

TENDER NO: NEID-III/NIT/2021-22/72 dated 27.05.2021

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

**NORTH EASTERN INVESTIGATION DIVISION-III
ITANAGAR, Arunachal Pradesh-791111**



TENDER DOCUMENT

e-Tender for “Hiring of one Nos 4 wheel drive SUV vehicle with Driver and without POL on monthly basis for NHP work under NEID-III, CWC, Itanagar”

OFFICE INVITING TENDER	NORTH EASTERN INVESTIGATION DIVISION-III ITANAGAR, ArP-791111 EMAIL ID: exencwc@rediffmail.com eeneid3-cwc@gov.in
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	27/05/2021 (1000 hrs.)
TENDER FORM AVAILABLE ONLINE FROM	27/05/2021 (1000 hrs.)
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	03/06/2021(1400 hrs.)
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	03/06/2021 (1600hrs)
DATE AND TIME OF PRE-BID MEETING	N/A
DATE AND TIME OF OPENING OF BIDS	04/06/2021 (1600hrs)
PLACE OF OPENING OF BIDS	O/o EE, NEID-III, CWC COMPLEX, CHIMPU, ITANAGAR, ARUNACHAL PRADESH 791111
PRICE OF TENDER DOCUMENT:	Nil
FOR ANY QUERY	eeneid3-cwc@gov.in

BLANK

INDEX

S. No.	PARTICULAR	PAGE No.
1.	COVER PAGE, BRIEF OF TENDER AND INDEX	1-4
2.	NOTICE INVITING TENDER	5-6
3.	GENERAL INFORMATION FOR BIDDERS	7-17
4.	SCHEDULES	18-19
5.	GENERAL INFORMATIONS AND INSTRUCTIONS TO THE CONTRACTOR/FIRM/AGENCY	20-24
6.	SCHEDULE OF WORK FOR QUOTING RATES	25
7.	PERFORMANCE GUARANTEE	26

BLANK

TENDER NO: NEID-III/NIT/2021-22/72 dated 27.05.2021

Government of India
Central Water Commission
(NEID-III, CWC COMPLEX, CHIMPU, ITANAGAR, Arunachal Pradesh 791111)

NOTICE INVITING e-TENDER

The Executive Engineer (EE), NEID-III, CWC COMPLEX, CHIMPU , ITANAGAR , Arunachal Pradesh 791111 invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids from an experienced and eligible Agency(ies) for the work "Hiring of one Nos 4 wheel drive SUV vehicle with Driver and without POL on monthly basis for NHP work under NEID-III, CWC, Itanagar"

1. Name of work: Hiring of one Nos 4 wheel drive SUV vehicle with Driver and without POL on monthly basis for NHP work under NEID-III, CWC, Itanagar.
2. Earnest Money: Nil
3. Performance Guarantee: Rs. 20190/-.
4. Cost of Tender Document: Nil

2. Schedule of e- Tender

OFFICE INVITING TENDER	NORTH EASTERN INVESTIGATION DIVISION-III, CENTRAL WATER COMMISSION, CHIMPU, NEAR VKV SCHOOL, ITANAGAR, ARUNACHAL PRADESH- 791111 EMAIL ID: exencwc@rediffmail.com eeneid3-cwc@gov.in
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	27/05/2021 (1000 hrs.)
TENDER FORM AVAILABLE ONLINE FROM	27/05/2021 (1000 hrs.)
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	03/06/2021(1400 hrs.)
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	03/06/2021 (1600hrs)
DATE AND TIME OF PRE-BID MEETING	N/A
DATE AND TIME OF OPENING OF BIDS	04/06/2021 (1600hrs)
PLACE OF OPENING OF BIDS	O/o EE, NEID-III, CWC COMPLEX, CHIMPU, ITANAGAR, ARUNACHAL PRADESH 791111
PRICE OF TENDER DOCUMENT:	Rs. Nil
FOR ANY QUERY	eeneid3-cwc@gov.in

Tender can be downloaded from website <https://www.eprocure.gov.in> from 27/05/2021 (1000 hrs.) to 03/06/2021(1400 hrs.) The tender forms complete in all respects should be submitted online only by 1600 hrs. of 03/06/2021. Offline submission of tender is not permitted.

3. The Technical bid of the tender will be opened online at 1600 hrs. on 04/06/2021 in presence of the tenders who wish to see the online opening of tender through their authorized representative who may choose to attend online opening in this office.
4. The NIT and tender can be downloaded from CPPP e-tendering portal with URL <https://www.eprocure.gov.in>.
5. Bids shall be accepted through e-procurement only at e-tendering portal of CPPP <https://www.eprocure.gov.in>.
6. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Chapter- 1: Instruction to bidders

Chapter -2: Activities schedule and other requirements

Chapter -3: Condition of Contract

Chapter -4: Schedule of Requirement

Chapter -5: Technical & Financial Bid Chapter-6: Contract Form

Chapter -7: Other Standard Form

-s/d-

Executive Engineer
NEID-III, CWC, Itanagar
Arunachal Pradesh-791111

प्रति सूचनार्थ/ Copy for Information:

- 1) Superintending Engineer (C), BBO, CWC, Guwahati
- 2) Superintending Engineer, HO&IC, CWC, Guwahati.
- 3) Assistant Accounts Officer, NEID-III, CWC, Itanagar.
- 4) Sub-Divisional Engineer (HQ), North Eastern Investigation Division-III, CWC, Itanagar with a direction to upload Notice Inviting Tender on CWC website and CPP Portal.
- 5) Notice Board, NEID-III, CWC, Itanagar

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
NORTH EASTERN INVESTIGATION DIVISION -III, ITANAGAR**

NOTICE INVITING e-TENDER

Scope of work and General instructions for Tenderers

Scope of work: Hiring of one Nos 4 wheel drive SUV vehicle with Driver and without POL on monthly basis for NHP work under NEID-III, CWC, Itanagar.

General Instructions:

- i) The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its services under any circumstances without written permission of the officer-in-charge.
- ii) Rates quoted by the bidders would remain firm, valid and fixed up to 31.03.2022 from the date of award of contract. No request for escalation on any ground including the increase in the price of petrol, Minimum Wages/Salary for Driver, vehicle price, insurance, maintenance, road tax, etc. shall be entertained.
- iii) The vehicles to be deployed should not be more than two years old (model January, 2019 onwards). It shall have clean seat covers/upholstery, good look and should be in perfect running condition fulfilling the latest emission norms prescribed by Transport Authority. It may be noted that the monthly/daily/weekly lump sum amount to be paid to the bidder includes all costs involved such as cost of petrol/ driver salary/ maintenance charges/ incidental charges, etc. round the clock services, the Saturdays, Sundays and holidays i.e. taking into consideration of the working day. On requirement basis as & when required.
- iv) The driver deployed on the vehicle should be resident of a location nearer the CWC office complex should be reach only within 2 hours of information.
- v) Taxi playing on Petrol fuel and Hybrid diesel will also be acceptable.

- vi) The vehicle should be registered with the Transport Authority along with all valid documents such as valid insurance, road tax payment, R.C. etc. **(copy of R.C issued by Transport Authority to be checked by the office)**. The bidder would be solely responsible to ensure that vehicle deployed fulfil all essential and legal conditions stipulated by Transport Authority and other agencies for such deployment and this office or its official does not undertake any responsibility for any breach of such legal conditions.
- vii) **The drivers should possess valid commercial driving license issued by appropriate authority and should be well mannered/disciplined/uniform and adequately educated. Driver should wear uniform while on duty.**
- viii) The Contractor shall ensure that vehicles deployed are comprehensively insured and claims, if any shall be directly entertained by the Contractor from the Insurance Company. Division/Office shall not be responsible for any damage to the vehicle in case of an accident or otherwise, theft of vehicle/parts and accessories therein. Similarly, Office shall not be responsible for any third-party claims. The Office will also not be responsible for any challan and violation of the Traffic Rules by the driver concerned.
- ix) **Service Tax, Toll Tax, State Tax and Parking Charges extra payable but the Contractor shall have to produce proof of payment of such taxes and charges.**
- x) Payment of bill shall be made within fifteen days of the presentation of the bill after submission bill in triplicate.
- xi) The calculation of mileage shall be from the reporting Point to Destination as per work requirement and will not be calculated on garage to garage basis.
- xii) The Contractor shall ensure that the odometer of car supplied is properly sealed so that no tempering is done with a view to inflate distance travelled.
- xiii) The authorized/dealing officer or Engineer-in-charge of the Office may get the odometer of the supplied car checked from any workshop and cost thereof will be borne by the Contractor.
- xiv) In case of any breakdown/non attending duty by the driver within the time, the Contractor shall make arrangement for providing alternative taxi/vehicle. In such a case, mileage from garage to the point of breakdown would not be paid.
- xv) The driver should be preferably well conversant with all traffic signals, roads and routes of Arunachal Pradesh/ NER region.
- xvi) The driver should always remain with the vehicle during the entire period of duty. In case of any urgency, the driver may seek permission of the concerned officer.
- xvii) The Contractor shall provide the names and address of the drivers and police verification reports along with copy of driving license.
- xviii) If the vehicle is out of order or if condition of vehicle is found to be unsatisfactory, Contractor shall provide a substitute vehicle immediately. In case, vehicle does not report on time or does not report at all, the Office would have a right to hire a vehicle from the market and cost incurred by the Office will be deducted from the bills or any other payment payable to the contractor.

- xix) The Contractor should always keep necessary maintenance tools kit and valid "pollution under control certificate" with the vehicles of all times.
- xx) The Contractor should have an adequate number of telephones (landline and mobile) for contact round the clock. The driver shall observe all etiquette and protocol while performing the duty and shall wear neat uniform and must carry mobile phone in working condition, for which, no separate payment shall be made by this office.
- xxi) If after award of the contract, the successful bidder (L-1) fails to provide required service/materials the rate contract is liable to be cancelled along with forfeiture of Performance Security Deposit and other consequential actions such as Blacklisting of the firm etc.

Eligibility Criteria for qualify the Technical Bids: -

1. The bidders are required to quote the rate on monthly basis otherwise the bid will summarily be rejected.
2. Registration with Appropriate Government Authority for the purpose of work stated above.
3. PAN No. & GSTIN Registration No. of the Contractor/Firm/Agency.
4. The commercial vehicle should be registered with the Transport Authority.
5. Experience of similar work in any Central/State Government Department for Minimum period of 02 (document proof to be upload) years in last 5 year (2016 to 2020)
6. The agency should have experience of similar works (supply of Vehicles in the past to Govt. Departments/PSUs/Autonomous Bodies) for minimum 3 (Three) years, cost of such work executed each year should be as under.
 - (i) One work order not less than Rs. 5,38,400/-
 - or
 - (ii) Two work order not less than Rs. 4,03,800/-
 - or
 - (iii) Three work order not less than Rs. 2,69,200/-
7. Bidder should submit Turnover Certificate of not less than ₹ 3,36,500/- issued from a Nationalized Bank/Chartered Accountant for the previous FY 2017-18, FY 2018-19 & FY 2019-20. Provisional Turnover/Undertaking may also be submitted for FY 2020-21.
8. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Bidders shall quote rates as per various terms and conditions of the said form which will form part of the agreement.
9. The period of contract will be valid up to 31.03.2022 from the date of award of contract.
10. The firm should have sufficient experience for similar type of works in this field for the last 2 years (documentary proof to be upload) **(Vehicle provided model January, 2019 to onward) and not less than two commercial vehicles dully registered in the name of the firm.** The vehicles to be deployed should not be more than two years old (i.e. January, 2019 to onward) and should not have run more than 30,000 km.

11. Bidders are required to upload a statement indicating the contracts on hand with details of the Departments/Ministries/PSUs and reputed business Organizations, contact of dealing person (Name & Designation) with complete official address and Telephone/Mobile number.
12. Bidders are required to upload PAN No. in r/o firm or Service Tax Registration Certificate (GST No.) allotted by concerned authorities.
13. Bidder is required to upload ITR, Balance Sheet along with Profit & Loss Statement duly certified by Chartered Accountant having Turnover of more than Rs. 10 Lakh for the Financial Year 2017-18, 2018-19 and 2019-20.
14. Bidders are required to upload a Declaration on letter head stating that the bidder has not been black listed by any Ministry/Department/Organization.
15. Bidders are required to upload Bid securing declaration as prescribed in Form-I.

Terms and conditions

1. The Tender documents can be downloaded from the <https://eprocure.gov.in/eprocure/app> [27/05/2021](https://eprocure.gov.in/eprocure/app) (1000Hrs) to 03/06/2021 (1400Hrs).
2. The bids submitted will be opened at 04/06/2021 (at 1600hrs) in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in **O/o The Executive Engineer, North Eastern Investigation Division-III, Central Water Commission, Itanagar-791113**. The Bids shall be submitted online only at CPP Portal website URL <https://eprocure.gov.in/eprocure/app>. 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 CPP Portal. The tender notice is also available at <http://cwc.gov.in>.
3. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relatives who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. Tenderer who has downloaded the tender from the CPP Portal website URL <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including 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.
5. Intending tenderers are advised to visit again CPP Portal website <https://eprocure.gov.in/eprocure/app> and CWC website <https://cwc.gov.in>.at least 2 days prior to closing date of submission of tender for any corrigendum/amendment.
6. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted. In no case should there be any change in the format of the Financial Bid. The bids submitted in the proforma other than the proforma provided for the purpose, will be rejected summarily.

7. The bidders should have at least one dedicated landline telephone connection and one mobile for contact. The details of the same may be furnished in the bid.
8. Selected lowest Bidder(s) shall be empanelled as Service Providers on the fixed rate for the period up to 31-03-2022 from the date of signing of Agreement. In case, the empanelled service provider is found in breach of any condition(s) of tender/agreement at any stage or services of service provider are found not to the satisfaction to the Office, the agreement/contract may be terminated leading to forfeiture of performance security. The decision of the Central Water Commission shall be final in this regard.
9. It may specifically be mentioned whether quotation is strictly as per terms and conditions of the tender. Deviation if any must be spelt out specifically in Technical Bid. In the absence of this, the quotation may be rejected.
10. The bidder must quote for all items as per price schedule (BoQ), **the quantity of which is tentative and may vary time to time.** The evaluation of bids shall be made on overall basis. Conditional discounts, if any offered shall not be considered for evaluation purpose. **After technical bids have been opened, then no bidding firm will be allowed to withdraw or on notifying the rates, refuses to accept the tender or violate any other terms and conditions of the tender.**
11. All the rates quoted in BoQ must be inclusive of Service tax excluding Parking level, Toll Tax and State Tax etc. which shall be paid by the Office on applicable rates and through reimbursement.
12. Duly constituted committee shall first open and evaluate Technical Bids. Price bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of tender. Intimation to this effect shall be separately sent to the bidders whose bids are found technically acceptable. **The lowest quoted bidder(s) shall be chosen on the basis of total lowest bid price received.**
13. The Office i.e. NEID-III, Central Water Commission, Itanagar reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever
14. **Promotion of Micro and Small Entrepreneurs of SC/ST categories:** - The Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes will be given weight age in accordance with Notification Order S.O. 581(E) dated 23.03.2012 issued by Micro and Small Enterprises. The details may be noted from the website "<http://msme.gov.in/>" (Procurement Policy MSME 2012).

In case the contract is awarded to Medium Entrepreneurs on the basis of lowest quotation, the Department may allow the contract to be shared in the ratio of 80:20 on the lowest rates between Medium Entrepreneur and Micro or Small Entrepreneur, respectively, competing the bidding process subject to fulfilment of tender conditions.

15. **Payment:** Payment shall be made through PFMS to the firm only on satisfactory acceptance of the work as well as receipt of pre-receipted bill in triplicate. In case any item is found to be not as per ordered specification or does not meet the requirement or found to be of sub-standard quality, the same shall be rejected and supplier should replace the same without extra charge within the specified delivery schedule.

16. **Performance Security**: The successful bidder shall require submitting a **Performance Security of Rs. 20190/-** as indicated in within fifteen days of the issue of Acceptance of Bid letter by the Office. The performance security may be in the form of Demand Draft/Pay order/Bank Guarantee or Fixed Deposits Receipts (FDR) of any commercial Bank. In case, the contractor fails to provide satisfactory services during the term of contract, the performance security submitted by the firms will be forfeited without prejudice to other remedies. No interest will be payable by the purchaser on the performance security. Performance Security should be valid for a minimum period of 14 months from the date of acceptance.
17. The job carried out shall be to the satisfaction of the Office failing which deductions up to 10% of the total bill are deducted, depending upon the severity of negligence. The Office may also resort to blacklist the agency for a suitable period of time on the lapse on its part. The decision of the competent authority shall be final and binding on the firm/agency. The Office at any time can terminate the contract without assigning any reason, if the work of the firm is found unsatisfactory. In this respect, the decision of the Office will be final and binding on the firm.

EVALUATION OF BIDS

1. A committee constituted by Competent Authority for this purpose will first examine the technical bids to determine its eligibility with reference to tender document. The committee shall determine the conformity of each bid to the bidding documents. Office may seek any clarification, if so required. The technical bids not conforming to the tendered conditions shall be declared unresponsive. Price bids of only those bidders whose technical bid is found to be qualified shall be opened by the duly constituted committee in the presence of technically qualified bidders for which separate intimation shall be given to them.
2. Competent authority in the Office reserves the right to reject all or any of the bids.
3. Incomplete bids are liable to be rejected.

Agreement deed: -The successful bidder/s shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper within 15 days from the date of award of the contract. Agreement/contract will be signed after the submission of the performance security at the following terms.

- a. The period of contract for completion of job shall be 90 days from the date of award of contract/submission of the performance security/Agreement Deed whichever is later but not more than 15 days. The contractor has to submit all the formalities within 15 days, failing which the schedule of time will be counted from the date of award of contract.
- b. The incidental expenses of execution of Agreement/Contract shall be borne by the successful bidder.

Arbitration: In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then Office will appoint the sole Arbitrator. The provisions of Arbitration and

Conciliation Act, 1996 will apply. The arbitration proceedings will be held in Itanagar. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment thereof including the rules framed there under.

PENALTY AND TERMINATION

- (i) It would be the first and foremost responsibility of the Contractor to ensure that deployed vehicles are in good working condition and contract is executed as per agreed terms and conditions. In case at any stage, it is observed during surprise check or in case of any complaint received from any officer about the condition of the deployed vehicle, Office may impose a penalty up to of Rs. 500/- on each occasion. In case of breakdown, the vehicle has to be replaced by a substitute vehicle immediately within a span of half to one hour. In case of non-availability of suitable vehicle within prescribed time period, a penalty up to Rs. 300/- per occasion may be imposed. If the number of breakdowns exceeds three times in a month for a particular vehicle, a penalty of up to Rs. 500/- per breakdown shall be imposed. In case of non-availability of vehicle or if the vehicle is absent, penalty of up to Rs. 500/- per day may be imposed in addition to deduction at pro-rate basis for that day. In case of non-availability of vehicle during extra hours, a penalty of up to Rs. 300/- per occasion may be imposed. The vehicle should report at proper time as required by the concerned officer. If there is delay of more than half an hour, a penalty of up to Rs. 300/- will be imposed per occasion. In case of any other breach of contract or deficiency in service, a penalty of up to Rs. 300/- may be imposed on each occasion.
- (ii) In case of quality of service provided by the contractor found wanting/inadequate, the competent authority may terminate the contract agreement after giving fifteen (15) days' notice. In that case the competent authority may forfeit the Performance Security deposit as stated above.
- (iii) The contract shall be valid for one year from the date of award. However, Office may terminate the contract any time after giving fifteen (15) days' notice without assigning any reason thereof to the contractor.
- (iv) In case of material breach of any of terms and conditions mentioned in the Tender Document, the Competent Authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Office in that event and the Performance Security deposit may also be forfeited.

Force Majeure:

Notwithstanding the provision of the **Performance Security**, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent that, its delay in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the 'Office' either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the 'Ministry' in writing of such condition and the cause thereof. Unless otherwise directed by the 'Office' in writing, the firm shall continue to perform its obligation under the agreement as far as reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event. All disputes are subject to the jurisdiction of courts in the state of Arunachal Pradesh.

Sd/-

**Executive Engineer
NORTH EASTERN INVESTIGATION DIVISION-III
ITANAGAR, AP-791111**

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, General information and instruction to the contract, scope of work and its terms and condition, Additional terms and condition, General Conditions of Contract, clauses of contract, Schedule of Work & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. I/We hereby tender for the execution of the work within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in accordance with, such conditions so far as applicable. We agree to keep the tender open for thirty (30) days from the due date of its opening not to make any modification in its terms and conditions. A sum of ₹.....is hereby forwarded in deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to provide the prescribed performance guarantee within prescribed period, I/We agree that the President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived 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.

Date:

Signature of Contractor

Witness:

Postal Address:

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 ₹_____/-(Rupees.....).

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

(a)

(b)

(c)

For & on behalf of the President of India.

Signature.....

Date:

Designation.....

Signature of contractor

Postal Address

FORM-I

FORM OF BID-SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

Bid No.: [number of bidding process]

To: [complete name of Purchaser]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of One year starting on [date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*-----

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____,

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

PROFORMA OF SCHEDULES

SCHEDULE 'A': Schedule of Work (enclosed) at Page 24

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

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

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

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

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

-----NIL-----

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

Name of Work: Hiring of one Nos 4 wheel drive SUV vehicle with Driver and without POL on monthly basis for NHP work under NEID-III, CWC, Itanagar	
Earnest money	Nil
Performance Guarantee	Rs 20,190/-

SCHEDULE 'F': GENERAL RULES & DIRECTIONS:

Definitions:

Engineer-in-Charge

**Executive Engineer,
North Eastern Investigation Division-III,
CWC, Itanagar.**

Accepting Authority

**Executive Engineer,
North Eastern Investigation Division-III,
CWC, Itanagar.**

**Percentage on cost of materials and labour 10%
to cover all overheads and profits**

Standard Schedule of Rates:

Market Rate

Department:

Central Water Commission

Standard CPWD contract

GCC 2015, CPWD form 8.

Form:

(As amended up to data)

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 with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above	3 Days

Clause 2 Authority for fixing Compensation under Clause 2

**Chief Engineer, BBO,
CWC, Guwahati**

Clause 2 A Whether Clause 2A shall be applicable

No

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

07 Days

Time allowed for execution of work.

12 Months

Authority to decide

(i) Extension of time

Engineer-in-charge

Instructions to Bidders for e-tendering through CPP portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Helpdesk	
Telephone/Mobile	For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001002, 0120-6277 787
E-mail ID	support-eproc@nic.in

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Eligibility criteria

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

1.Name of the Firm/Agency:

2.Address:

3. Registration Number of Firm/Agency:

(Copy of registration should be attached)

4. Pan Number & GSTIN No. of Firm/Agency:

(Copy should be attached)

5. Registration No. of Vehicles to be deployed:

(Photocopy of RC should be attached)

6. Proof of similar work being carried out in any Central/ State Government Department
(Minimum 03 year) in last 5 year (2015 to 2019):

(Photocopy of experience should be attached)

Date:

Place:

Signature of the Tenderer

SCHEDULE OF WORK FOR QUOTING RATES

Item Description	Unit	Rate (in ₹)	Total Amount in (₹)
Hiring of Diesel 4 WD SUV Vehicle with Driver (without POL) with engine capacity between 2000 cc to 2500 cc, BS-VI compliant and ground clearance not less than 180 mm for official duties at local and out of station, i.e. Arunachal Pradesh / NER including repair and maintenance.	Per month		
Night halt Charge (assuming 5 nights per month)	Per month		
Average monthly Diesel consumption (assuming 170 liters)- will be reimbursed separately on actual basis	Per month		
GST @ 5 %			
Total (including GST)			

Note:

- 1) ***Financial Bid should be uploaded on CPP Portal in form of BOQ only. No hard copy shall be accepted.***
- 2) **Payment will be released on monthly basis and based on actual work.**
- 3) GST will be reimbursed to the agency on production of proof of GST receipt as per latest government norms.
- 4) Toll charges/entry/pass /parking/ ticket charges for the vehicle will be reimbursed by the office in addition to hiring charges as per actual on production of receipt.
- 5) Contracted hire charges include all charges, viz. charges of driver, repairs, parking if any, maintenance of vehicle, insurance and all taxes as per Motor Vehicle Act / State Government / Central Government, petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle and penalty / fine etc.

Performance Guarantee (CLAUSE 1)

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India