on page 31 of this Tender Document) subject to the bidder qualifying the eligibility criteria. However the department/Officer-in-Charge does not bind itself to accept the lowest or any other tender and reserves the right to reject all tenders without assigning any reason.

Award of work:

The successful bidder shall furnish, within 10 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of the work in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favour of Executive Engineer, Lower Yamuna Division, CWC, Agra valid up to 60 days beyond the date of expiry of the contract period. The contract period shall expire after twelve months from the date of start of work. It may be noted that Contract/Agreement shall be signed with successful bidder only after submission of Performance Guarantee. No work should be started before signing of Contract/ Agreement. The period of 12 months shall be reckoned from the date of actual start of work.

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Tenderers as contained in other and general (commercial) conditions of the contract as contained in above sections and wherever there is a conflict, the provisions herein shall prevail over those in other sections.
2. In case the date fixed for opening of tenders is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the tenders will be opened on next working day, time and venue remaining unaltered.
3. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
5. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of the drivers should be submitted during the contractual period. The Director, Monitoring & Appraisal Dte, CWC, Agra and his representative shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to Director, Monitoring & Appraisal Dte, CWC, Agra and his representative, have to be suitably compensated by contractor.
6. In case a vehicle that is not registered for the commercial purpose shall be supplied to Director, Monitoring & Appraisal Dte, CWC, Agra and taxes etc due on such vehicles shall be liability of the contractor.
7. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. Director, Monitoring & Appraisal Dte, CWC, Agra will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be contractor's liability.
8. Director, Monitoring & Appraisal Dte, CWC, Agra reserves right to counter offer price against price quoted by the tenderer.
9. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to Director, Monitoring & Appraisal Dte, CWC, Agra as and when demanded.
10. Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period upto three months if agreed by the Contractor and Director, Monitoring & Appraisal Dte, CWC, Agra on the same rate, terms and conditions.
11. 9:00 hr to 19:00 hr on all days of month except weekly off. However actual duty hours shall be specified by actual users of vehicles.

12. The hired vehicle may be used normally in the States of Uttar Pradesh, Uttarakhand, Rajasthan, Haryana, Delhi NCR & Madhya Pradesh i.e. under the jurisdiction of UGBO, CWC, Agra.
13. The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

14. Penalties:- penalties will be imposed in case of following conditions.

- In case of break down, vehicles have to be replaced by another immediately within one hour. In case of non-availability of suitable vehicle a penalty of Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.500/- per break down shall be imposed.
 - In case of non-availability of vehicles, penalty of Rs.500/- Per day shall be imposed in addition to deduction at pro-rata basis for that day.
 - In case of non-availability of vehicles during extra hrs. Penalty of Rs. 200/- per occasion shall be imposed.
15. The contract can be terminated at any time by the Director, Monitoring & Appraisal Directorate, CWC, Agra as per requirement arising due to any condition.

16. Special Requirements:-

- Intending tenderer must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the tender.
 - No vehicle having registration in the Name of employee of Upper Ganga Basin Organization staff or close relative shall be supplied and Certificate to this effect be given on the body of bill while submitting claim.
 - Payment of any Govt. tax or duty for plying the vehicles will be liability of the contractor
 - Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.
 - Shortage in utilization of contracted KMs (i.e.2200 km) if any during a particular month shall be suitably adjusted over a period of subsequent three months
 - Intending Tenderer should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through Local Govt. offices.
17. The responsibility of safety & security of the vehicle during the contract period shall be of the contractor and the Director, Monitoring & Appraisal Dte, CWC, Agra will not be responsible for any loss or damage of the vehicle in any case including while on duty within the premises of the Director, Monitoring Dte, CWC, Agra or while on tour to out stations.

SCHEDULE OF QUANTITIES AND RATES

PART-1

Technical Information and undertakings

1. Name of the Tenderer/Concern: _____
2. Address (with Tel. & Mob. No.): _____

3. Nature of the concern _____
(i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
4. Registration Number of Tenderer/Concern
(Attested photocopy of registration should be attached)
5. PAN Number of Tenderer/Concern: _____
(Attested photocopy of PAN no. should be attached)
6. Service Tax No. of Tenderer/Concern: _____
(Attested photocopy of Service Tax Registration Document should be attached)
7. Registration No. of Vehicle: _____
(Photocopy of registration certificate/book should be attached)
8. Demand Draft/FDR No. _____ Dated _____ issued by (bank name) _____
Amounting to Rs. _____ as Earnest Money Deposit.
9. Whether each page of NIT and its Annexure have been signed and stamped. YES/NO
10. List of Important Organizations with address and Telephone number to whom same services have been provided during the last one year with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)
11. Contact Address of the firm etc
.....
.....
- 12 . Bank Account Number _____ Bank Branch Code _____
Name of bank _____ Branch Address _____
(Preferably SBI)
13. Any other important information in the opinion of the Tenderer.

Dated : _____ (Dated Signature of Tenderer)
At : _____ (With stamps of the firm)
UNDERTAKING

- I/We undertake that I/we have carefully studied all the Specifications, terms and conditions, general information's and instructions and understood the parameters of the proposed work and shall abide by them.
- I/We hereby certify that none of my relative(s) is/are employed in the Central Water Commission.
- I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:

At

(Dated Signature of Tenderer)
(With stamps of the firm)

PART-2
FINANCIAL BID

With reference to the above tender, I hereby submit the rates for hiring of vehicle by the

One Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel:

- A) Monthly rate up to 2200 km: Rs.
In words: Rupees.....
- B) Rate per hour for vehicle over and above 10 hr beyond working hour i.e. 9.00 am to 7.00 PM : Rs.....
In words: Rupees.....
- C) Rate per km for vehicle over and above 2200 kms : Rs.....
In words: Rupees.....
- D) Night halt charges for the vehicle with Driver: Rs.....
In words: Rupees.....

Bids will be Evaluated as under :-

Monthly cost of Tender: $X = A*1 + B*22 + C*100 + D*2$

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

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

Date	Signature of the Tenderer
Place	

Notes:

1. All the above rates are inclusive of all maintenance, servicing, cost of spares, salary & other benefits to the driver/manpower deployed, charges towards Road Tax/SRT/TP, Insurance and other statutory levies as applicable to all parties concerned agencies.
2. All the above rates are inclusive of service tax.
3. Vehicle registered in the name of proprietor or Firm's partners only will be acceptable for deployment.

(Signature of Contractor with date and Seal)

TERMS & CONDITIONS OF CONTRACT

Definitions:

Work means: "Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver and fuel required for four months duration on contract basis for the o/o Director, Monitoring, CWC, Agra for 12 months from the date of start of the work.

Central Water Commission "CWC" means the organisation headed by Chairman with headquarters at New Delhi and offices all over India.

Contract means the agreement reached by the Director, Monitoring Directorate, CWC and the contractor for the purpose of the work mentioned in this document. All documents, letters, correspondence exchanged for this work shall be part of the contract.

Contract Price: The cost of services identified in the contractor's proposal is included in the contract Price in totality. This shall include such additions/alterations made as allowed under this contract.

Notices shall be deemed to include any approvals, consents, instructions, certificates and clarifications to be given under this contract.

The **Department** is: Central Water Commission.

Contractor: The contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the work detailed in this document.

The Contract Period/Execution Period is the period during which the contractor is liable to provide remedial actions without any additional cost to the purchaser.

Non-Responsive Tender: Any tender not meeting all the requirements mentioned in the tender document. Officer-in-Charge is: Director, Monitoring, CWC, Agra or any other officer designated by him.

Interpretations:

Language: Shall be English only for the purpose of the contract.

Context: The singular and plural shall be interchangeable as per the context of the contract.

Documents which will form the part of Contract Agreement:

- a. Tender Document issued to the contractor and duly submitted by him duly signed;
- b. Amendments/Corrigendum to the tender document, if any;
- c. Letter of the contractor submitting the tender;
- d. Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
- e. Rate and Amount of tender/bid quoted by the contractor;
- f. General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
- g. Letter of the Executive Engineer communicating acceptance of the tender;
- h. Letter of the Executive Engineer regarding commencement of the work;
- i. Performance security;
- j. Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

Specification of Vehicle

Requirements of one vehicle of following specification:

One Diesel Model Non AC vehicle (Scorpio, Bolero, Tata Sumo or Equivalent) along with driver for minimum 2200 Kms per month.

The vehicle should meet following requirements:

1. The make of the vehicle should be of the year 2017 or later and having travelled distance not more than 15,000 kms.
2. The colour of the vehicle should be preferably white.
3. The vehicle should be fitted with basic amenities like First Aid Box, Fire Extinguisher, Standard Tool Box, floor mat, seat cover (white cotton towel clothed) and drivers dress etc.
4. The Vehicle should have Comprehensive Insurance coverage at the time of submission of bid by bidder and vehicle should be covered by Comprehensive Insurance upto one month beyond the date of expiration of this contract (i.e. validity of Insurance should be till thirteen months from the date of signing of contract). If Comprehensive Insurance of vehicle is going to expire during the period of contract, it will be responsibility of the tenderer to get it renewed well in time. Photocopy of Insurance Policy should be submitted along with bid.
5. The vehicle should have valid Registration (Commercial Registration) issued by the Registering Authority preferably of Uttar Pradesh State. In case the vehicle is registered with Registering Authority at other place or other state, the suitability/eligibility of plying such vehicle in Uttar Pradesh State needs to be ensured by the contractor by doing required formalities, at his cost and expenses, if any.
6. The vehicle may ply in the states of Uttar Pradesh, Uttarakhand, Delhi NCR, Haryana, Madhya Pradesh & Rajasthan. Therefore the necessary permit and Road-tax for these states needs to be assured by the contractor.

The contractor shall offer the vehicle for inspection and approval to the satisfaction of the Officer-in-charge of the work or his authorized representative three days in advance and only that vehicle, accepted by the Officer-In-Charge, will be deployed for the operation in the office. In case of a substitute vehicle, same shall also be offered for inspection and acceptance by the Officer-In-Charge before putting to operation.

The contractor shall ensure that the vehicle should be in accordance with the prevailing traffic regulations act including prescribed speed limit, excellent outlook and interior in all respect and cleanliness etc. at all times.

Operation of Vehicle:

- The vehicle shall be run as per the requirement of the trips/timings, route and as directed by the Officer-in-charge of the work from time to time.
- The vehicle will be hired on requirement/call basis for station and outstation duties. Night charges will be paid in the case of vehicle remaining out of station for whole night. The normal duty hrs at Agra will be from 09:00 hrs to 19:00 hrs.
- The vehicle(s) shall be in good running conditions through-out the contract period. The duration of local duties at sites and outside trips etc. shall be as per the instructions issued by the Officer -in-charge of work.
- Depending on the requirement, the vehicle can be used for additional Kms and hours for which payment shall be made at the agreed rates.
- The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper condition as required by the Motor Vehicle Act, 1988 and the rules framed there under.

- In addition to operation of the approved vehicle in station as per time schedule, trips and routes and as directed by the Officer- in-charge of the works, the vehicles may be sent to anywhere on requirement as mentioned in point no. (f) above, for which, any tax payable shall be borne by the contractor. However toll fee and parking charges shall be reimbursed to contractor on production of valid receipt at the time of billing.
- The vehicle engaged shall not be used for any other work even during off duty hours. Written permission shall be obtained from the Officer-In-charge of the works before it is sent for repairs/servicing etc. In that case, the equivalent vehicle needs to be provided to the department for the period during which vehicle has been sent for repairs/ servicing etc.
- Periodic maintenance/servicing/checks shall be carried out on each vehicle once in a month with written permission of the Officer-in-Charge.
- Safety and Security of the vehicle(s) provided during the entire contract period will be the responsibility of the contractor and no compensation whatsoever due to theft of vehicle/parts of vehicle, damage to vehicle of any kind due to any natural or human act shall be claimed from the department.
- The contractor shall provide fire extinguishers for fire fighting in the vehicle at his own cost.
- The contractor shall ensure that the driver provided by him with the vehicle, fulfil and fully comply with the requirement of the Motor Vehicle Act, 1988 and other statutory provisions and proper dress code. He should possess a valid driving license for driving the vehicle (scorpio, Bolero, Tata Sumo or equivalent). 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 will have full power to refuse the driver permission to drive the vehicle and in that event, alternative arrangement at the risk and expense of the contractor shall be made. Expenditure so incurred in employing other 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 or otherwise, contractor will arrange another driver immediately.
- The contractor and his staff shall not allow any person other than bonafied person authorized by the Officer-in-Charge to travel in the vehicle. If at any time during contract period any unauthorized person is seen travelling in the vehicle, the contract shall be immediately terminated and the EMD, Performance Guarantee and Security Deposit deducted till that time shall be seized. No claim on this shall be entertained from the Contractor.
- The contractor shall be required to obtain contract carriage permit and produce all original documents such as Registration, Road Tax, Comprehensive Insurance Policy, PUC Certificate etc. to Officer-in-charge for verification.
- No residential accommodation shall be provided 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.
- It shall be responsibility of the successful tenderer to ensure that only vehicle registered as a commercial vehicle with the competent authority are sent for duty at all times. The road worthiness of the vehicle provided is to be ensured at all times by the successful tenderer, including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
- The vehicles provided will be kept in neat and clean condition with good upholstery and regularly polished exterior. They should also be in perfect running condition. The

successful tenderer shall be required to produce the vehicle and the driver in the premises of the CGO Complex, Sanjay Place, Agra for physical inspection before the signing of contract.

- The successful tenderer will be required to furnish 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 drivers along with their permanent and present addresses, copies of the driving license of the drivers to the officer in charge on or before the date of formal signing of the contract.
- It shall be the responsibility of the successful tenderer to ensure that the drivers are qualified, experienced and possessing valid driving licenses. The driver of the vehicle provided must follow all traffic rules/regulations and any consequences arising because of the failure to do so shall be borne by the successful tenderer alone. The department will have no direct or indirect liability arising out of negligence/rash driving and any loss caused to the any party will have to be suitably compensated for by the successful tenderer.
- The successful tenderer will ensure that the drivers will have a mobile phone in working condition, for which, no separate payment will be made by the department. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing round the clock contact.
- 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. If the driver is required to be changed in any respect by the department due to any reason, the successful tenderer have to change the driver immediately.
- In exceptional circumstances or unless specifically requested by the department once the hiring of vehicle commences, the successful tenderer shall not change the dedicated vehicle or the driver.
- The drivers shall be duty bound to carry out the instructions of the officer-in-charge to whom the vehicle is assigned by the department.
- The vehicle is proposed to be hired for an initial period of twelve months from the date stated in the contract, unless terminated earlier under the circumstances mentioned in the contract document.
- The Department shall not be responsible for the theft of vehicle/parts/accessories while the vehicle is on duty. The safety and security of the vehicle and accessories shall be the sole responsibility of the successful tenderer.
- The successful tenderer shall be required to sign the contract with the officer in charge before the vehicle is supplied for use. The supply of the vehicle shall commence from the date specified Contract/Agreement.
- Any change in the ownership of the vehicle or change in the constitution of the concern shall be notified in writing to the department immediately. It will be open for the department to either continue/renege the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited/encashed.

All the above conditions will be enforced, unless written order from the department is obtained relaxing any specific condition.

PROHIBITION OF INTOXICATION WHILE ON DUTY

- The driver deployed with the vehicle shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If the driver is found in drunken/intoxicated state the vehicle will not be put on work and it will be assumed that the vehicle has not been sent for duty and required penalty will be imposed as per terms and conditions of this tender document. Moreover the contract shall also be liable for termination with penalty, on which the decision of the Department shall be final.
- 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 Officer-in-Charge with the 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, he shall submit the same to Officer-in-Charge for signature. Failure to do so would result in non-payment of the hire charges for that day/journey. The log book shall be made available for periodic inspection to the Officer-in-Charge. Erasures and over writings in the log book will not be taken into account unless countersigned by the authorized officer nominated by the Officer-in-Charge.
- Any unutilized/balance Km out of 2200 Km of vehicle in the respective month will be carried forward to the succeeding three month and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.
- If the condition of the vehicle is not found satisfactory, or in case of a breakdown, the successful tenderer shall be required to send a replacement of equivalent or better make vehicle immediately. If no replacement is provided in time, the Director, Monitoring Dte, CWC, Agra shall have the right to hire a vehicle from elsewhere and the cost incurred towards such hire charges will be deducted from the bill of the successful tenderer in the succeeding month.

Escalation

No escalation is applicable in this contract.

Sub-Contracts

Sub-letting of the whole or any part of the work is not permissible and will lead to immediate termination of Contract and Performance Guarantee, EMD and Security Deposit will be forfeited/en-cashed.

Contractor's responsibilities and obligations:

- a) The work shall be carried out as per the direction & satisfaction of the Officer-in-Charge. The contractor shall take direction/instruction from Officer-in-Charge on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Officer-in-Charge shall be borne by contractor only.
- b) The contractor shall be solely responsible for all payments to his driver, payments under Workmen's Compensation
- c) Act or any other act of the Government including labour laws as applicable during the period of the contract. The Department shall not be responsible for any payment to the staff of the contractor under any circumstances.

- d) The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- e) The contractor must not pay less than minimum wage as per the minimum wages act, as notified from time to time by the Central Govt. or Govt. of Uttar Pradesh, whichever is higher to his driver.
- f) This contract shall not be sublet. In the event of the contractor subletting this contract, he shall be considered to have thereby committed a breach of contract and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

Duration of contract:

The time period for carrying out the work shall be 12 (Twelve) months from the date of start of the work. The contract can be extended up to three months period on quoted rate and same terms and conditions as per this Tender Document if mutually agreed by the Contractor and the Officer-in-Charge.

Losses, Liabilities and Costs:

The contractor shall indemnify and hold harmless the Department and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of the contract.

If the contractor or his driver break, deface, injure or destroy any Instrument/Govt. property at site or office he shall make good the same at his own expense and in that event of his refusing or failing to do so, the damage shall be repaired at his expense by the department who shall deduct the cost from any sums due, or which may become due, to the contractor.

The contractor shall solely be responsible for all acts of commission/omission of its employees. The contractor shall be responsible in the event of any theft or damage to Govt. property during the tenure of the agreement either due to negligence or connivance of its employees and shall reimburse the administration for any loss suffered by it during the period of contract.

During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final. On this account contractor shall not make any claim whatsoever against the department.

The contractor shall compensate and make good all damages or loss of property or personnel injury to the passengers or to other as a result of road accidents or on account of whatsoever cause while operating these vehicles.

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 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 department for any liability which may arise on account of any accident or other reasons.

Force Majeure:

For purposes of this clause. "Force Majeure" shall mean an event beyond the control of the contractor and not involving the contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

If an event of Force Majeure continues for a period of fifteen (15) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for products already delivered or services already performed.

No Claim or increased costs shall be entertained attributing to Force Majeure.

Contract Price:

The contract price is the negotiated total amount as per the rates quoted by the tenderer, which shall be valid during the entire contract period. The rates shall be given as per the format given in the Schedule of rates on lump-sum basis inclusive of all taxes.

Terms of Payment

- The vehicle shall be hired on calendar month basis. The rate should be quoted for 2200 kms on a monthly basis (reckoned from the time of reporting to the time of release daily). The vehicle must be available at any time of any day as directed by the Officer-in-Charge.
- The payment shall be made on monthly basis. Contractor should obtain the duly verified copy of logbook of vehicle, for the previous month from the in-charge of log book and submit the Running Bills to this office for payment. No deviation in the terms of payment mentioned in the tender is permissible. Sometimes due to any reason, it may be possible that vehicle is not used for whole of the month but only part of it. The payment for such months shall be made on proportionate basis based on actual days in such months. For example if monthly rate for 2200 km is quoted as Rs. A and if vehicle runs for say 10 days for a month then a payment of Rs. $A \times 10/30$ will be made. Payment for night charges and overtime charges for the driver will however be made as per actual. If a tenderer does not explicitly agree with the terms of payment, the tender shall be rejected for non-responsiveness. In the case of partnership firms, receipt for payments made to a firm must also be signed by each partner, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by a person having the authority to give effectual receipts for the firm.
- Charges for additional km beyond 2200 kms per month, should be quoted separately and will be paid as per actual. First the balance Kms of previous three months will be adjusted and then additional kms will be accounted for.
- The payment will be made as per contract and its liability shall be limited to this value alone. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the contractor.

- Any increase in road tax, passenger tax, SRT, TP, route permit for plying these vehicles during the contract period, the difference will not be reimbursable.
- The billing will be on monthly basis and the bills in triplicate shall be submitted on a working day to this office latest by 07th of succeeding month. Photocopy of log book duly verified by In-Charge of the log book and countersigned by Officer-in-Charge must be submitted along with the bill.
- Deduction of Tax at Source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, Lower Yamuna Division, CWC, Agra from every payment made under this contract.
- Parking charges and toll tax, shall also be reimbursed over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.

Withholding of Payment

The Officer-in-Charge shall have the right and be entitled to with hold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. No interest shall be allowed on payment with held, when released.

Taxes and Duties:

The TDS shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

Performance Security/Security Deposit:

Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 05 days of issue of the letter of acceptance. Earnest Money Deposit (EMD) of successful tenderer/bidder will form the part of Security Deposit. A sum @ 5% of the gross amount of the bill from each running bill will be deducted till the sum alongwith the sum already deposited as Earnest Money equals to security deposit @ 5% of the tendered amount of the work. Security Deposit will be refunded as per rule.

Advances:

No advance payment will be made under this contract.

PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED AS PER MINIMUM WAGES ACT 1948.

The contractor shall comply with the provisions of Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other statutory modification or re-enactment thereof or rules framed there under with regard to payment of wages to all persons employed by him under this agreement and shall indemnify the Department or its servants, officers from and against any claim or prosecution/proceeding under the Act or any Regulation as against claim made by such employee or on his behalf bear any authority. The contractor should arrange weekly paid rest to the manpower engaged as per the Act by arranging separate rest giver for which no additional payment shall be made by the Department. The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to the driver provided. All (Government/Departmental) notification procedure issued in this regard shall be applicable to this contract.

RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT:

Neither the contractor nor any of his employee or Agent, shall at any time during the continuance of this agreement practice untouchability in any form whatsoever in the course of or in any manner connected with the working of this agreement, nor impose any disability whatsoever against any person on the ground of untouchability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the untouchability (offences) Act XXII of 1955 and any re-enactment or modification thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said Act. The contractor hereby agrees to indemnify the Department from and against all actions, claims and penalties which may be suffered by the Department or by any person employed by it, by reason of any fault on the part of re-enactment or modification thereof for the time being in force. In the event of failure of the contractor, his agents or servants, at any time during the continuance of this agreement, should duly observe and comply with the provisions of this said act, or any re-enactment or modification thereof for the time being in force, or in the event of failure on the part of contractor, his servants or agents to duly observe and comply with provisions of this clause, the Department, without prejudice of its other rights and remedies whether under this agreement or by Law and without prejudice to any penalty to which the contractor or his servants or agent, may be subject under the provisions of the untouchability (offences) Act-1955 shall be entitled to terminate this agreement forthwith and without any notice to the contractor, and the contractors shall not be entitled to claim any compensation or damages from the Department on account of such termination.

LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE

The contractor shall at all time indemnify the Department against all claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modification thereof or rules there under or otherwise for or in respect of any workmen, labour, servants, or any persons in the employment of the contractor's and engaged in the performance of this business relating to the contract. The contract at all times shall also take all risk of accident to such workmen, labour or servant and against all cost and expenses incurred by the Department in connection there with and (without prejudice to any other means of recovery) the Department shall be entitled to deduct from the amount due to the contractor whether under this agreement or by other agreement, all amount paid or payable by the Department by way or compensation aforesaid or for costs, expenses in connection with any claim there to. The contractor shall abide by the decision of the Department.

Termination of Contract:

Termination of contract on death – Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Department shall have the option of terminating the contract without compensation to the contractor.

For Department's convenience

The Officer-in-charge can terminate the contract at any time by giving a 10 day notice to the contractor. The contractor shall have no claim to any payment/compensation or otherwise whatsoever on account of any expenses made on the manpower or other resources for this work. After the termination of the contract or after the cessation of the requirement of vehicle the tenderer shall not have right to claim for continuation in any form in terms of payment and employment. ***The contract shall automatically expire on the conclusion of the***

contract period unless extended further with the mutual consent of the contracting agency and the undersigned on the same terms and conditions or with some additions/deletion/modifications for further specific period.

For Contractor's Default

The Department may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the contractor to carry out the specified work for 07 days from the date of issue of notice may be a sufficient ground for termination of the contract by the Department.

- If the contractor becomes bankrupt or insolvent
- If the contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
- If the contractor neglects its obligations under this contract.
- If the contractor has furnished any false documents.
- If the contractor is guilty of confidentiality.

Termination by Contractor

The contractor can terminate the contract with a 30 day notice only in case if he/it is unable to carry out his/its obligations of the contract for any reason.

On termination

- a) The contractor shall cease further work.
- b) The contractor shall handover at the premises of the purchaser all the facilities, (material or whatsoever) if any, made available by the purchaser for the performance of the contract.
- c) Under such circumstances, only the contract price properly attributable to the part of work duly valued by the Department shall be payable by the Department on the contractor. The decision of the Department shall be final in this respect.

The contract may also be terminated by the Officer-in-charge, if the situation warrants so.

Liquidated Damages:

Penalty: In case of non-availability of vehicle on any day, penalty shall be imposed at the rate Rs. 500/- per day and shall be recovered from the monthly bills of the contractor.

Notices: Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered post, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be confirmed in writing. Any change in the address etc. shall be communicated within 10 days to the other party.

Disputes: The decision of the Department shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as disputes. The contractor may address its intension with evidence for the settlement of dispute in writing to the Department. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

Settlement of Disputes: The settlement of all the disputes of any kind arising out of the contract shall be first through a mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement no. CWC/Mon-GNR/2016-17/) made on the _____ day of _____ 2017 between the Director, (for and on behalf of the President of India), Monitoring Directorate, Central Water Commission, Agra (name or address of the Department) (hereinafter called "the First Party") and

_____ (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio, Bolero/Tata Sumo or Equivalent) along with driver and fuel (POL) required for twelve months duration on contract basis for the O/o Monitoring Directorate, CWC, Agra" for a period of 12 (Twelve) months from the date of start of the work (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs.

Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for providing one Diesel Model Non AC vehicle (Bolero /Tata Sumo or Equivalent) along with driver and fuel required for twelve months duration on contract basis, in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for providing one Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel required for four months duration on contract basis, the contract rate or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
 - a. Tender Document issued to the contractor and duly submitted by him duly signed;
 - b. Amendments/Corrigendum to the tender document, if any;
 - c. Letter of the contractor submitting the tender;
 - d. Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - e. Rate and Amount of tender/bid quoted by the contractor;
 - f. General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
 - g. Letter of the Executive Engineer communicating acceptance of the tender;
 - h. Letter of the Executive Engineer regarding commencement of the work;
 - i. Performance security;
 - j. Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signature of First Party Signed by _____

(for and on behalf of the President of India)

Binding signature of Second Party signed by _____

(for and on behalf of the _____ duly authorized vide resolution No _____ dated _____ of the Board of Director of

In the presence of
(Witnesses)

(1)

(2)