

## **TENDER DOCUMENT**

TENDERNO: CD/HQ/A-7/2019/ 693-95

Dated: - 28/03/2018

**CWC-2019-TN000095**



**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
MINISTRY OF WATER RESOURCES, RD & GR**

JAL AAYOG BHAWAN, RAJINDER NAGAR PHASE-1,  
BANTALAB, JAMMU-181123

**Tender Document for hiring of services of 02 Nos Non AC, Light Motor Vehicle (LMV):  
(Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015  
along with driver & fuel with maintenance on contract basis from 18.04.2019 to  
31.03.2020**

Estimated Cost	:	Rs. 9, 84,000.00
Earnest Money	:	Rs. 19,680.00
Date for Opening	:	

**Officer Inviting Tender:** Executive Engineer, Chenab Division, CWC,  
Jammu

**Price of Tender Document:** Rs. 500/-

**March, 2019**

**Executive Engineer  
Chenab Division  
Central Water Commission**

**Certified that this tender document contains 1 to 33 pages**

**-sd-**

**Executive Engineer  
Chenab Division, Jammu**

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☎(0191)2597688  
📠 (0191)2597668

**GOVT OF INDIA  
CENTRAL WATER COMMISSION  
OFFICE OF THE EXECUTIVE ENGINEER  
CHINAB DIVISION**

TENDERNO:CD/HQ/A-7/2019/693-95

DATED: 28/03/2019

**CWC-2018-TN000095**

**NOTICE INVITING e-TENDER**

Sealed online tenders are invited for and on behalf of the President of India by the Executive Engineer, Chenab Division, Central Water Commission, Jal Aayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu-181123 (J&K) through e-procurement mode only for the work prescribed below from the registered agencies / contractors of CPWD, P&T, MES, State PWD or any other Government agencies having sufficient past experience for such type work as per enclosed eligible criteria for **“hiring of services of 02 Nos Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis.”**

**Name of Work: “Hiring of services of 02 No's Non AC, Light Motor Vehicle(LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis from 18.04.2019 to 31.03.2020”**

Date and Time of issue of Bid Document Online	28.03.2019 at 15:00 hrs. onward
Tender Form Available online from	28.03.2019 at 15:00 hrs. onward
Last Date and Time for Downloading Bidding Document	10.04.2019 up to 12:00 hrs.
Last Date and Time for Receipt of Bids Online	10.04.2019 up to 17:00 hrs.
Date and Time for opening of Bids	11.04.2019 at 10:30 hrs.
Place of Opening of Bids	Office of Executive Engineer, Chenab Division, Central Water Commission, Rajinder Nagar, Bantalab, Jammu-181123
Price of tender document	Rs. 500/-

2. Tender can be downloaded from website <https://www.tcil-india-electronictender.com/etshome/EtsHomePage.aspx> [www.eprocure.gov.in](http://www.cwc.gov.in/tenders) and <http://www.cwc.gov.in/tenders> from 28.03.2019 (15:00hrs.) to 10.04.2019 (up to 12:00 hrs.). But tender will be opened only after following payment is made: -

- (i) Rs. 500/- as cost of tender shall be done through Bharat Kosh (NTRP). While using Bharat Kosh Ministry will be Water Resources, purpose will be Tender Document Cost, PAO Code 01872, and DDO Code 101880. Payment can be made either using online banking or generating challan and depositing through any bank. Challan can be generated during the period of sale of tender.
- (ii) Rs. 19680/- as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Chenab Division, CWC payable at Jammu.

3. The tender forms complete in all respects should be submitted online by

17:00hrs on 10.04.2019.

4. The Technical and financial Bids of the tender will be opened online at 11.04.2019 at 10:30 Hrs in presence of the bidders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, CD,CWC, Jammu.
5. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com>.or [www.eprocure.gov.in](http://www.eprocure.gov.in). However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
6. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com).

-sd-  
**Executive Engineer**  
**Chenab Division CWC, Jammu**

## **Instructions to Bidders**

### **1. General**

Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the Tenders. The general instructions are as given below:-

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole/quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- iii. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- iv. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- v. Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- vi. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- vii. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- viii. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- ix. The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC is debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- x. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.
- xi. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xii. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- xiii. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xiv. Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in).
- xv. Tenderer who has downloaded the tender from the TCIL website URL

<https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and [www.cwc.nic.in](http://www.cwc.nic.in) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- xvi. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- xvii. For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
  - a. the tender form and Financial bid submitted by the tenderer online;
  - b. Tender document
  - c. Amendment to the tender document;
  - d. Post tender opening Correspondences both online and offline; and
  - e. Purchaser's notification of award of the contract.

## **2. SUBMISSION OF DOCUMENTS**

### **(A) ONLINE:-**

The following documents are to be furnished online in the technical bid part by the Contractor along with bid as per the tender document:-

( i.)

- a. Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN.
- b. Signed and Scanned copy of previous two years Income-tax / latest VAT Clearance Certificate, GSTIN No./ TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. or Public Ltd. Company registered certificate.
- c. Signed and Scanned copy of audited Balance sheet of last two years.
- d. Signed and scanned true copy of Partnership deed as per the tender document.
- e. Any other document in support of the Bid.

( ii.) The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:-

- a. Signed and scanned price schedule as per tender document.

### **(B) OFFLINE**

Before tender opening date bidders are required to furnish following at the office of EE, CD, CWC, Jammu.

- a. Cost of the tender
- b. EMD
- c. **Pass-phrase for opening of Technical and Financial Bids. Pass-phrase shall be supplied in one envelopes having pass-phrase for technical & financial bids. The envelope shall clearly marked "pass-phrase for technical and financial bid" for "Hiring of 02 no's Non AC Vehicles on contract basis for one year".**

## **3. Eligibility Criteria for the Tenderers:-**

- i. The agency should be registered as per the Govt. rules with permanent office anywhere in India.
- ii The agency shall have permission to operate and work in J & K state by relevant government agencies.
- iii. The Contractor 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

and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the CWC Department or Ministry of Water Resources River Development & Ganga Rejuvenation (MoWR, RD & GR). Any breach of this condition by the contractor would render liable to be removed from the approved list of contractors of this department.

iv. 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 found any time to be such 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.

v. Neither CWC officials nor his/her relatives can participate in the tendering process.

vi. Contractor shall produce definite proof of doing similar work with CWC, any Govt. /PSU/any reputed organization/firms of estimated value of 70 to 100 % of the estimated cost of this work as single contract or two contracts of 30 to 50 % each in the last 3 years.

#### **4. Period of Validity of tenders:**

Tenders shall remain valid for 60 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

#### **5. Tender Security and Performance Security**

##### **i. Earnest Money Deposit (EMD)**

EMD shall be deposited in the form of Crossed Demand Draft/CDR/FDR in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu or in the form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

##### **The EMD will be forfeited if:**

- a. if a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
  - b. in case of a successful tenderer, if the tenderer fails:
    - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
    - (ii) to furnish the specified performance security
- Government Departments and Public Undertakings are exempted from furnishing this security.

##### **Refund of EMD**

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

##### **ii. Performance Guarantee**

The successful bidder shall furnish performance guarantee deposit at the rate 5% on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour

of Executive Engineer, CD, CWC , Jammu payable at Jammu or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in chapter 7 form 2.

Performance security is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

## **6. Contents of Tender Document:**

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Tender Notice
- (ii) Instructions to the Tenderers
- (iii) Tender
- (iv) Acceptance
- (v) Schedules
- (vi) Schedules of Quantities
- (vii) Terms & Conditions of the Contract
- (viii) Scope and Additional Terms and Conditions
- (ix) Annexure-I (Technical Bid )
- (x) Annexure-II (Financial Bid)

## **7. Tendering Process**

### **i. Marking and submission of tenders:**

The tender shall be submitted online only.

The Tenderer's should submit both "Technical bid" and "Financial Bid" online. The specifications should be same as given in this tender or higher. The EMD should be sealed in envelope duly marked as "EMD" and must reach office of Executive Engineer before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

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

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

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

### **ii. Opening of Bids:**

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

Financial Bids of only those bidders who are found technically acceptable would be considered in the presence of tenderers or their representatives, who choose to be present online or offline or both.

### **iii. Prices**



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

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- e. The tender for the works shall remain open for acceptance for a period of 60 sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

**(iv). Non-conformities between the figures and words of the Quoted Prices –** Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

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

**(v) Evaluation of Tenders**

The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar material/works to Government/Semi-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

S. No.	Details	Maximum Marks
1.	Previous experience of agency in providing similar category of work to Government/semi Government Agencies for last five years (10 marks to be assigned per year of previous experience). Attach relevant experience certificates.	50 marks
2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received). Attach self Declaration to this effect.	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts). Attach relevant documents.	20 marks.

b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis.

The Competent Authority does not bind himself to accept the lowest or any other tender.

**(vi). Award of Work**

Within seven (07) days after the submission of the specified performance security and after the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement and furnish the specified performance security.

However, Government Departments and Public Undertakings are exempted from furnishing this security.

**(vii). 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.

**(viii) Payment Mode**

Payment will be made on monthly basis in the form of cheque/demand draft.

**ABOUT E-TENDERING**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.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)

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

#### Digital Certificates

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

#### Registration

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

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

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

TCIL/ ETS Helpdesk	
Telephone/Mobile	Customer Support(0930hrsto1800hrs,Monday To Friday except on gazetted holidays):+91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

#### Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

#### Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)  
Submission of digitally signed copy of Tender Documents/ Addendum  
Submission of General Terms and Conditions (with/ without deviations)  
Submission of Special Terms and Conditions (with/ without deviations).

#### Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of the the 'Main-Bid' is 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.

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).

#### Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted 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 a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

#### Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center The help information provided through 'ETS User-Guidance Center' is available in

three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

## **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the 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 PIV, 1 GB RAM, Windows XP with Service Pack 3)  
Broadband connectivity  
Microsoft Internet Explorer 6.0 or above  
Digital Certificate(s)

## 1. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

(a) "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

(b) The date of commencement of the event of Force Majeure;

(c) The nature and extent of the event of Force Majeure;

(d) The estimated Force Majeure Period,

(e) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

(f) The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

(g) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## 3. Termination of Contract

### a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

### b. For Contractor's Default

I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract

i. If the Contractor becomes bankrupt or insolvent

ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.

iii. If the Contractor neglects its obligations under this contract.

iv. If the contractor has furnished any false document.

II. The Purchaser 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 a specified work may be sufficient grounds for termination of the contract by the purchaser.

### c. Termination by Contractor

The Contractor can terminate the contract with 30 days notice only in case:

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall

be forfeited.

**d. On every termination**

I. The Contractor shall cease further work.

II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

**4. Liquidated Damages**

a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.

b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.

c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for

liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**5. Notices**

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

**6. Disputes**

The decision of the Purchaser shall be final regarding the quality of wooden floats made by the agency, the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

**7. Settlement of Disputes**

The settlement of all the disputes of any kind arising out of this 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.

-sd-  
Executive Engineer  
Chenab Division  
Central Water Commission  
Jal Aayog Bhawan, Rajinder  
Nagar, Phase-1, Bantalab  
Jammu-181123  
For & on behalf of President of India

## TENDER

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E & F, Specification applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of Contract, Special conditions, 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, drawing and instructions with such material as are to provided for, by and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs. 19680.00/- (Rupees nineteen thousands six hundred eighty only) has been deposited in receipt treasury challan /deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/ demand draft of a Scheduled Bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to commence the work specified I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely; 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 term and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the tender document. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid. I/we shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other record 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.

Dated.....

(Signature of Contractor)  
Postal Address

Witness:

Address:

Occupation:



## ACCEPTANCE

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

(Rupees.....

.....)

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

i)

ii)

iii)

Dated .....

For & on behalf of President of India

Signature.....

Designation.....

Signature of contractor

Postal Address

## SCHEDULES

**SCHEDULE 'A'** : Schedule of quantities (Enclosed):- As enclosed in tender document

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

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

**SCHEDULE 'C'** : Tools and Plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of issue
1	2	3	4
N. A.			

**SCHEDULE 'D'** :

Extra schedule for specific requirements/documents for the work, if any: N. A.

**SCHEDULE 'E'** : Reference to General Conditions of Contract

**NAME OF WORK:** "Hiring of services of 02 Nos Non AC, Light Motor Vehicle (LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis from 18.04.2019 to 31.03.2020"

- (i) Estimated cost of work : Rs. 9,84,000.00
- (ii) Earnest Money : Rs. 19,680.00
- (iii) Performance Guarantee : 5% of the tendered value

**SCHEDULE 'F'** :

**General Rules & Directions :**

Officer Inviting Tender : Executive Engineer,  
Chenab Division, Central Water  
Commission,  
Jammu

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : see below

**Definitions:**

2 (v)	Engineer-in-Charge	:	Executive Engineer, Chenab, Division, Central Water Commission, Jammu
2 (viii)	Accepting Authority	:	Executive Engineer, Chenab Division, Jammu
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	:	-
2 (xi)	Standard Schedule of Rates	:	-
2 (xii)	Department	:	Central Water Commission
9(ii)	Standard CPWD Contract Form	:	CPWD form 7/8 as modified and Corrected up to date

**Clause 1**

(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance.	:	15 days
(ii)	Maximum allowable extension beyond the period ( provided in i) above	:	07 days

**Clause 2**

Authority for fixing compensation under Clause 2.	:	Director, M&A, CWC, Jammu
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**Clause 2 A**

Whether clause 2A shall applicable	:	No
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**Clause 5**

Number of days from the date of issue of letter acceptance for reckoning date of start	:	15 days
--	---	---------

Mile stone(s) as per table given below :

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time Allowed in days ( from date of start)	Amount to be withheld in case of non achievement of milestone
1.	N .A .		
2.			
3.			

Time allowed for execution of work : One year

**Authority to decide :**

- (i) Extension of time ..... (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)
- (ii) Rescheduling of mile stones ..... (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

**Clause 6, 6A** : N. A.  
 Clause applicable –(6 or 6A)

**Clause 7** : N. A.  
 Gross work to be done together with net payment / adjustment  
 of advances for material collected, if any since the last such payment for being eligible to interim payment

**Clause 10 A**  
 List of testing equipment to be provided by the contractor at site lab

- |         |         |
|---------|---------|
| 1. .... | 2. .... |
| 3. .... | 4. .... |
| 5. .... | 6. .... |

**Clause 10B (ii)** : Yes/**No**  
 Whether clauses 10B(ii) shall be applicable

**Clause 10 C**  
 Component of labour expressed as percent of value of work = .....%

<b>Clause 10CA</b>		
Materials covered under this clause	Nearest Material (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index is to be followed	Base Price of all the Materials covered under clause 10 CA *
1. ....N.A.....	.....N.A.....	.....
2. ....	.....	.....
3. ....	.....	.....

\* Base Price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

**Clause 10CC** : N. A.  
 Clause 10CC to be applicable in contracts with stipulated period  
 of completion exceeding the period shown in next column

**Shedule of component of other Materials, Labour, POL etc. for price escalation.** : Xm .... %  
 Component of civil (except materials covered under clause 10 CA) : Y.....%  
 /Electrical construction Materials - expressed as percent of total value of work. : Z.....%  
 Component of labour- expressed as percent of total value of work.  
 Component of P.O.L. - expressed as percent of total value of work.

**Clause 11**

Specifications to be followed for execution of work : As per Engineer-in-charge

**Clause 12**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work : N. A.

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. : N. A.

**Clause 16**

Competent Authority for deciding reduced rates. Director M&A.,  
: CWC, Jammu

**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- |                   |                  |
|-------------------|------------------|
| 1. .... N.A. .... | 2. ....N.A. .... |
| 3. ....           | 4. ....          |
| 5. ....           | 6. ....          |

**Clause 36(i): N/A**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	N/A		N/A				

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

**Clause 42**

(i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis Of Delhi Schedule of Rates-2007, New print 2010 printed by CPWD.- **N.A.**

(ii) Variations permissible on theoretical quantities.

(a) Cement for works with estimated cost put to tender : N/A  
not more than Rs. 5 lakhs

for works with estimated cost put to tender more : N/A  
than 5 lakhs

(b) Bitumen for all works : N/A

(c) Steel reinforcement and structural steel sections : N/A  
for each diameter, section and category

(d) All other materials : N/A

**SPECIAL CONDITIONS FOR TENDER FOR THE WORK OF “Hiring of services of 02 No’s Non AC, Light Motor Vehicle (LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis from 18.04.2019 to 31.03.2020.**

1. The Contractor shall carry out orders for works allotted by the CWC Administration by offering vehicle services as and when asked for.

**2. METHOD OF HIRING ARRANGEMENTS:**

- a) The contractor shall have his own system of supervision and work arrangements within the said premises by deployment of suitable vehicle and staff to the entire satisfaction of CWC Administration. The Contractor shall, however, require furnishing details of such system for record purposes within a week of commencement of contract, failing which the running bills may not be passed for payment.
- b) The vehicle driver, after reaching the destination place will inform the CWC representative about his arrival by mobile or approach him directly. If he is delayed due to traffic congestion, the driver will inform the CWC representative by mobile. If the vehicle is not likely to reach the CWC office in time due to breakdown on the way or due to any other reason, an alternative arrangement by providing another vehicle shall be made immediately by the contractor.

**3. EMPLOYMENT OF PERSONNEL:**

- a) The contractor shall employ his own personnel and equipment at his own cost. Behavior of personnel shall in no way be detrimental to the CWC administration. The contractor shall for the purpose of fulfilling the obligations under this agreement provide personnel of good character, physically fit, well behaved and skillful in their duties.
- b) The contractor shall discharge from service any employee who in the opinion of CWC Administration, misconduct himself or is in any way unfit or unsuitable for the said contract. The decision of the Competent Authority in this respect will be final and binding.
- c) The contractor shall have past experience in providing similar services. The tender should be accompanied by list of such organizations where the Contractor has undertaken or is undertaking similar work. Proof of such experience should be provided by enclosing copies of the contract.
- d) Providing transport facility to the CWC representative demands punctuality, politeness and noble behavior of drivers. Compromise on this account by service provider reflects badly on CWC Administration and therefore renders the contractor liable to be penalized heavily.

**4. VEHICLE SECURITY**

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

**5. PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED.**

The contractor shall comply with provisions of payment of Wages Act 1936 or any other statutory modification or reenactment 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 CWC Administration 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. Contractor should arrange weekly paid rest to

the supervisor/cleaning personnel/attendant as per P. W. Act 1936 by arranging separate rest giver for which no additional payment will be made by CWC administration.

**6. RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISION OF EMPLOYMENT OF CHILDRENS ACT.**

The contractor(s) will at all times duly observe the provisions of Employment of Children Act. XXVI of 1938 and any reenactment or modification of same and will not employ or permit any person to do any work for the purpose or under the provisions of this agreement in contravention of the provisions of the said Act. The contractor(s) hereby agree(s) to indemnify the CWC Administration from and against all claims and penalties which by reason of any default on the part of the Contractor(s) in the due observance and performance of the provisions of Employment of Children Act. XXVI of 1938, or any reenactment or modification of the same.

**7. 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 reenactment 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 CWC Administration from and against all actions, claims and penalties which may be suffered by the CWC Administration or by any person employed by it, by reason of any fault on the part of the Contractor, his servants and agents, in the due observance of 1955 Act XXII, or any reenactment 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 reenactment 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 CWC Administration, 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 CWC Administration on account of such termination.

**8. LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE:**

The contractor shall at all times indemnify the CWC Administration 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 the business relating to the contract. The contractor at all times shall also take all risk of accident to such workmen, labour or servant and against all costs and expenses incurred by the CWC Administration in connection there with and (without prejudice to any other means of recovery) the CWC Administration shall be entitled to deduct from any money due or to become due to the contractors whether under this agreement or by other agreement, all money paid or payable by the CWC Administration by way or compensation aforesaid or for costs expenses in connection with any claim there to, the contractors shall abide by the decision of the CWC Administration as to the sum payable by the contractors under the provision of this clause.

**9. VERIFICATION OF ANTECEDENTS OF PERSONS EMPLOYED.**

The contractor shall not in any capacity employ persons of bad character or any person whose antecedents are in doubt or who is on the police records as bad characters. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, and the place at which employed with his/her left/right hand rolled thumb impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractors.

**10. PROHIBITION OF INTOXICATION WHILE ON DUTY**

The contractor(s) or his/their supervisor/ driver and personnel shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If any supervisor/personnel is found in drunken/intoxicated state he will be summarily discharged from service. Moreover the contract will also be liable for termination with penalty, on which the decision of CWC Administration will be final.

**11. OBSERVANCE OF EMPLOYEES STATE INSURANCE ACT AND EMPLOYEES PROVIDENT FUND ACT 1952.**

The Contractor shall observe all the provisions of the Employees State Insurance Act, 1948 and the employees provident Fund Act, 1952 duly amended from time to time and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the said service.

**12. CONTRACTOR'S RESPONSIBILITY FOR NEGLIGENCE ETC. OF ITS EMPLOYEES.**

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 CWC property during the tenure of the agreement either due to negligence or connivance of its employees and will reimburse the administration for any loss suffered by it during the period of contract.

**13. INDEMNIFICATION FOR LOSS/DAMAGES ETC.**

- a) In the event of any damage or loss what so ever caused to the CWC/Government property/ public/ private property or life due to negligence or connivance of its employees, the CWC administration shall be empowered to have the damage or loss repaired and or recovered the amount so spent as well as that due from the imposition of penalties under other various clauses of the tender on account of any money due to the contractor under this agreement or on account of any other work, executed for the CWC by the contractor or from his security deposit or from monthly bill.
- b) The contractor shall indemnify the CWC Administration against any loss or damages to the property of CWC Administration, any claim made by its employees against CWC Administration or any 3rd party in event of death, fatal injury to the person or loss/damage to the property of the CWC Administration / or any public/ private property or life due to any reason whatsoever arising out of any act of negligence on the part of the contractor or its servants. **Necessary indemnity bond on a stamp paper of Rs.100/- (Rupees One Hundred only) shall have to be submitted by the contractor at the time of signing the agreement.**

**14. COMPLIANCE OF LABOUR LAWS ETC.**



The contractor shall comply with all relevant statutes including contract labour (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Labour Laws.

#### **15. MODE OF PAYMENT**

The CWC Administration shall pay the hiring charges after raising the bill for vehicle supplied at the end of each month, as per the schedule of work on successful and satisfactory performance after the work is complete. The contractor shall have to submit the bill in triplicate as per the format to be supplied by CWC every month for arranging payment. No advance payment on any other account shall be paid. Payments to the Agency shall be made through online mode only. Agency shall have to provide all relevant Bank details to Executive Engineer, Chenab Division, CWC, Jammu for making online payments.

#### **16. WITHHOLDING OF PAYMENT**

The CWC Administration shall have the right and be entitled to with hold payment of contractor under this agreement in the event of any breach of the terms and conditions of the agreements by the contractor. The opinion of the Competent Authority, CWC or his authorized representative on this aspect shall be final. No interest will be allowed on payment with held, when released.

#### **17. PROHIBITION OF TRANSFER OF CONTRACT**

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

#### **18. SPECIAL CIRCUMSTANCES**

In the event that the hiring of vehicle arrangements made by contractor are not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the Competent Authority, CWC or his authorized representative, in the event of urgency may entrust the work of hiring of vehicle to any person/personnel without any intimation to the contractor and the contractor shall be liable for refund of such expenses incurred by the CWC Administration in this regard. The decision of the Competent Authority, CWC or his authorized representative as regards to the satisfactory or inadequate services on hiring of vehicles will be final.

#### **19. PENALTY FOR ABSENTEEISM WITHOUT INFORMATION OR WITHOUT ALTERNATIVE ARRANGEMENT.**

In case of absenteeism penalty at the rate of Rs.500/- per vehicle shall be imposed on the contractor and shall be recovered from the bills of the contractor. This amount shall be over and above the deduction for absenteeism as per accepted rates for hiring of alternative vehicle.

#### **20. ABSCONDING WHILE ON DUTY/SLEEPING ON DUTY/NOT ALERT**

Suitable action like discharge from service of defaulter staff or termination of contract as found fit will be taken by CWC Administration if any driver/ supervisor/attendant/cleaner are found absconding while on duty/sleeping on duty/found not alert by CWC Administration. In addition penalty of Rs. 100/ per driver shall be imposed on the contractor and shall be recovered from the monthly bills of the contractor.

21. Penalty for Non-receiving phone calls – Rs. 100/-. If it is seen that the contractor / driver is not receiving phone calls from CWC in spite of repeated calls a penalty of Rs. 100/- per instance shall be charged.
22. Any changes of personnel or contact numbers are to be promptly informed to CWC. Penalty for changing personnel and mobile phone nos. without prior information shall be Rs. 100/- per instance.

### SCOPE AND ADDITIONAL TERMS & CONDITIONS:

- 1) It will be obligatory on the part of the contractor to provide hiring of vehicle services for the said duration at the quoted rates. Any termination of the contract without 3 months notice on the part of the contractor will make him liable to forfeiture of security deposit. The CWC Administration reserves the right of termination of the Contract with immediate effect without giving any notice.
- 2) If the cost of Diesel of vehicle is increased / decreased by Government by 10% or more than 10% of the rate that existed at the time of entering in to this agreement, 5% for vehicle for the quoted rate shall be added/ deducted to/from initial rate and fresh rate will be fixed and paid and no other increase on any other account will be considered. A second review in slab during the contract period will be considered again on the same lines if the diesel cost increases/ decrease by 10% of rate over and above the first revised rate and so on.
- 3) Rates once quoted should not be revised except as at paragraph 3 above and those firms, who revise their rates or fail to supply the material during the period of contract, will liable to forfeit their Security Deposit.
- 4) **The contract shall remain valid as per tender document. However, CWC reserves the right for variation up to maximum two periods of three months each in the contract period. It is obligatory for the contractor to supply the services/material at the same rates and terms and conditions of the annual rate contract for the extended period, if asked to do so.**
- 5) The rate will be compared by the gross total of all category put together. If any bidder fails to quote rate for any item, his bid would not be considered for comparison.
- 6) The CWC will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed; and conform to the terms and conditions and specifications.
- 7) The CWC will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered lowest evaluated price.
- 8) **The rate should be quoted inclusive of all kind of taxes. Parking and toll charges will be reimbursed on the production of receipt in original and as per actual. Similarly the agency should initially pay the interstate entry charges as per the applicable rate and same is to be claimed by the agency in the bill enclosing original voucher for paid entry charge. No extra payment on any account will be made by this office. The rate may be quoted as per the schedule attached.**
- 9) All the vehicles which are proposed to be supplied to this office **must be registered as tourist vehicles/commercial vehicles with all India permit**. The driver shall carry with himself all valid documents in original pertaining to vehicles, permission, including the valid driving license. The vehicle should have indication/ sticker for this as stipulated by the competent authority.
- 10) The vehicles should be clean both inside and outside, neat and free of any mechanical, electrical and other defects. Else penalty of Rs 100/- per occasion shall be imposed
- 11) The vehicle proposed to be supplied to CWC should not have completed **1.0 lakh** kilometre and should **not be older than four years**. If the vehicle is found not matching this need, penalty of 20% of the hiring charge paid for that vehicle shall be deducted from the bill amount.
- 12) The tender must be submitted in the format at Annexure II. **The rate should be indicated in both figures and words**. Corrections, if any in the quotation shall be made by initialling, dating and re-writing. No overwriting is allowed.
- 13) The tenders not matching the specifications shall be rejected summarily.
- 14) The exact dates, time for reporting vehicle shall be intimated telephonically, generally one day or more in advance. However, on certain occasions, the vehicle may be required to

be provided at a very short notice. Penalty of Rs 500/- per vehicle shall be imposed for failure to provide vehicle in time at assigned place.

- 15) The km reading will commence and close at the CWC Complex, Jal Aayog Bhawan, Bantalab, Jammu. However, the distance between contractor's office and CWC/Place of duty as the case may be, or 10 km whichever is lower, will be added to the total run for the day.
- 16) If requested, facility for parking of vehicles overnight at CWC campus can be provided by CWC at contractor's risk.
- 17) The payment for supply of vehicle will be made by cheque on SBI, Jammu on receipt of bill. No advance payment on any other account shall be paid.
- 18) The contractor shall inform the name and telephone numbers of the persons to whom this office shall have to contact for placing the requirement of vehicles. In addition to this the contractor shall also ensure the availability of mobile phone with driver on duty.
- 19) Issue of this NIT to a firm does not automatically make the firm eligible for submitting a quotation. The firm must confirm to all the terms and conditions of this NIT. A tender is liable to be rejected if the firm puts its own terms and conditions
- 20) The Terms and conditions given in this NIT shall become part of the Annual rate contract. However, In case of breach of any of the terms and conditions of this NIT or failure on the part of bidder to provide satisfactory work/ supply, the EMD/Security Deposit is liable to be forfeited.
- 21) The offer of the tenderer should contain the following documents :-
  - a) Tender document duly signed and sealed by the tenderer.
  - b) Schedule duly filled in.
  - c) Earnest Money Deposit
  - d) List, addresses and telephone Nos. of the firms and organizations and copy of orders (Govt. Depts.) for which the similar type of work as in Para. 1 of NIT has been carried out.
  - e) The bidders shall have land line and mobile phones and fax facility for communication.
  - f) Documentary proofs showing the eligibility of the bidder. (The eligibility criteria has been given at Clause No. 1.3 of NIT of this tender document)
- 22) Tax Deduction at Source (TDS) as per extant Income Tax Act and work contract tax as per extant latest GST Act Govt. of India will be affected from the payments.
- 23) All the above-mentioned terms and conditions are mandatory and tenderer/bidder shall abide by all the above stated conditions. The bidder shall give an undertaking to the effect that he agrees to abide by all the terms and conditions as stated in the Tender Document.
- 24) In event of breakdown of Vehicle during Journey of the CWC staff, the bidder must provide another vehicle with driver.
- 25) If the driver of the vehicle is on leave during office time, the bidder must provide suitable substitute and other driver must be deputed for that day.
- 26) Any unutilized Km run for the vehicle in the respective month will be carried forward to the succeeding two months only and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.
- 27) It would be responsibility of contractor/firm/agency to ensure the availability of vehicle at all times as desired by Engineer-in-charge irrespective of deployed vehicle being under maintenance/breakdown or any other contingencies. In the

event of failure to do so, a penalty of Rs.1000/- per day may be levied upon the successful contractor/firm/agency, if it fails to do so. Such penalty will be deducted from the bill of the relevant month.

- 28) 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 Executive Engineer, Chenab Division, CWC, Jammu. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing contact round the clock.
- 29) 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.
- 30) Save in exceptional circumstance or unless specifically requested by the Executive Engineer, Chenab Division, CWC, Jammu, once the hiring of vehicle commences, the successful tenderer shall not change the dedicated vehicle or the driver.
- 31) The driver shall be duty bound to follow the instructions of the Executive Engineer, Chenab Division, CWC, Jammu or officers to whom the vehicle is assigned by the Executive Engineer, Chenab Division, CWC, Jammu.
- 32) Any change in the ownership of the vehicle or change in the constitution of the concern shall be notified in writing to the Executive Engineer, Chenab Division, CWC, Jammu, immediately. It will be open for the Executive Engineer, Chenab Division, CWC, Jammu, to continue / renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited.
- 33) TERMINATION OF CONTRACT: As per GCC
- 34) ARBITRATION (CLAUSE 59 OF G.C.C.)
- 35) Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, scope of work and instructions herein contained in this contract is at the sole arbitration of the person nominated and appointed by the Chief Engineer, IBO, CWC, Chandigarh in respect of the contract entered for and on behalf of the president of India.

-sd-  
Executive Engineer  
Chenab Division, CWC, Jammu

## Schedule of Quantities

**Name of Work: Hiring of services of 02 No's Non AC, Light Motor Vehicle (LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis.**

S.N.	Name of Work	Qty.	Remarks	
1	(A) Hiring of services of 02 No's Non AC, Light Motor Vehicle (LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis upto 1500 km. each calendar month (Any unutilized Km run for the vehicle in the respective month will be carried forward to the succeeding two months only and will be set off against excess mileage of the succeeding months.)	2 nos vehicle	Normal Duty Hours :09:00 to 18:00 Hrs.	
	(B) Extra KMs (in addition to 1500 km) (For calculation assume 50 Km in a month per vehicle)	per km		
	(C) Extra Hours (additional to duty timing) (For calculation assume 10 hrs in a Month per vehicle)	per hour		
	(D) Extra Charges per night halt (for outstation journey) (For calculation assume 4 nights in a month per vehicle)	per night		
	GST @ -----			
	Total Rs. ---for 1 month (X)			

Signature of the bidder with seal

**Technical Bid**

(To be furnished online only. Offline bids are not acceptable under this contract)

1.	Name and Postal Address of the Bidder	Phone: Mobile: Fax: Email:
2.	Is your concern Recognized/Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable Recognized by Govt. of India Registered under Companies Act Registered under Shops and Establishment act Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)	
3.	Income Tax return filed (Attach proof)	
4.	Income Tax Permanent Account Number (PAN) (Attach proof)	
5.	Service Tax Registration number (Attach proof)	
6.	Experience (attach performance certificate from the Govt./ PSU Companies/Public Agencies/Firms): ..... Years	

S. No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed)	
8.	EPF Registration Number (copy to be enclosed)	
9.	ESI Registration Number (copy to be enclosed)	

10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
11.	Length of experience in the field	
12.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
13.	Whether agency profile is attached	
14.	List of other clients	
15.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
16.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

Signature of the bidder with seal

## Financial Bid

**Name of Work: Hiring of services of 02 No's Non AC, Light Motor Vehicle (LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 along with driver & fuel with maintenance on contract basis.**

**TENDER NO: CD/HQ/A-7/2019/**

**Date:- /03/2019**

S. No.	Name of Work	Qty	Rate (for one month) per Vehicle (Rs.)	Total Amount (in figures and words)(for one month)
1	(A) Hiring of services of 02 No's Non AC, Light Motor Vehicle (LMV): (Diesel version: Model: Bolero, Tavera or similar category) not older than 31/03/2015 and having All India Permit along with driver & fuel with maintenance on contract basis upto 1500 km. each calendar month.  <b>(Any unutilized Km run for the vehicle in the respective month will be carried forward to the succeeding two months only and will be set off against excess mileage of the succeeding months.)</b>	2 nos vehicle		
	(B) Extra KMs (additional to 1500 km) (For calculation assume 50 Km in a month per vehicle)	per km		
	(C) Extra Hours (additional to duty timing) (For calculation assume 10 hrs in a Month per vehicle)	per hour		
	(D) Extra Charges per night halt (for outstation journey) (For calculation assume 4 nights in a month per vehicle)	per night		
	GST @ .....			
	Total amount Rs. for one month (X)			

Total Cost for one month Rs. (in figures and words):

**Note:- Comparative for the lowest tender will be worked out based on the amount quoted for minimum Kms run i.e. 1500 Km per month and Rates quoted for Extra Km, Extra Hrs and nights assumed as mentioned above (Amount in X).**

**X= A+Bx50+Cx10+Dx4.**

**L1 will be decided as per Lowest X value of the bidder.**

Date: -

Signature of the bidder with seal

Place:-