

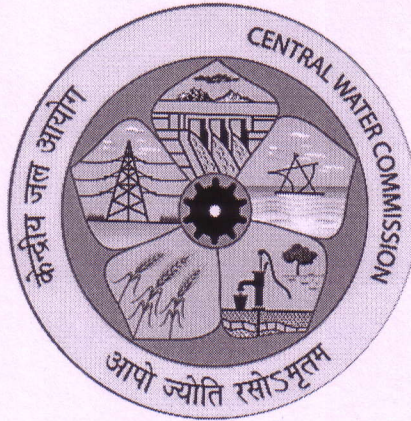


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## TENDER DOCUMENT

FOR

Hiring of One SWIFT DEZIRE/ SCORPIO/ BOLERO OR  
Such Type vehicle in the office HOC / DVRRC, CWC, Maithon.



Tender Notice No.: MD/HOC/TENDER/02

Dated: 05/03/2019

HYDROLOGICAL OBSERVATION CIRCLE,  
CENTRAL WATER COMMISSION,  
MAITHON, DHANBAD (JHARKHAND)



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NIT & OTHER TERMS AND CONDITIONS

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# CENTRAL WATER COMMISSION

OFFICE OF THE SUPERINTENDING ENGINEER

MAITHON

Phone No. 06540-274263

**SUB: Notice Inviting Tender for Hiring of One SWIFT DEZIRE/ SCORPIO/ BOLERO OR Such Type vehicle in HOC / DVRRC, CWC, Maithon.**

No. MD/HOC/TENDER/ 02

Date: 05/03/2019

Online tenders in containing Technical and Financial from experienced contractors, for hiring of One SWIFT DEZIRE/ SCORPIO/ BOLERO OR Such Type vehicle, having registration number not earlier than 03 years from the date of NIT. The vehicle will be engaged for a period of 01 (One) years from the date of engagement. The bidders must enclose the documentary evidence with the offer in support of the qualifying requirement.

The detail information regarding NIT is as follow:-

- (i) Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderers/Agencies are advised to follow the instructions provided in the 'Instructions to the Agency/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in).
- (ii) The tender Paper will be issued from the Office of the undersigned from 06/03/2019 during Office hours from 09:30 hrs to 06:00 hrs (except Saturday / Sunday & Holiday).
- (iii) Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and [www.cwc.nic.in](http://www.cwc.nic.in) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- (iv) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- (v) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
  - a. The tender form and Financial bid submitted by the tenderer online;
  - b. Tender document
  - c. Amendment to the tender document, if any
  - d. Post tender opening Correspondences both online and offline; and
  - e. Purchaser's notification of award of the contract.



## 1. SUBMISSION OF DOCUMENTS:

- (i) The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
- Signed and scanned copy of PAN and Tender Acceptance Letter.
  - Signed and scanned copy of previous two Financial Years (2016-17, 2017-18) Income-tax filed, copy of GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
  - Any other document in support of the Bid.
  - Before opening of tender, the Agency/Tenderer are required to furnish following at the office.
    - Cost of the tender amounting to Rs. 500/- (Rupees Five Hundred) only and is non-refundable.
    - EMD of Rs. 9800/- (Rupees Nine Thousand Eight Hundred) only
    - Pass-phrase for opening of bids. Passphrase shall be supplied in one sealed envelope shall be marked as "pass- phrases for Tender for Hiring of vehicle in the office HOC / DVRRC, CWC, Maithon."

## DESCRIPTION OF WORK:

Sl No.	Description of Works	Last Date for Online Submission of e-Tender	Date of Opening of e-Tender	Cost of Tender Paper (Rs.)
1.	Hiring of 01(One) SWIFT DEZIRE/ SCORPIO/ BOLERO OR Such Type vehicle in HOC / DVRRC, CWC, Maithon	21.03.2019 at 12:00 hours.	22.03.2019 at 15.30 hours.	500/-

The bidders must enclosed the following Qualifying Requirement, failing which the offer will not be consider.

## QUALIFYING REQUIREMENT OF BIDDERS:

- The Bidders must have experience of deployment of a vehicle on hired basis in PSU/Govt./Reputed Private Organization/Reputed Tourism Organization on yearly contract basis at least for two (2) years during the last 7 (Seven).years from the date of NIT.
- The Average Annual turnover of the bidder during last three financial year ending 31<sup>st</sup> March, 2019 should be at least 3 lakh. TDS issued by the concerned accounts will also be considered to assess average annual turn over.
- Experience of having successfully completed similar works during last 3 years.
- The proposed vehicle should be registered within 03 years from the date of NIT.



- (v) The bidder must have valid relevant statutory documents like Vehicle Ownership, Commercial Registration Certificate, Road Tax Token, Fitness Certificate, Pollution Certificate, GST, RC as Cab Operator etc.

**THE BIDDERS BEFORE SUBMISSION OF BIDS MAY ALSO NOTE THE FOLLOWING.**

1. The contractors shall have to comply with the statutory provisions applicable in respect of providing vehicle on hiring basis.
2. All taxes, duties, insurance premium applicable as per law or to be levied in future during the contractual period in respect of vehicles shall have to be borne by the contractor. The contractor is required to furnish up-to-date documents of such payment along with tender.
3. The acceptance of Tenders will rest with the Superintending Engineer CWC, Maithon who does not bind himself to accept the lowest or any other Tender and reserves the right to reject in part or in full any or all the Tenders received without assigning any reason thereof.
4. The successful bidder will have to furnish a Performance Bank Guarantee(PBG)/Security Deposit in format within 30(thirty) days of issuance of LOI/Work Order for a sum equivalent to 5% of the ordered value for successful execution of the contract before commencement of the yearly contract. PBG/BG may be suitably extended in the event of extension of contract. However, for contract value up to 05(five) lakh, advance Bank Draft/Bank Guarantee, deduction of equivalent amount against running bills may also be accepted. Security Deposit so collected, to be released to the firm immediately on completion of the contract.
5. Monthly payment will be made to the party after statutory deduction and satisfactory performance. Refund of EMD to the successful bidders will be made as per CPWD manual.
6. Tender Documents shall be issued only to those intending parties who prima-facie meet the specified Qualifying Requirements after scrutiny of Credentials and other document submitted by them. However, issuance of Tender Document shall not automatically construe qualification of the firm for award of contract.
7. If the tenderer withdraws his tender before its acceptances or refusal within a reasonable time without giving any satisfactory and acceptable explanation thereof, the tenderer shall be disqualified for making any tender/Quotation to the department for a minimum period of 01(one) year.
8. In case of tenderer who refuses to carry out the works after acceptance of their tenders without any satisfactory reasons thereof, they shall be disqualified for submission of Tender/Quotation in future for a minimum period of 02(two) years.
9. Failure on the part of the tenderer to carry out or complete the work after acceptance of the LOI/Work Order shall render them liable for forfeiture of the Earnest Money. In addition, such tenderers shall be liable for disqualification for submission of tender in future for at least two years.
10. Cost of Tender documents (non-refundable) which is Rs. 500/- (Rupees Five Hundred Only) shall be paid in Demand Draft in favor of Executive Engineer, Damodar Division CWC, Asansol payable at Asansol in between 11.00 hours to 15.00 hours on all working days.
11. Earnest money shall be paid in any of the following form:



- a. Pay order or Demand Draft drawn on SBI issued in favour of Executive Engineer, Damodar Division CWC, Asansol payable at Asansol.

Earnest Money of un-successful bidder shall be returned within 15 days after finalization of tender and no interest will be paid for the same.

12. The offer should have validity of 90(ninety) days from the date opening of Technical and financial bid.
13. The Contractor shall not be allowed to transfer the contract to any other person/Company/Firm without obtaining written consent of Awarding Authority.
14. Bidders/Contractors shall submit all relevant documents like Affidavit of Proprietorship/Partnership Deed, PAN Card, permits to ply in Jharkhand/West Bengal/Bihar, Registration certificate with comprehensive insurance, Pollution Clearance Certificate and Driving License of Driver. The contractor shall comply with all relevant rules and regulations of Motor Vehicle Act etc. All documents should be self attested and the bidder must enclose the above documents along with their offer.
15. The contractors have to follow Govt. EPF & Minimum Pay rules in force for drivers engaged by them and deposit the EPF amount as per rule.

**N.B:**

- (a) Initial Period of contract will be 1 (One) years, subject to issue of authorization letter for vehicle. However contract may be extended on yearly basis limited to total contract period of 3 (Three) years after satisfactory completion of original contract at the sole discretion of CWC.
- (b) The online bids will be opened after 15:30 hours on 22.03.2019.

**TERMS & CONDITIONS OF HIRED VEHICLE SERVICES**

01. The Contractor shall place vehicle along with Driver of the vehicle at the Office of the Superintending Engineer, CWC, Maithon or his authorized representatives for deployment of vehicle with driver according to the requirements as mentioned in the scope of work in respective vehicle.
02. (a) The vehicle shall have a minimum seating capacity 04 (Four) of the vehicle with first registration as new vehicle not earlier than **03(Three) years from the date of NIT**, having cushioned seats and back rests, interior upholstery and decoration should be good. Vehicle should be in very good running and roadworthy condition, all safety measures and arrangements e.g. WIPER, Window Railings, Door Locks, Grips, windowpanes etc should be in perfect condition.  
  
(b) The vehicle should be equipped with a spare wheel, set of Tools, First Aid Box and other necessary requisites. The vehicle should be mechanically perfect in respect of Brake System, steering system, Suspension System, Tyres, Horn, Headlight and Indicator etc. The vehicle provided by the contractor should comply with all the legal formalities in respect of State Motor Vehicle Act and State Govt./Central Govt. Pollution Norms and other Acts/Regulations implemented from time to time.
03. Driver engaged must possess valid Public Service Driving License for Public service/commercial vehicles. Driver wherever required should be well trained to meet the emergency situation, e.g. breakdown, accident and other eventualities.



04. The vehicle should be as specified in description of latest equivalent models, registered not earlier 03(Three) years from the date of NIT. The department may inspect the Vehicle provided by the contractor.

The vehicle shall be kept in running condition at all times and contractor at his own cost will arrange procurement of fuel, lubricants, spares etc. Routine maintenance, repairs, frequent check-up, servicing, overhauling payment of wages to drivers & cleaner, etc will be the contractor's liability.

05. In case of major breakdown or withdrawal of vehicle from service by the contractor or any reason whatsoever, the contractor shall immediately provide a suitable substitute duly approved by the office. Withdrawal of vehicle by the contractor shall be done with prior approval of the office only against the replacement by a suitable substitute.

**For servicing of vehicle, a free time to maximum twenty-four hours will be allowed once in every complete month during daytime.** The choice of such period for servicing shall be that of the office against sufficient notice by the contractor. The contractor shall have to produce necessary documentary evidence in support of servicing done, failing which the same will be treated as unauthorized and penalty as deemed fit to be imposed. For obtaining fitness certificate from statutory registering authority, the vehicle shall be released for one complete day for every three months without levying and penalty provided a suitable substitute vehicle is arranged but mileage covered to and fro for fitness check purpose shall not be taken into account for payment. Documentary evidence of such certificate obtained shall be furnished, otherwise it will be treated as unauthorized absence.

The odometer of the vehicle shall be perfectly in order and in case of any defect; the same shall be immediately repaired/rectified at the contractor's cost. For the period the odometer is not in order and K.M. Run is not recorded in the Log Book payment shall not be made.

06. The Contractor shall bear all charges for running the vehicle and all remuneration and facilities of Operators/Supervisory Staff etc. involved with the vehicle services.
07. Employment of Driver/Supervisory Staff in connection with the services of vehicle is entirely the responsibilities of the Contractor and the department is in no way related/responsible for their employment/employability of any other claim thereof.
08. The vehicle will carry the Officers at O/o Superintending Engineer, CWC, Maithon and also other incidental trips, essential administrative work as per direction of CWC Authority.
09. The Contractor of Vehicle will be responsible for safe traveling of the concerned personnel. Safety, Punctuality, and their conform are the essence of contract.
10. Reporting point of the vehicle will be at O/o Superintending Engineer, CWC, Maithon or as per direction of the Superintending Engineer, CWC, Maithon or his authorized representatives.
11. The vehicle will be authorized for different journeys as per Direction, Time & Route Chart issued by Superintending Engineer, CWC, Maithon or his authorized representative and as such, the Driver of vehicle will have to perform duties as per itinerary instruction of Superintending Engineer, CWC, Maithon / authorized representative. The time & route chart strictly be adhered to. Vehicle may require for 22 to 25 days in a month.



12. Starting point for the purpose of calculation of run of the vehicle in Kilometer for the payment of Running Charges will be from the reporting point as per direction of Superintending Engineer, CWC, Maithon or his authorized representative.
13. The contractor shall pay the parking charges/toll taxes wherever required and the same will be reimbursed against proof of documentary evidence.
14. No charges will be paid to the Contractor for non-engagement days or run of vehicle not scheduled/directed by Superintending Engineer, CWC, Maithon or his authorized representatives.
15. No escalation/reduction in KM run Rates will be admitted/recovered during the period of contract for Increase/decrease in the prices of HSD by Govt. Oil companies (Petroleum Price Regulating Authority) during the Contract period.
16. A Log Book shall be maintained by the Contractor for every Calendar Month, to be indicated there in, the Date, Time details, Details of journey and Mileage covered at the end of each trip, duly certified by Contractor and endorsed by authorized representatives of Superintending Engineer, CWC, Maithon. Such log book shall be maintained for vehicle for odd & even calendar months. On expiry of the contract period the contractor must deposit all the Log Books maintained throughout the contract period to the O/o Superintending Engineer, CWC, Maithon or his authorized representatives.
17. CWC shall have no responsibility for any damage to the vehicle by destruction or otherwise for any reason whatsoever and shall have no liabilities to pay any compensation to any person including Driver and Cleaner of the vehicle being involved in any accident or destructive activities. The contractor shall take full responsibilities on all such legal matters as per Rules. The insurance of the vehicle should be the comprehensive one and shall cover the liability in respect of passengers also.
18. The department shall not be liable for payment of any charge/compensation in case where:-
  - a. Vehicle is under breakdown.
  - b. Vehicle is remaining idle due to Strike or any other reason beyond the control of any Authorities of Superintending Engineer, CWC, Maithon.
19. If in the opinion of Superintending Engineer, CWC, Maithon or his authorized representatives, the performance of the contractor is not satisfactory with respect to quality of vehicle deployed or service rendered not conforming to these Terms & conditions of the contract, the department may terminate the contract with seven (7) days notice in writing and such termination of the contract shall be final and binding upon the contractor.

The contractor may terminate the contract by giving THREE (3) months notice to the Superintending Engineer, CWC, Maithon without assigning any reason whatsoever.
20. The Contractor will have to deploy only those vehicles, which is conforming to **Terms & conditions of hired vehicle services**. In case of breakdown of the above mentioned vehicle, the contractor may engage vehicle in good condition for a short and purely on temporary basis with prior approval of Superintending Engineer, CWC, Maithon. However, the contractor should take initiative to redeploys the vehicle conforming to **Terms & conditions of hired vehicle services** within 48 hrs.
21. The vehicle should have a Board marked "**ON GOVT. OF INDIA DUTY**" in bold and prominent letters. These Boards should be placed before the windscreen of the respective vehicle.



22. In case of breakdown of the vehicle during any trip, it should be the endeavor of the Contractor or his representative to get repaired or arrange alternative vehicle as early as possible and complete the trip and the scheduled journey. Failure to comply with the above will be treated as failure to provide the vehicle trip, and penalty will be imposed.
23. (a) The Contractor should be categorically agreeable to provide the vehicle Services for another THREE (3) months (Max) beyond the contractual agreement period with the same terms & conditions of the work order placed on them and with same payment terms. KM RUN utilization will be on **pro-rata** basis. The extension of Contract period will be prerogative and discretion of the CWC authority.
- (b) SUB-LETTING: During the period of contract, the vehicle shall be exclusively be used as per the direction of the office. The hired vehicle shall not be sublet during the contract period nor any unauthorized person shall be allowed to travel by the vehicle within the contract period.
24. Any dispute arising out of the Contract will be settled at the Court of Law at Dhanbad.
25. **PENALTY:-**
- (A) A penalty of Rs. 500/- per day will be imposed on the contractor for failure to provide the vehicle on that/those day(s).
- (B) If the Contractor deploys vehicle whose quality is not as per NIT (e.g. if registration is older than 03 years from the date of NIT) for more than 3 consecutive days in a month, no hiring charges will be paid.
- During idle hours on duty, the vehicle shall be parked with driver at a location as instructed by Superintending Engineer, CWC, Maithon. If vehicle/driver is found missing at any time during duty hours, penalty at pro-rata hourly rate of deduction @ Monthly Fixed Hiring Charges.
26. No higher rate will be allowed for engagement of vehicle on Sundays and Holidays.
27. Maintenance of time route schedule for each and every trip is the essence of the contract. The time Schedule will be given to the successful contractor from Superintending Engineer, CWC, Maithon or his authorized representative on day-to-day basis for the schedule of next day. If there is any delay on the part of the contractor in providing the vehicle for any journey or the vehicle provided by the contractor is not conforming to the quality standard mentioned in **Terms & Condition** of contract or the driver are physically and mentally healthy condition to drive the vehicle, the Superintending Engineer, CWC, Maithon or his authorized representatives may cancel any trip/trips or not providing the vehicle for whole day, and penalty will be imposed as per Clause as the case may be.
28. AFTER placement of LOA/WO mentioning specific vehicle with registration number, the vehicle to be placed for operation within 10 days, failing the order (LOA/WO) will be treated as cancelled and EMD deposited will stand forfeited.



## **GENERAL TERMS & CONDITIONS**

- The Contractor shall have to execute an Agreement to observe all Terms & Conditions of Tender Documents before commencement of Contract
- The Contractor will submit Bill in triplicate with pre-receipted original to the Superintending Engineer, CWC, Maithon for certification of the bills towards the payment action. The bills must accompanied with the Log Book of the vehicle with the signature of the authorized person in each page without any cutting/erasing or overwriting in each entry of run of the vehicle as well as all relevant statutory papers required for running a commercial vehicle, duly attached by the owner.
- **Scope of work:**
  - i) The vehicle may be engaged at any time/any day if it is required by the department as the Case may be for Office use.
  - ii) The vehicle has to be provided for minimum 09:00 hours on daily basis each day.
  - iii) Minimum km run required by the vehicle per month is 1500 km.



## **Financial bid**

Monthly Hire Charges: The rates should be furnished as per following schedule for 09:00 hours daily duty.

Sl.No.	Description	Rate in Rupees
1	Monthly Charges for hiring vehicle including POL and driver for a minimum run of 1500 km per month (minimum run charges are guaranteed) including all taxes, GST etc.	
	TOTAL in figures	
	TOTAL in words	

2	Beyond minimum run of 1500 km per month: Rate in Rs.____ per km including all taxes, GST etc.	
3	Charges for running of vehicle beyond 09:00 hours in a day: (Rs. ____ /hour) including all taxes, GST etc.	
4	Out Station charge per night (Driver's allowance per night) including all taxes, GST etc.	

**Note: Monthly running charges shall not be variable in the sense that for any increase / decrease of the price in fuel, lubricant etc.**

\*\*\*\*\*END\*\*\*\*\*

*For.*