



भारत सरकार
जल संसाधन, नदी विकास
और गंगा संरक्षण मंत्रालय
केन्द्रीय जल आयोग
जल विज्ञान मंडल,



GOVERNMENT OF INDIA
Ministry of Water Resources,
River Development & Ganga Rejuvenation
CENTRAL WATER COMMISSION
Hydrology Division

NEERVALAM
No. R-81, TNHB Colony,
West Velachery, Chennai-600042.
Phone: 044-22554250
email: ee.chn-cwc@nic.in

Tender No. 2/HD/HQS/NIT/2019/ 870-79

दिनांक/Date: 06/04/2019

NOTICE INVITING TENDER

CPWD-6

On behalf of the President of India, EXECUTIVE ENGINEER, HYDROLOGY DIVISION, CENTRAL WATER COMMISSION, "NEERVALAM", PLOT NO.81, TNHB COLONY, NEAR TELEPHONE EXCHANGE, WEST VELACHERY, CHENNAI - 600 042 invites **sealed item rate tenders** for the following works from eligible firms.

Name of the work	:	Hiring Inspection Vehicle with Driver under CDSD, CWC, Karaikal
Quantity	:	1 No (NON AC Mahindra Bolero / Xylo / Jeep / TATA SUMO)
Period of Contract	:	1 year
Estimated cost	:	Rs. 4,65,000/-
Earnest Money Deposit	:	Rs. 9300/-
Tender Fee	:	Rs. 500/-

1. The Eligibility Criteria for technical bid is as follows:

- The Agency should be registered in India with permanent office in India.
- The Agency shall have permission to operate and work in Tamil Nadu/UT of Puducherry by relevant government agencies.
- The bidder should have valid GST, PAN, Aadhar Number of proprietor.
- Firm/Contractor with a vehicle having commercial registration with RTO.
- Joint Ventures (JV) shall submit its full details.
- Similar works with financial values as per CVC guidelines in the last two years preferably from State/Central/PSU departments. However experience with private firms will also be considered for evaluation.
- Income tax statement for the last two financial years.

The firm should enclose all documentary proof / evidence to substantiate the eligibility criteria given above along with the tender.


1. The tenders can be downloaded from **www.cwc.gov.in or www.eprocure.gov.in**.
2. However, the technical bid and financial bid of the tenders will be opened by the department on receipt of the cost of EMD & Tender fee as demand draft in favour of **Executive Engineer, Hydrology Division, CWC, Chennai payable at Chennai on or before 03/05/2019 12.00 hrs.**
3. Tenders, in single bid system, (both technical and financial bid) will be received by the Executive Engineer, Hydrology Division, Central Water Commission, R-81, TNHB colony, West Velachery, Chennai – 600042. **The tenders (both technical and financial bid) will be opened by the Executive Engineer or his authorized representative on 03/05/2019 at 15.00 hrs.**
4. The Place of work is “Office of the Sub Divisional Engineer, Cauvery Delta Sub Division, Central Water Commission, Karaikal - 609602”.
5. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
6. In case of a partnership, the agreement signed between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
7. One of the partners of the firm will be identified in the agreement as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
8. The bid shall include all the relevant documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents. Any additional information requested by the department during the course of evaluation of the technical bid shall be supplied within the time limits set by the department.
9. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. The tender shall be valid for a period of 60 days from opening date of the bid. All the pages of tender document are to be signed invariably.
11. The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.9300/- (Rupees Nine thousand and three hundred Only) as Earnest Money Deposit (EMD) in the form of Bankers Cheque / Demand Draft of any Scheduled bank drawn in favour of Executive Engineer, Hydrology Division, CWC, Chennai shall be delivered within the period of bid submission and original should be deposited in office of the Executive Engineer, Hydrology Division, CWC, Chennai. Tenderers exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. If the bid of the Tenderers does not

contain specified earnest money the tender will be summarily rejected. No further communication shall be entertained in this regard.

12. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts /Bank Guarantee of any scheduled bank in accordance with prescribed form. In case contractor fails to deposit the said performance guarantee within period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
13. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
14. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The contractor shall not be permitted to tender for works in the HD, CWC, Chennai (responsible for award and execution of contracts) in which if 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 Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would result in barring him for quoting in all the future tenders floated by the Central Water Commission.
16. No Engineer of Gazetted rank or other Gazetted Officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
17. The tender for the execution of job shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any contractor withdraws his tender before the said period or issue of letter of acceptance, whichever is, earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
18. This Notice Inviting Tender shall form a part of the contract document. The successful contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- a) The Notice Inviting Tender, all the documents including general/special terms and conditions, forming the tender as issued at the time of invitation of bid submitted by the contractor and acceptance thereof together with any correspondence leading thereto.
- b) Schedule of quantities with duly filled rates & signed by the contractor(s).

19. Terms and Conditions of Contract given shall prevail during the entire period of the contract.


(र. गिरिधर)/(R.GIRIDHAR)

अधिसासी अभियंता/Executive Engineer

प्रतिलिपी/Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru.
2. The Sub Divisional Engineer, CDSD, CWC, Karaikal for wide publicity.
3. The Accounts Branch, HD, CWC, Chennai to book the expenditure under 11:00:27 Minor Works DWRIS.

TERMS AND CONDITIONS OF THE CONTRACT

Introduction:

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. Cauvery and Southern Rivers Organization, Coimbatore under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. The work proposed is hiring inspection vehicle with driver for CDSD, CWC, Karaikal.

1. One Bid per Bidder:

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified. **Bidder's signature is mandatory in each page of the tender document.**

2. Signing the tender:

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952(documents to be enclosed).

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

3. Contents of bidding documents:

The set of bidding document comprises the documents listed below

- a) Notice Inviting Tender
- b) EMD & Tender Fee
- c) Terms and Conditions of the contract
- d) Contract/Agreement form – CPWD 8
- e) Schedule of work
- f) Performance Guarantee in the form of DD or Bank Guarantee.

4. Amendment of Bidding Document:

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

5. Language of the Bid:

All documents relating to the bid shall be in the English language or Regional language.

6. Earnest Money Deposit:

The bidder shall furnish as part of its bid an EMD of Rs. **9300/- (Rupees Nine thousand and three hundred only)** in the form of DD from any scheduled bank. The EMD may be forfeited in the following cases:

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

7. Security Deposit / Performance Guarantee:

The successful bidder shall furnish an amount equivalent to 5% of contract value as Security Deposit / Performance Guarantee in the form of DD or Bank Guarantee from any scheduled bank in favour of **Executive Engineer, Hydrology Division, Central Water Commission payable at Chennai** within 15 days from issue of the letter of acceptance. **The performance guarantee shall have validity for a period of 14 months, in case of submission through BG.** The performance guarantee will be returned to the agency only after satisfactory completion of the contract. The performance guarantee will be forfeited in case of termination of the contract by the Department due to lapses in the settlement of EPF to the beneficiary.

8. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.

- c) The rate quoted by the tenderers shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) The rate quoted by the agency shall contain monthly wages (Basic plus VDA), Employees Provident fund, ESI and all other statutory benefits as per minimum wages act for the year 2018-19.
- f) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works.
- g) If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- h) The rates shall be quoted in Indian Rupee only.
- i) **If two or more agencies have quoted the same price, then lot system as per CPWD manual 2014 will be followed for further process.**

9. Bid Validity:

Bid shall remain valid for the period of 60 days from the date of technical bid opening. In exceptional circumstances prior of the original bid validity period, the Executive Engineer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing only.

10. Corrupt and fraudulent practices:

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

(a) Defines for purpose of these provisions, the terms set forth below as follows:-

- (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
- (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

11. Clarification of Bidding Documents:

To assist in the examination, evaluation and comparison of bids, the department may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or

permitted except as required to confirm the correction of arithmetic errors discovered by the department in the evaluation of the bids.

12. Examination of Bids and Determination of Responsiveness:

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

13. Award criteria:

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

14. Notification of Award:

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

15. Dispute Resolution Mechanism:

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

16. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form along with performance guarantee.

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

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

18. Payment Terms:

The payment will be released to the agency by the Executive Engineer after obtaining the Bill in triplicate from the agency through concerned section / subdivision. TDS as applicable will be deducted from every bill. GST filing is to be done by the agency as per norms. Proofs in connection

with TDS and GST may be produced as and when requested by the department for reimbursement.

19. Labour Laws to be complied:

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

20. Removal of Contractor's Employee:

The Executive Engineer may require the contractor to dismiss or remove man power employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the man power can be terminated / replaced by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a man power the contractor should provide substitute immediately. Any change in the man power working at a particular site / location shall be replaced by a new person after intimating the same in writing and getting approval from the Executive Engineer or his authorized representative.

21. Termination of Contract:

If the contractor does not comply with labour laws and contract conditions, the Executive Engineer may terminate the contract and the performance guarantee will be forfeited.

22. Contract Period:

The contract is for a period of 12 months, however if the Department wishes, then the contract can be extended for further period of 12 months on mutually acceptable terms.

23. Other terms and conditions:

- i) The Department will not be responsible for any injury sustained to the man power during the performance of their duties. Any expenditure incurred by the department to face the situation arising out of act of workers will be made good by the agency. If any incident / accident occurred during the duty period, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- ii) The Agency shall work under the control of the Executive Engineer, Hydrology Division or his authorized representative.
- iii) This is purely a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
- iv) In case of any lapse in duty/negligence with public/staff of CWC, written notice shall be given to the agency. In the event of department not satisfied with the behaviour of the man power, the firm shall re nominate another person immediately after intimating the same in writing to the department.

- v) The appointed motor vehicle driver cannot claim any regularization of the work/post within the department as it is purely a works contract and not employment. An undertaking in this regard is to be signed by the agency.

24. Location:

The proposed sites of work from O/o Sub Divisional Engineer, Cauvery Delta Sub Division, CWC, Karaikal are attached. However, if the department needs to cover additional locations, the same shall be accepted by the agency and corresponding charges as per schedule of rates will be paid.

25. Site Conditions:

The Vehicle will be used to run all over areas under the jurisdiction of CDSD, CWC, Karaikal. Bidders are advised to visit the site to acquaint themselves with the site conditions, approaches, camping facilities for their work labour forces for the execution of the work. Non - familiarity with the site conditions will not be considered as a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

26. Vehicle's security:

During the contract period security of vehicle provided is the responsibility of contractor. The contractor shall provide fire extinguishers for fire fighting in the vehicle at his own cost.

27. Security:

The contractor shall follow all security rules as may be framed by EE, HD, CWC, Chennai from time to time regarding control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-in –charge or his duly authorized representative from time to time.

28. Payment to Workmen:

(a) The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws that may be brought into force from time to time. Increase in the wages due to any statutory act or by rules framed there under by the Government or by local authorities during the currency of the contract or during any valid period of extension of contract shall not be considered for any reimbursement. The bidder is deemed to have taken this aspect in his unit rates for various items of work covered under this contract.

(b) The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to the driver provided. All (Government/Departmental) notification procedure issued in this regard shall be applicable to this contract.

29. Liability for loss, damage, accident etc: During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including

third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final. On this account contractor shall not make any claim whatsoever against EE, HD, CWC, Chennai.

30. Sub Contract:

The contractor shall not sublet the whole or any part of the work.

31. Specifications:

Petrol/Diesel, SUV model (Mahindra Bolero/Xylo/Jeep, Tata Sumo) Non- AC vehicle along with driver for daily 8 hours duty (09.00 hrs. to 17.00 hrs). The vehicle should not have run 1 lakh Km and not older than 2014. If the vehicle is found not matching this condition, a penalty of 20% on hiring charges for that day shall be deducted from the bill.

Extra hours shall be accounted to the nearest of in multiples of 15 minutes in a day of use and monthly cumulative extra hours shall be computed accordingly.

The contractor shall offer the vehicle for inspection and approval to the satisfaction of the Engineer-in-charge of the work or his authorized representative one week in advance and only those vehicle, accepted by the Engineer-In-Charge, will be deputed for the operation in the project. In case of a substitute vehicle, same also shall be offered for inspection and acceptance by the Engineer-In-Charge before put to operation. The contractor shall ensure that the vehicle(s) are in accordance with the prevailing traffic regulations act including prescribed speed limit, excellent outlook and interior in all respect and cleanliness etc. at all times.

Vehicle shall have the facility of carrier to load the department materials whenever needed.

32. Operation of Vehicles:

The vehicles shall be run as per the schedule of the trips/timings, route and as directed by the Engineer-in-charge of the work from time to time.

The vehicle(s) shall be in good running conditions through-out the contract period. The duration of local duties at sites and outside trips etc. shall be as per the instructions issued by the Engineer -in-charge of work. Trip sheet duly signed by the officer for every usage indicating the start and end reading, time shall be collected by the agency and same to be enclosed for bill verification.

Depending on the requirement, the vehicle(s) can be used for additional Kilometre and night halt for which payment shall be made at the agreed rates.

The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper state of repairs as required by the Motor Vehicle Act, 1988 and the rules framed there under.

In addition to operation of the approved vehicle in Tamil Nadu and Karnataka as per time schedule, trips and routes and as directed by the Engineer-in-charge of the works, the vehicles may be sent to anywhere in India on requirement, for which, any tax payable shall be borne by the Department on production of proper and valid proof of payment of any such tax.

The vehicle engaged shall not be used for any other work even during off duty hours. Written permission shall be obtained from the Engineer-In-charge of the works before it is sent for repairs/ servicing etc.

Periodic maintenance/ servicing/ checks shall be carried out on each vehicle once in a month for which contractor shall submit a months schedule for the approval of the Engineer-In- Charge and accordingly vehicle will be released for periodic maintenance, servicing etc. once in a month per vehicle. The vehicle must be clean both inside & outside and free from defects. Else penalty of Rs 100/- per occasion shall be imposed & recovered from next bill.

33. Indemnification:

The contractor shall indemnify the EE,HD, CWC, Chennai against any claims arising out of operation of this services for the EE,HD, CWC, Chennai. For this purpose the contractor shall comply with and ensure compliance of all the provisions of the Motor Vehicle Act, 1988 and Rules there under and the relevant labour and other laws applicable for such services.

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

All expenses of running the vehicle(s) which inter-alia includes Road Tax, Insurance premium, repairing charges, cost of replacing spare parts, tubes, tyres, batteries, fuel and lubricants, salary to staff and other benefits payable to them and all other incidental charges including compensation and damages for any mishap of any kind whatsoever, shall be borne by the contractor. The contractor shall indemnify the EE,HD, CWC, Chennai for any liability which may arise on account of any accident or other reasons.

The contractor shall ensure that the drivers engaged by him to drive the vehicle fulfill and fully comply with the requirement of the Motor Vehicle Act, 1988 and other statutory provisions.

If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer will have full power to refuse the driver permission to drive the vehicle and in that event, shall make alternative arrangement at the risk and expense of the contractor. Expenditure so incurred in employing other driver for the trip will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness or otherwise, contractor will arrange another driver immediately.

In the event of any dispute or differences arising out of this contract, the same shall be referred to the sole arbitration of the EE,HD, CWC, Chennai, whose decision shall be final and binding. The contractor and his staff shall not allow any person other than employees authorized by the Engineer to travel in the vehicle(s). The contractor shall be required to obtain contract carriage permit and produce all original documents such as Registration, Road Tax and Insurance etc. to Engineer-in-charge of works for verifications. Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work. It must be ensured that

the vehicles are not emitting excessive/ harmful pollutants into the atmosphere are within the permissible limits. Vehicle shall obtain "Pollution Under Control (PUC) certificate" from the authorized agencies.

34. Additional Conditions:

It shall be the responsibility of the successful bidder to ensure that only vehicle registered as a commercial vehicle with the competent authority are sent for duty at all times. The road worthiness of the vehicle provided is to be ensured at all times by the successful bidder, including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.

The vehicles provided will be kept in neat and clean condition with good upholstery and regularly polished exterior. They should also be in perfect running condition. The successful bidder shall be required to produce the vehicle and the driver in the premises of the O/o SDE, CDSD, CWC, Karaikal.

The successful bidder will be required to furnish to the Executive Engineer, HD, CWC, Chennai certified copies of RC Book, Insurance Policy of the vehicle being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the drivers along with their permanent and present address, copies of the driving license of the drivers, on or before the date of formal signing of the contract.

It shall be the responsibility of the successful bidder to ensure that the drivers are qualified and experienced possessing valid driving licenses. The driver of the vehicle provided must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful bidder alone. The Executive Engineer, HD, CWC, Chennai will have no direct or indirect liability arising out of negligent/rash driving and any loss caused to the Executive Engineer, HD, CWC, Chennai will have to be suitably compensated for by the successful Bidder.

35. Terms of Payments:

The vehicle will be hired on calendar month basis. The rate should be quoted for **1000 kms** on a monthly basis (reckoned from the time of reporting to the time of release daily). The vehicle must be available at any time of any day as directed by the Officer-in-charge. Charges for **additional km** beyond 1000 kms should be quoted separately as provided in Schedule of quantities.

The hiring charges shall be on the basis of **zero based mileage**, starting/ending from CDSD, CWC, Karaikal or at the place where the vehicle is directed to report or is released.

A **daily record** indicating time and mileage for a vehicle on duty shall be maintained in a **log book** as per the proforma approved by the Officer-in-charge with the successful bidder. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, he shall submit the same to Administrative Officer for signature. Failure to do so would result in non payment of the hire charges for that day. The log book shall be made available for periodic inspection of the Officer-in-

charge from time to time. Cutting and over writings in the log book will not be taken into account unless countersigned by the Officer-in-charge/ his representative (Engineer-In-charge).

The payment will be made to the charges only as per contract and its liability shall be limited to this value alone, subject to provisions of clause (14) below. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the successful bidder.

The billing will be on a **monthly basis** and the bills in triplicate shall be submitted on a working day to the SDE, CDSD, CWC, Karaikal latest by the 10th of succeeding month. Photocopy of log book duly attested by the Engineer-In-Charge must be submitted along with the bill. Payment shall be made through PFMS in the beneficiary bank account.

The SDE, CDSD after scrutiny and satisfying itself will forward the bill to Executive Engineer, HD, CWC, Chennai for effecting the payment. Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the EE, HD, CWC, Chennai from every payment made under this contract.

2.5% of the gross amount of every bill will be recovered as Security deposit till the amount so deducted and EMD amounts to the Security Deposit as mentioned in NIT. Security Deposit will be refunded after one (1) month from the date of issue of completion certificate of work or after settlement of final bill whichever is later.

The final bill will be accepted only after submission of the following documents in original

- i) Completion Certificate issued by SDE, CDSD, CWC, Karaikal
- ii) Proof of Tax paid to RTO

GST will be reimbursed on hiring charges on actual basis. The successful bidder will be required to provide proof of valid GST on or before the date of signing of the contract. In addition to the above, **parking charges** and **toll**, shall also be reimbursable over and above the quoted charges provided the successful bidder attaches satisfactory proof of payment of such charges with the relevant monthly bill.

Any unutilized km for 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 bidder.

If the condition of the vehicle is not found satisfactory, or in case of a breakdown, the successful bidder shall be obliged to send a **replacement** of equivalent or better make immediately. If no replacement is provided in time, the Officer-In-Charge shall have the right to hire a vehicle from elsewhere and the cost incurred towards such hire charges will be deducted from the bill of the successful bidder in the succeeding month.

In the circumstances mentioned above, even if no vehicle is hired by the Officer-In- Charge from the market, the Officer-In-Charge shall deduct proportionate hire charges from the bill of the

successful bidder for the succeeding month. Even a part of the day will be reckoned as one full day for the purpose of this deduction.

A **penalty of Rs.500/-** per day may be levied upon the successful bidder if vehicle fails to meet the terms and conditions prescribed herein on any day and such penalty will be deducted from the bill of the successful bidder for the relevant month. This penalty would be in addition to the charges deductible for the defaults mentioned in para above.

The successful bidder will ensure that the drivers will have a **mobile phone** in working condition, for which, no separate payment will be made by the Officer-In-Charge. The successful bidder should furnish adequate number of land line/ mobile phone numbers for establishing contact round the clock.

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 bidder to the drivers after verifying their antecedents. If the driver is found wanting in any respect by the Officer-In-Charge, the successful bidder will change the driver immediately. A penalty of Rs 250/- will be imposed if failure to provide vehicle in time.

Save in exceptional circumstances or unless specifically requested by the Officer-In-Charge, once the hiring of vehicle commences, the successful bidder shall **not change the dedicated vehicle** or the driver.

The drivers shall be duty bound to carry out the instructions of the Officer-In-Charge, or officers to whom the vehicles are assigned.

The contractor shall submit an irrecoverable **performance guarantee of 5%** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and / or without prejudice to any other previous in the contract) within seven days of issue of letter of intent. This period can be further extended by the EE, HD, CWC, Chennai up to a maximum period of seven days on written request of the contractor standing the reason for delays in procuring the bank guarantee, to the satisfaction of the EE, HD, CWC, Chennai. 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 Schedule Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs. 1,00,000/-) or Government Securities or fixed deposit receipt or guarantee bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.**

The vehicle is proposed to be hired for an initial period of **twelve months** from the date of signing of the contract, unless terminated earlier under the circumstances mentioned in the contract document. There will be an option for extending the contract for a further period of six months.

The Executive Engineer, HD, CWC, Chennai has an option to **cancel the contract** by giving notice of one month in writing without any compensation to the successful bidder.

In the event of such pre-mature termination of the contract at the instance of the successful bidder, it will result in forfeiture / encashment of the Performance Guarantee.

The Officer-In-Charge shall not be responsible for the **theft of vehicle/parts/accessories** while the vehicle is on duty. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful bidder.

The successful bidder shall be required to sign the contract with the Executive Engineer, HD, CWC, Chennai **within three working days** from award of work. The supply of the vehicle shall commence from the **day following** the date on which the contract is signed. The aforesaid dates may be extended at the sole discretion of the Executive Engineer, HD, CWC, Chennai.

Any **change in the ownership of the vehicle** or change in the constitution of the concern shall be notified in writing to the EE, HD, CWC, Chennai immediately. It will be open for the EE, HD, CWC, Chennai to either continue/renew the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited / encashed.

All the above conditions will be enforced, unless written order of the Executive Engineer, HD, CWC, Chennai is obtained relaxing any specific condition.

Extra Km's, number of extra hour and number of night halts indicated in the financial bid are tentatively estimated. The payment shall be made as per actual usages at the quoted rates.

36. Escalation:

Escalation of 15% in quoted rates is applicable in this contract when the cost of fuel reaches more than 25% of fuel rate that existed during signing the contract.

37. Termination of Contract:

If any complaint received from the Officer-In-Charge, the Executive Engineer, HD, CWC, Chennai reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, HD, CWC, Chennai shall forfeit the Security Deposit. Also if the contractor fails to carry out the work satisfactorily under this contract, the Executive Engineer, HD, CWC, Chennai, may, at his discretion, get the work done by another party or parties at contractor's risk and cost, without prejudice to the government's right under terms and conditions of this contract and any extra expenditure involved in this regard, shall be recovered from contractor but the contractor shall not however be entitled to any saving on this account.

Executive Engineer, HD, CWC, Chennai reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the Executive Engineer in this regard shall be final and binding on the contractor.


06/04/2017

अधिशारी अभियंता/Executive Engineer
/ जल विज्ञान मंडल/Hydrology Division
केन्द्रीय जल आयोग/Central Water Commission
चेन्नई/Chennai

SCHEDULES

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

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

Name of the work	:	Hiring Inspection Vehicle with Driver under CDSD, CWC, Karaikal
Estimated Cost	:	Rs. 4,65,000/-
EMD @ 2%	:	Rs. 9300/-
Performance Guarantee	:	5% of contract value to successful bidder

SCHEDULE 'F'

Office Inviting Tender	:	Executive Engineer, Hydrology Division, Central Water Commission, Plot No R-81, TNHB colony, West Velachery, Chennai – 600042.
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Definitions:

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

Note: All other clauses are not applicable.

Financial Bid

S. No.	Description of Items	Qty	Rate	Unit	Amount in Rs.
1.	Monthly Rental charges of Non AC vehicle (Sumo, Bolero, Xylo, Jeep or equivalent SUV model) for office use, running distance up to 1000 km per month including vehicle rent, fuel, driver salary, lubricant, service charges, maintenance of vehicle			Per month	
	GST @% of item 1				
	Total				
2.	Night halt charges for the vehicle with driver in a month			Per halt	
3.	Extra hours of duty beyond 8 hours in a day			Per Hour	
4.	Extra mileage beyond 1000 km			Per Km	

NOTE: 1) Filling up of the rate by the agency for the items (a) to (e) in the Price schedule is Mandatory/Compulsory. **If any item left blank, the bid shall be treated as unresponsive and will not be considered. Items 2,3,4 are indicative and will be paid on actual basis.**

We agree to carry out the work “**Hiring of Vehicle with driver for CDSD, CWC, Karaikal for a period of one year**” as per **NIT No.2/HD/HQS/2019/** dated **06/04/19** for a total contract price of Rs..... Amount in figures)

(Rupees.....)

(in words)

Date:

Signature of Agency

Authorized Signatory

AGREEMENT FORM

This Contract made on the day of2019 between the President of India acting through Executive Engineer, Central Water Commission under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India, Hydrology Division, "Neervalam" R-81, TNHB Colony, Near BSNL Telephone Exchange, West Velachery, Chennai – 600042 (hereinafter called "the Employer") and M/s.(hereinafter called "the Contractor").

WHEREAS the Employer is desirous that the Contractor executes the work of "Hiring Inspection vehicle with driver under CDSD, CWC, Karaikal" in response to Tender No.2/HD/HQS/NIT/2019/ dated 06/04/2019 and the Employer has accepted the BID by the Contractor **at a contract price of Rs.....**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, 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 respect with the specifications and instructions in writing and in respect of accordance with, such conditions so far as applicable.

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

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

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

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for Hiring Inspection vehicle with driver under CDSD, CWC, Karaikal in conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor for Hiring Inspection vehicle with driver under CDSD, CWC, Karaikal, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

अधिकासी अभियंता/Executive Engineer

Signature of Contractor

For & on behalf of the President of India

Witness:

Witness:

Location of sites under Cauvery Delta Sub Division, Central Water Commission,

Karaikal

S. No	Name	Address
1.	Site - Peralam	Peralam (Post), Nannilam (Taluk), Tiruvarur (District), Tamil Nadu – 609 403.
2.	Site - Porakudi	Polagam (Village & Post), Nagapattinam (Taluk & District), Tamil Nadu Pin : 609 702.
3.	Site - Thengudi	Mudikondan (Post), Nannilam (Taluk), Tiruvaroor (District), Tamil Nadu Pin : 609 502.
4.	Site - Nallathur	Nedungadu (Post), Karaikal (Taluk & District), U.T. of Puducherry – 639 603.
5.	Site - Menangudi	Menangudi (Post), Nannilam (Taluk), Tiruvaroor (District), Tamil Nadu Pin : 609 608.
6.	Site - Gopurajapuram	Vellaithidal, Tittacherry (Village & Post), Nagapattinam (Taluk & District), Tamil Nadu Pin : 609 703.
7.	Site - Annavasal	Annavasal (Village), Nedungadu (Post), Karaikal (Taluk & District), U.T. of Puducherry – 639 603.
8.	Site – V Kalathur	Veppanthattai taluk, Perambalur Dist, Tamil Nadu – 621117.
9.	Site - Venganur	Thittakudi taluk, Cuddalore District, Tamil Nadu – 606303.
10.	Site – Melkalpoondi	Thittakudi taluk, Cuddalore District, Tamil Nadu – 606303.
11.	Wellington Dam	Thittakudi, Tamil Nadu – 606106.
12.	Site – Mayamapadi	Chinnasalem taluk, Malliampadi village, Tamil Nadu – 606207.
13.	Site – Kalpadai	Chinnasalem taluk, Malliampadi village, Tamil Nadu – 606207.
14.	Gomukhi Dam	Parigam, Tamil Nadu – 606207.