



**Government of India
Central Water Commission
Snow Hydrology Division, Shimla**

TENDER DOCUMENT

Tender for "Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla"

**Last Date for Submission of e-Tender: 19/02/2019 (up to 16:00 hrs.)
Due Date for Opening of e-Tender: 20/02/2019 (at 10:00 hrs.)**

Officer Inviting Tender:

**The Executive Engineer,
Snow Hydrology Division, CWC,
Block No. 29 SDA Complex,
Kasumpti, Shimla (H.P.) – 171009.
Phone: (0177) 2623026, Fax: (0177) 2625253
e-mail: eeshdcwc@yahoo.com**

**Cost of Tender Document: Rs. 500/-
Estimated cost: Rs. 4,99,000/-
(Rupees Four Lakh Ninety-Nine Thousand Only)**

(February 2019)

LIST OF CONTENTS		
S. No	Content	Page Number
1	List of Content	1
2	Tender in Brief	2
3	Notice Inviting Tender (Press Notice)	3
4	Notice Inviting Tender (CPWD-6)	4
5	Item Rate Tender & Contract for Works (CPWD-8)	6-7
6	Format for Acceptance	8
7	Schedules	9-10
8	Scope of Work	11
9	Information and Instructions to Tenderers/Bidders	12-22
10	Schedule of Quantities, Rates and Amount	23-25
11	Terms & conditions of Contract (Schedule-F)	26-36
12	Contract/Agreement format	37-38
13	Standard Form/ Proforma	39-41

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
SNOW HYDROLOGY DIVISION, SHIMLA**

Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only)
Start Date for sale of tender	From 07/02/2019 (10.00 hrs.)
Last Date for sale of tender	Up to 18/02/2019 (10.00 hrs.)
Seek clarification period	From 07/02/2019 (10:00 hrs.) to 14/02/2019 (16:00 hrs.)
Last date & time of submission of tender	19/02/2019, 16:00 hrs. online through TCIL website
Mode of Submission of Tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
Earnest Money Deposit to be submitted with the tender	Rs. 10,000/- (Rupees Ten Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (iv) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, Snow Hydrology Division, CWC, Shimla.
Date, time and place of opening of tender	20/02/2019, 10:00 hrs. online in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla.

This tender document : contains 41 (Forty-One) + 1 (One) pages

Issued to :

Date of Receipt of Tender Fee :

Date of Issue :

Signature of the Issuing Authority :

**Executive Engineer,
Snow Hydrology Division,
Central Water Commission,
Block No. 29 SDA Complex, Kasumpti,
Shimla (H.P.) -171009
Tel Ph: 0177-2623026, Fax: 0177-2625253
E-mail: eeshdcwc@yahoo.com**

NOTICE INVITING E-TENDER (Press Notice)

The Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla invites online e-tenders on behalf of the President of India in a single envelope comprising of both Technical Bid (eligibility criteria) and Financial Bid from the authorized/ registered service provider for the following work:

NIT No. 05/2018-19/SHD/Shimla

TCIL Reference No. CWC-2019-TN000043

1. Name of work: “Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”

Estimated Cost: Rs. 4,99,000/- (Rupees Four Lakh Ninety-Nine Thousand only).

Earnest Money: Rs. 10,000/- (Rupees Ten Thousand only).

Time of Completion: 10 (Ten) months from the date of start of the work or till 31/01/2020 whichever is earlier.

2. Eligibility criteria: 1. Contractor with a vehicle having commercial registration with RTO. 2. The Contractor must have valid PAN, GST Registration Number and latest ITCC (copy of Income Tax Return filed for assessment year 2018-19) at the time of submission of bid. 3. The contractor must have at least 01 (one) year of experience in providing similar services.

3. The tender forms and other details can be purchased from the O/o the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla (H.P.) 171009 **on payment of Rs. 500/- through BharatKosh (NTRP). While using BharatKosh Ministry will be Water Resources, purpose will be Tender Document Cost, PAO Code 01872, DDO Code 101926.** Payment can be made either using online banking or generating challan and depositing through any bank. Challan can be generated during the period of sale of tender i.e. **from 07/02/2019 (10.00 hrs.) to 18/02/2019 (Upto 16.00 hrs.).** The tender forms complete in all respects **should be submitted online by 16:00 hrs. on 19/02/2019.** Last date & Time of receipt of queries pertaining to tender document is **14/02/2019 (up to 16:00 hrs.).**

4. Tender can be freely downloaded from central procurement portal (www.eprocure.gov.in), www.cwc.nic.in and www.tcil-electronictender.com. But tender will be opened only after payment is made as per point (3) above as cost of tender.

5. The bids will be opened online on **20/02/2019 at 10:00 hrs.** in presence of the tenderers who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of Executive Engineer, Snow Hydrology Division, CWC, Block No. 29 SDA Complex, Kasumpti, Shimla-171009.

6. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in. However, in order to be able to participate in the tender **it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.**

7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL <https://www.tcil-india-electronictender.com>.

**-Sd-
Executive Engineer
Snow Hydrology Division
Central Water Commission, Shimla**

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
SNOW HYDROLOGY DIVISION, SHIMLA**

Block No. 29 SDA Complex, Kasumpti, Shimla (H.P.) 171009
Tel Ph: 0177-2623026: Fax No: 0177-2625253: email: eeshdcwc@yahoo.com

NIT No. 05/2018-19/SHD/Shimla

Dated: 06/02/2019

NOTICE INVITING TENDER (NIT)

The Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla invites online e-tenders on behalf of the President of India in a single envelope comprising of both Technical Bid (eligibility criteria) and Financial Bid from the authorized/ registered service provider for the following work:

1. Name of work: "Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla"

Estimated Cost: Rs. 4,99,000/- (Rupees Four Lakh Ninety –Nine Thousand only).

Earnest Money: Rs. 10,000/- (Rupees Ten Thousand only).

Time of Completion/Period of Contract: 10 (Ten) months from the date of start of the work or till 31/01/2020 whichever is earlier.

2. Eligibility criteria: 1. Contractor with a vehicle having commercial registration with RTO. 2. The Contractor must have valid PAN, GST Registration Number and latest ITCC (copy of Income Tax Return filed for assessment year 2018-19) at the time of submission of bid. 3. The contractor must have at least 01 (one) year of experience in providing similar services.

3. The tender forms and other details can be purchased from the O/o the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla (H.P.) 171009 **on payment of Rs. 500/- through BharatKosh (NTRP). While using BharatKosh Ministry will be Water Resources, purpose will be Tender Document Cost, PAO Code 01872, DDO Code 101926.** Payment can be made either using online banking or generating challan and depositing through any bank. Challan can be generated during the period of sale of tender i.e. **from 07/02/2019 (10.00 hrs.) to 18/02/2019 (Upto 16.00 hrs.).** The tender forms complete in all respects **should be submitted online by 16:00 hrs. on 19/02/2019.** Last date & Time of receipt of queries pertaining to tender document is **14/02/2019 (up to 16:00 hrs.).**

4. Tender can be freely downloaded from central procurement portal (www.eprocure.gov.in), www.cwc.nic.in and www.tcil-electronictender.com. But tender will be opened only after payment is made as per point (3) above as cost of tender.

5. The bids will be opened online on **20/02/2019 at 10:00 hrs.** in presence of the tenderers who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of Executive Engineer, Snow Hydrology Division, CWC, Block No. 29 SDA Complex, Kasumpti, Shimla-171009.

6. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in. However, in order to be able to participate in the tender **it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.**

7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL <https://www.tcil-india-electronictender.com>.

The competent authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All tenders, in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

-Sd-
Executive Engineer
Snow Hydrology Division
Central Water Commission, Shimla

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
SNOW HYDROLOGY DIVISION, SHIMLA**

STATE : Himachal Pradesh
CIRCLE : M&A Directorate
DIVISION : Snow Hydrology Division
ORGANISATION : Indus Basin Organization

Item Rate Tender & Contract for Works

Tender for the work of “Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”.

(i) Sale of Tender from 07/02/2019 (10.00 hrs.) to 18/02/2019 (Up to 16.00 hrs.).

(ii) To be submitted online by 16.00 hrs. on or before 19/02/2019.

(iii) To be opened online in presence of tenderer (s) who may be present at 10.00 hours on 20/02/2019 in the office of Executive Engineer, Snow Hydrology Division, Block No. 29 SDA complex Kasumpti, Shimla (H.P.) 171009.

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E, & F, Specifications applicable, 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 and agree to abide by them.

I/We hereby tender for the execution of the work (“Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla” for a period of 10(Ten) months from the date of start of the work specified for the President of India within the time specified in schedule ‘F’, viz., schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in Rule-1 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 respects in accordance with, such conditions so far as applicable.

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

A sum of Rs. 10,000/- (Rupees Ten Thousand only) is hereby submitted by way ofdatedas Earnest Money Deposit (EMD). I further state that I shall deposit an amount equal to 5% of the tendered and accepted value of work (without limit) as Performance Guarantee in the prescribed form within 05 days of issue of the letter of acceptance. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

Further, if I/we fail to commence the work as specified, I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money absolutely and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit. I agree that the department shall deduct a sum @ 5% of the gross amount of the bill from each running bill, till the sum along with the sum already deposited as Earnest Money amounts to security deposit @ 5% of the tendered amount of the work.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

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

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

(a)

(b)

(c)

For & on behalf of the President of India

Signature.....

Designation

Dated

SCHEDULES

SCHEDULE ‘A’- Schedule of quantities (Enclosed at page 23-25 of this Tender Document)

SCHEDULE ‘B’- Not applicable

SCHEDULE ‘C’- Not applicable

SCHEDULE ‘D’- Not applicable

SCHEDULE ‘E’- Not applicable

SCHEDULE ‘F’- Reference to terms and conditions of contract

Name of work: “Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”.

Estimated Cost: Rs. 4,99,000/- (Rupees Four Lakh Ninety-Nine Thousand only)

Earnest Money Deposit: Rs. 10,000/- (Rupees Ten Thousand only)

Security Deposit: 5% of the tendered and accepted value of work

Performance guarantee: 5% of the tendered and accepted value of work

General Rules & Directions:

Officer inviting tender: Executive Engineer, Snow Hydrology Division,
Central Water Commission, Block No. 29 SDA
Complex, Kasumpti, Shimla, (H.P.) 171009

Definitions:

2(v) Engineer- in Charge: Executive Engineer, Snow Hydrology Division,
Central Water Commission, Block No. 29 SDA
Complex, Kasumpti, Shimla (H.P.) 171009

2(viii) Accepting Authority: Director, M&A Directorate,
Central Water Commission, Block No. 10 SDA
Complex, Kasumpti, Shimla (H.P.) 171009

2(ix) Percentage on cost of materials and Labour to cover all overheads and profits. 15%

2(x) Department:

Central Water Commission

2(xi) Standard schedule of rate

As per Minimum Wages Act, 1948 for salary.

9(ii) Standard CPWD contract form:

CPWD form 8 as modified & corrected up to 2017

Clause 2

Authority for fixing Compensation under clause 2.

Director, M&A Dte., CWC, Shimla.

Clause 5

Time allowed for execution of work

Vehicle should be provided within 5 days from issue of letter for commencement of work.

Contract duration for hired vehicle will be 10 (Ten) months from the date of start of the work.

Authority to give fair and reasonable
Extension of time for completion of work

Director, M&A Directorate,
Central Water Commission, Block No. 10 SDA
Complex, Kasumpti, Shimla (H.P.) 171009

Clause 11

Specifications to be followed for
Execution of work.

As mentioned under the scope of work.

Clause 16

Competent authority for
Deciding reduced rates.

Not Applicable

Clause 36

Minimum qualification & experience required for Principal Technical Representative	1. Not applicable
--	-------------------

- a) For works with estimated cost put to tender more than
 - i) Rs. 10 Lakhs for civil work Not Applicable
 - ii) Rs. 5 Lakh for Elect./Mech. Works Not Applicable
- b) For works with estimated cost put to tender
 - i) More than Rs. 5 Lakh but less than Rs. 10 Lakh for Civil work. Not Applicable
 - ii) More than Rs. 1 Lakh but less than Rs. 5 Lakh for Elect./Mech. works Not Applicable
- c) Discipline to which the Principal Technical Representative should belong: Not applicable
- d) Minimum experience of works Not Applicable
- e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36 Not Applicable

SCOPE OF WORK

The o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla is involved in the observation of Hydrological/Meteorological data at various Hydrological Observation (H.O.) sites on the river Satluj in the state of Himachal Pradesh and Monitoring and Appraisal Directorate, Central Water Commission, Shimla is involved in monitoring of various irrigation projects in the state of Himachal Pradesh. Official visits to various sites of Snow Hydrology Division and Irrigation Projects to be monitored by M&A Directorate, CWC, Shimla are undertaken in connection with Govt. work. The estimated cost of the proposed work for hiring of vehicle for a period of 10 (Ten) months from the date of start of the work is Rs. 4,99,000/- (Rupees Four Lakh Ninety-Nine Thousand Only).

The work precisely is **“Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”** for a period of 10 (Ten) months from the date of start of the work for visits to various sites/irrigation projects and to other places in connection with Govt. work as directed by the Officer-in-Charge.

INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS

Introduction:

Before submitting the tenders the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the *Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla (Department)* in writing at least 05 days before the last date of submission of tender/bid. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the *Department* are understood by the contractor. **No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.**

Eligibility criteria:

1. Contractor with a vehicle having commercial registration with RTO.
2. The Contractor must have valid PAN, GST Registration Number and latest ITCC (copy of Income Tax Return filed for assessment year 2018-19 at the time of submission of bid.
3. The contractor must have at least 01 (one) year of experience in providing similar services.

Period of validity of tenders:

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

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

Earnest Money Deposit (EMD):

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (iv) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, Snow Hydrology Division, CWC, Shimla. The tenders unaccompanied by EMD shall be rejected summarily. Unsuccessful tenderer's EMD shall be returned as per rule and successful tenderer's EMD shall become part of Security Deposit and shall be discharged as per rules. The EMD shall be forfeited in the circumstances as given below:

- a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely.
- b. If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall,

without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.

- c. If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period within 05 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.
- d. If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- e. In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- f. No interest shall be paid to the Contractor on the EMD, Security Deposit or Performance Guarantee to any bidder, whether successful or unsuccessful.

A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

Opening of Tenders:

The tender shall be opened online on 20/02/2019 at 10:00 hrs. in the office of the Executive Engineer, Snow Hydrology Division, Block No. 29 SDA Complex, Kasumpti, Shimla (H.P.) -171009 in the presence of those tenderer/bidder or their authorized representative who choose to attend.

General:

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderer are expected to understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2014 and its subsequent amendments from time to time will be applicable/binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and same is prohibited and is liable to result in termination of the contract.
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderers.
- The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.

- The tenderers are advised to inspect and survey the Site and its surroundings and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, and also site conditions and satisfy themselves before submitting their bids as to the form and nature of the Site, the means of access to the Site, the accommodation they may require etc. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their bids. A tenderer shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be entertained.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and other factors bearing on the execution of the works and no extra claims due to any misunderstanding or otherwise shall be entertained.
- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character.
- Agreement shall be signed with the successful tenderer/bidder on prescribed pro-forma given in this tender document at page 37-38. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person 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 render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor is advised to follow the instruction provided in the "Instruction to the contractor/Tenderer for the e-submission of the bids online through TCIL portal. The Tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in
- Tender who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central public Procurement Portal (CPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not temper/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.
- Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, And CWC website www.cwc.gov.in and CPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
 - a. The tender form and financial bid submitted by the tenderer online;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchase's notification of award of the contract.

Submission of Tender Documents:

- i. **Technical Bid:** The following documents are to be furnished online in the Technical bid part (i.e. Eligibility criteria) by the Contractor along with bid as per the tender document:
 - a. Signed and scanned Technical Bid as per tender document.
 - b. Signed and scanned copy of valid registration certificate of vehicle.
 - c. Signed and scanned copy of experience certificates of similar works executed as per the tender notice, PAN, GST Registration Certificate of the firm.
 - d. Signed and scanned copy of ITCC (copy of Income Tax Return filed for assessment year 2018-19).
 - e. Any other document in support of the Bid.
- ii. **Financial Bid:** The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:
 - a. Signed and scanned price schedule as per tender document.
- iii. Before tender opening date bidders are required to furnish following at the office following at the office of Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla.
 - a. Cost of the tender (copy of challan)
 - b. EMD
 - c. Hard copies of documents in support of their bid.
 - d. Pass-phrase for opening of technical and financial Bids:-Passphrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for the technical & financial bids. Envelope shall clearly marked "pass-phrase for Technical and Financial bid". Bigger envelope shall be marked as "pass –phrases for tender of Hiring of Vehicle.

Schedule of Quantities, Rates and Amount:

- The rates quoted by the tenderer shall take into account the minimum wages in force as per the minimum wages Act 1948 and shall remain valid during the period of work i.e. 10 (ten) months from the date of start of the work or till 31/01/2020 whichever is earlier, and not subject to variation on any account. The rates shall be given as per the format given in schedule of rates on lump- sum basis. Rates shall not be quoted on option basis. Tenders having optional rates shall be summarily rejected. The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document. The manpower requirement shall be indented as and when required in requisite quantity.
 - a. All rates shall be quoted in Indian Rupees only.
 - b. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail
 - c. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totaling of unit rates, the unit rates shall prevail.
 - d. Rates for each item shall be furnished in the format as given in the schedule of rates (page 23-25 of this tender document). Any correction, overwriting etc. should be duly initialed.
 - e. Tendered rates are inclusive of the taxes and Levies payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the statute, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, SHD, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.

- f. The rates quoted shall be all inclusive of wages of driver, cost of diesel and lubricants, repair and servicing charges of vehicle, etc. and exclusive of GST.
- g. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorized representative of Government.
- h. Vehicle will be normally used to travel in Himachal Pradesh, However based on needs it may be sent to Punjab, Chandigarh, Haryana, Delhi, Utttar Pradesh, Utrrakhand and J&K.
- i. Vehicle shall be equipped with GPS System.
- j. The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

Contents of Tender Document:

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

- i. Notice Inviting Tender (Press Notice)
- ii. Notice Inviting Tender (CPWD-6)
- iii. Item rate tender & Contract for Works (CPWD-8)
- iv. Format for Acceptance
- v. Schedules
- vi. Scope of Work
- vii. Information and Instructions to Tenderers/Bidders
- viii. Schedule of Quantities, Technical & Financial Bid Format.
- ix. Terms & conditions of Contract
- x. Other conditions
- xi. Contract/Agreement format
- xii. Standard Form/ Proforma

Tendering Process:

i. Marking and submission of tenders:

The tender shall be submitted online only.

Online Submission: The tenders should submit both “Technical bid (Eligibility Criteria)” and “Financial Bid” online. The specifications should be same as given in this tender or higher. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

Offline Submission:

- a. The **Cost of Tender Document** (copy of challan required) should be submitted in a sealed envelope addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla and duly marked as “Cost of Tender Document” on Top and must reach office of Executive Engineer well before last date of sale of tender.
- b. The **EMD** should be submitted in a sealed envelope addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla and duly marked as “EMD” on Top and must reach office of Executive Engineer well before last date of submission of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

- c. **Signed Hard copies of documents** in support of their bid should be submitted in a sealed envelope addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla and duly marked as "Supporting Document" on Top and must reach office of Executive Engineer well before last date of submission of Tender.
- d. **Pass-phrase for opening of technical and financial Bids:-** Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes, 1st for pass-phrase for the technical bid & 2nd for pass-phrase for financial bids. Bigger envelope shall be marked as "pass –phrases for tender of Hiring of vehicle".
 - 1. 1st small Envelope shall clearly marked "pass-phrase for Technical bid" and;
 - 2. 2nd small Envelope shall clearly mark as "pass-phrase for Financial bid".

All of above envelopes should be kept in a bigsize envelope. This bigsize envelope should be addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla and duly marked as "Offline Document for Tender of Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla" on Top and must reach office of Executive Engineer well before last date of submission of Tender.

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

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

ii. Opening of Bids:

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

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

iii. Evaluation of tenders:

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

- a) The Technical Bids (eligibility criteria) will be evaluated based on the document submitted by the bidder on Registration of Firm, availability of valid PAN and GST registration, similar completed works, track record, Turn over and past experience of the firm in providing similar services to Government/Semi-Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Financial bids will be evaluated based on total cost of the work quoted by the bidders.

iv. Award of work:

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla valid up to 120 days beyond the date of expiry of the contract period. The contract period shall expire after ten months from the date of start of work or till 31/01/2020, whichever is earlier. It may be noted that Contract/Agreement shall be signed with successful bidder only after submission of Performance Guarantee. No work should be started before signing of Contract/ Agreement. The period of 10 months shall be reckoned from the date of actual start of work.

Special instructions to Bidders by TCIL for e-Tendering:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)
Register on Electronic Tendering System® (ETS)
Create Marketing Authorities (MAs), Users and assign roles on ETS
View Notice Inviting Tender (NIT) on ETS
For this tender -- Assign Tender Search Code (TSC) to a MA
Download Official Copy of Tender Documents from ETS
Clarification to Tender Documents on ETS
Query to Central Water Commission (Optional)
View response to queries posted by Central Water Commission
Bid-Submission on ETS
Attend Public Online Tender Opening Event (TOE) on ETS
– Opening of relevant Bid-Part
Post-TOE Clarification on ETS (Optional)
– Respond to Central Water Commission Post-TOE queries
Attend Public Online Tender Opening Event (TOE) on ETS
Opening of relevant part (i.e. Financial-Part)
(Only for Technical Responsive Bidders)
Participate in e-Reverse Auction on ETS
For participating in this tender online, the following instructions are to be read carefully.
These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

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

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

TCIL/ ETS Helpdesk

Telephone/ Mobile

Customer Support (0930 hrs. to 1800 hrs.
Monday to Friday except on gazetted holidays):
+91-11-26202699
(Multiple lines)
Emergency Support Mobile Numbers: +91-
9868393775, 9868393717, 9868393792
ets_support@tcil-india.com

E-mail ID

Some Bidding related Information for this Tender (Sealed Bid)

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

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this

World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION:

All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

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

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

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a

tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

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

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre.

The help information provided through 'ETS User-Guidance Centre is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
 4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
 5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
 6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.
- For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity
Microsoft Internet Explorer 6.0 or above
Digital Certificate(s)

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND RATES

PART-1 (Technical Bid)

Technical Information and undertakings

1. Name of the Tenderer/Concern: _____
2. Address (with Tel. & Mob. No.): _____
3. Address and telephone number of Garage at Shimla

4. Nature of the concern _____
(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern
(Attested photocopy of registration should be attached)
6. PAN Number of Tenderer/Concern: _____
(Attested photocopy of PAN no. should be attached)
7. GST No. of Tenderer/Concern: _____
(Attested photocopy of GST Registration Document should be attached)
8. Registration No. of Vehicle: _____
(Photocopy of registration certificate/book should be attached)
9. Demand Draft/FDR No. _____ Dated _____ issued by (bank name)
_____ Amounting to Rs. _____ as Earnest Money Deposit.
10. Whether each page of NIT and its Annexure have been signed and stamped. YES/NO
11. List of Important Organizations with address and Telephone number to whom same services have been provided during the last one year with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)
12. Address of garage at Shimla & its distance from Snow Hydrology Division, Block No. 29 SDA Complex, Kasumpti, Shimla -171009.
13. Contact Address of the firm etc. at Shimla, if any

14. Bank Account Number

Bank Branch Code

Name of bank

Branch Address

(Preferably SBI)

15. Any other important information in the opinion of the tenderer.

Dated:

(Dated Signature of Tenderer)

At:

(With stamps of the firm)

UNDERTAKING

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

Dated:

(Dated Signature of Tenderer)

At:

(With stamps of the firm)

PART-2 (Financial Bid)

With reference to the above tender, I hereby submit the rates for hiring of vehicle by the Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla.

One Diesel Model Non AC vehicle (Mahindra Bolero or equivalent) along with driver and fuel:

A) Monthly rate for running upto 2000 km: Rs.

In words: Rupees

B) Rate per km for vehicle over and above 2000 km: Rs.

In words: Rupees

C) Night halt charges for the vehicle with Driver: Rs.

In words: Rupees

D) Overtime charges for the driver: Rs. /hour

(after 19:00 hrs. to before 08:00 hrs.)

E) Applicable GST in percentage:

Bids will be Evaluated as under:-

Monthly cost of Tender: $X = A + B * 180 + C * 8 + D * 25$

Total Cost Put to Tender $T = X * 10$

Tenders will be awarded on the basis of Lowest “T” value, GST as applicable will be extra.

Date:

Signature of the Tenderer

Place:

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

(Signature of Contractor with date and Seal)

SCHEDULE "F"

TERMS & CONDITIONS OF CONTRACT

Definitions:

Work means: “Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla” from the date of start of the work.

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

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

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

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

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

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

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

Non-Responsive Tender: Any tender not meeting all the requirements mentioned in the tender document.

Officer-in-Charge is: The Executive Engineer, SHD, CWC, Shimla or any other officer designated by him.

Interpretations:

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

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

Documents which will form the part of Contract Agreement:

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

Specification of Vehicle

Requirements of one vehicle of following specification:

One Diesel Model Non AC vehicle (Mahindra Bolero or equivalent) along with driver and fuel on call basis for minimum 2000 kms per month.

The vehicle should meet following requirements:

- a) The make of the vehicle should be of the year 2015 or later and having travelled distance not more than 80,000 kms.
- b) The colour of the vehicle should be preferably white, however any colour should be accepted.
- c) The vehicle should be fitted with basic amenities like First Aid Box, Fire Extinguisher, Standard Tool Box, seat cover (white clothed) and drivers dress etc.
- d) The Vehicle should have Comprehensive Insurance coverage at the time of submission of bid by bidder and vehicle should be covered by Comprehensive Insurance up to one month beyond the date of expiration of this contract (i.e. validity of Insurance should be till thirteen months from the date of signing of contract). If Comprehensive Insurance of vehicle is going to expire during the period of contract, it will be responsibility of the tenderer to get it renewed well in time. Photocopy of Insurance Policy should be submitted along with bid.
- e) The vehicle should have valid Registration (Commercial Registration) issued by the Registering Authority preferably of Shimla. In case the vehicle is registered with Registering Authority at other place or other state, the suitability/eligibility of plying such vehicle in Shimla/Himachal Pradesh needs to be ensured by the contractor by doing required formalities, at his cost and expenses, if any.
- f) **The vehicle will play in the states of Himachal Pradesh, Chandigarh, Haryana, Punjab, Delhi, Uttarakhand, Uttar Pradesh and Jammu & Kashmir. Vehicle should be fitted with GPS System. The necessary permit and Road-tax for these states needs to be assured by the contractor. No such payment / reimbursement of such payment will be borne by the purchaser.**

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

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

Operation of Vehicle

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

The vehicle will be hired on requirement/call basis for station and outstation duties. Night charges will be paid in the case of vehicle remaining out of Shimla for whole night. **The normal duty hours at Shimla will be from 09:00 hrs. to 18:00 hrs.** Overtime charges shall be paid on hourly basis for duty hours extending beyond 19:00 hrs. for all such days when either vehicle is on duty at Shimla beyond 19:00 hrs. or has returned from outstation journey after 19:00 hrs. covering only a part of night. However, if the amount arrived at by multiplying overtime charges with overtime rate is greater than night charges for whole night then it will be restricted to night charges for one whole night.

The vehicle(s) shall be in good running conditions through-out the contract period. The duration of local duties at sites and outside trips etc. shall be as per the instructions issued by the Officer -in-charge of work.

Depending on the requirement, the vehicle can be used for additional kms and hours for which payment shall be made at the agreed rates.

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

In addition to operation of the approved vehicle in Himachal Pradesh as per time schedule, trips and routes and as directed by the Officer-in-charge of the works, the vehicles may be sent to anywhere on requirement as mentioned in point no. (f) above, for which, any tax payable shall be borne by the contractor. However toll fee and parking charges shall be reimbursed to contractor on production of valid receipt at the time of billing.

The vehicle engaged shall not be used for any other work even during off duty hours. Written permission shall be obtained from the Officer-In-charge of the works before it is sent for repairs/servicing etc. In that case, the equivalent vehicle needs to be provided to the department for the period during which vehicle has been sent for repairs/ servicing etc.

Periodic maintenance/servicing/checks shall be carried out on each vehicle once in a month with written permission of the Officer-in-Charge.

Safety and Security of the vehicle(s) provided during the entire contract period will be the responsibility of the contractor and no compensation whatsoever due to theft of vehicle/parts of vehicle, damage to vehicle of any kind due to any natural or human act shall be claimed from the department or Executive Engineer, SHD, CWC, Shimla.

The contractor shall provide fire extinguishers for fire fighting in the vehicle at his own cost.

The contractor shall ensure that the driver provided by him with the vehicle, fulfil and fully comply with the requirement of the Motor Vehicle Act, 1988 and other statutory provisions and proper dress code. He should possess a valid driving license for driving the vehicle (Mahindra Bolero or equivalent). If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer will have full power to refuse the driver permission to drive the vehicle and in that event, alternative arrangement at the risk and expense of the contractor shall be made. Expenditure so incurred in employing other driver for the trip will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness or otherwise, contractor will arrange another driver immediately.

The contractor and his staff shall not allow any person other than bonafied person authorized by the Officer-in-Charge to travel in the vehicle. If at any time during contract period any unauthorized person is seen travelling in the vehicle, the contract shall be immediately terminated and the EMD, Performance Guarantee and Security Deposit deducted till that time shall be seized. No claim on this shall be entertained from the Contractor.

The contractor shall be required to obtain contract carriage permit and produce all original documents such as Registration, Road Tax, Comprehensive Insurance Policy, PUC Certificate etc. to Officer-in-charge for verification.

No residential accommodation shall be provided to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.

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

The vehicles provided will be kept in neat and clean condition with good upholstery and regularly polished exterior. They should also be in perfect running condition. The successful tenderer shall be required to produce the vehicle and the driver in the premises of the Executive Engineer, SHD, CWC, Shimla for physical inspection before the signing of contract.

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

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

The successful tenderer will ensure that the drivers will have a **mobile phone** in working condition, for which, no separate payment will be made by the Executive Engineer, SHD, CWC, Shimla. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing round the clock contact.

The driver should be courteous, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful tenderer to the drivers after verifying their antecedents. If the driver is found wanting in any respect by the Executive Engineer, SHD, CWC, Shimla, the successful tenderer have to change the driver immediately.

In exceptional circumstances or unless specifically requested by the Executive Engineer, SHD, CWC, Shimla, once the hiring of vehicle commences, the successful **tenderer shall not change the dedicated vehicle or the driver.**

The drivers shall be duty bound to carry out the instructions of the Executive Engineer, SHD, CWC, Shimla or officer-in-charge to whom the vehicle is assigned by the Executive Engineer, SHD, CWC, and Shimla.

The vehicle is proposed to be hired for an initial period of **ten months** from the date stated in the contract, unless terminated earlier under the circumstances mentioned in the contract document.

The Executive Engineer, SHD, CWC, Shimla or the Department (CWC) **shall not be responsible for the theft of vehicle/parts/accessories** while the vehicle is on duty. The safety and security of the vehicle and accessories shall be the sole responsibility of the successful tenderer.

The successful tenderer shall be required to sign the contract with the Executive Engineer, SHD, CWC, Shimla before the vehicle is supplied for use. The supply of the vehicle shall commence from the date specified Contract/Agreement.

Any change in the ownership of the vehicle or change in the constitution of the concern shall be notified in writing to the Executive Engineer, SHD, CWC, Shimla immediately. It will be open for the Executive Engineer, SHD, CWC, Shimla to either continue/renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited/encashed.

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

PROHIBITION OF INTOXICATION WHILE ON DUTY

The driver deployed with the vehicle shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If the driver is found in drunken/intoxicated state the vehicle will not be put on work and it will be assumed that the vehicle has not been sent for duty and required penalty will be imposed as per terms and conditions of this tender document. Moreover the contract shall also be liable for termination with penalty, on which the decision of the Department shall be final.

A **daily record** indicating time and mileage for a vehicle on duty shall be maintained in a **log book** as per the proforma approved by the Officer-in-Charge with the successful tenderer. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, he shall submit the same to Officer-in-Charge for signature. Failure to do so would result in non-payment of the hire charges for that day/journey. The log book shall be made available for periodic inspection to the Officer-in-Charge. Erasures and over writings in the log book will not be taken into account unless countersigned by the authorized officer nominated by the Officer-in-Charge.

Any unutilized/balance Km out of 2000 Km of vehicle in the respective month will be carried forward to the succeeding two month and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.

If the condition of the vehicle is not found satisfactory, or in case of a breakdown, the successful tenderer shall be required to send a **replacement** of equivalent or better make vehicle immediately. If no replacement is provided in time, the Executive Engineer, SHD, CWC, SHIMLA shall have the right to hire a vehicle from elsewhere and the cost incurred towards such hire charges will be deducted from the bill of the successful tenderer in the succeeding month.

Escalation

No escalation is applicable in this contract.

Sub-Contracts

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

Contractor's responsibilities and obligations:

- a. The work shall be carried out as per the direction & satisfaction of the Officer-in-Charge. **The contractor shall take direction/instruction from Officer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Officer-in-Charge shall be borne by contractor only.**
- b. The contractor shall be solely responsible for all payments to his driver, payments under Workmen's Compensation Act or any other act of the Government as applicable during the period of the contract. The Department shall not be responsible for any payment to the staff of the contractor under any circumstances.
- c. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- d. The contractor shall pay not less than minimum wage as per the minimum wages act, 1948 as applicable in the state of Himachal Pradesh from time to time to his driver.
- e. This contract shall not be sublet. In the event of the contractor subletting this contract, he shall be considered to have thereby committed a breach of contract and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
- f. Vis-a-vis Central Government the contractors shall be primarily liable for all payments to be made and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.

Duration of contract:

The time period for carrying out the work shall be 10 (Ten) months from the date of start of the work or till 31/01/2020 whichever is earlier. The contract can be extended for three month period on quoted rate and same terms and conditions as per this Tender Document if mutually agreed by the Contractor and the Officer-in-Charge.

Losses, Liabilities and Costs:

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

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

The contractor shall solely be responsible for all acts of commission/omission of it employees. The contractor shall be responsible in the event of any theft or damage to Govt. property during the tenure

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

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

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, SHD, CWC, Shimla for any liability which may arise on account of any accident or other reasons.

Force Majeure:

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

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

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

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

Contract Price:

The contract price is the negotiated total amount as per the rates quoted by the tenderer, which shall be valid during the entire contract period. The rates shall be given as per the format given in the Schedule of rates on lump-sum basis inclusive of all taxes but exclusive of GST. GST will be reimbursed to contractor on producing the proof of having paid the same to Government for above work.

Terms of Payment

The vehicle shall be hired on calendar month basis. The rate should be quoted for **2000 kms** on a monthly basis (reckoned from the time of reporting to the time of release daily). The vehicle must be available at any time of any day as directed by the Officer-in-Charge.

The payment shall be made on monthly basis. Contractor should obtain the duly verified copy of logbook of vehicle, for the previous month from the in-charge of log book and submit the Running Bills to this office for payment. No deviation in the terms of payment mentioned in the tender is permissible. **For first and last month of the contract, it may be possible that vehicle is not used for whole of the month but only part of it. The payment for such months shall be made on proportionate basis based on actual km run of vehicle in such months. For example if monthly rate for 2000 km is quoted as Rs. A and if vehicle runs for say 1750 km in such months then a payment of Rs. A x 1750 / 2000 will be made.** Payment for night charges and overtime charges for the driver will however be made as per actual. If a tenderer does not explicitly agree with the terms of payment, the tender shall be rejected for non-responsiveness. In the case of partnership firms, receipt for payments made to a firm must also be signed by each partner, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by a person having the authority to give effectual receipts for the firm.

Charges for **additional km** beyond 2000 kms per month, should be quoted separately and will be paid as per actual. First the balance kms of previous months will be adjusted and then additional kms will be accounted for.

The hiring charges shall be on the basis of **zero based mileage**, starting/ending from Snow Hydrology Division, Block No. 29 SDA Complex, Kasumpti, Shimla or at the place where the vehicle is directed to report or is release.

The payment will be made as per contract and its liability shall be limited to this value alone. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the contractor. Any increase in road tax, passenger tax, SRT, TP, route permit for plying these vehicles during the contract period, the difference will not be reimbursable.

The billing will be on monthly basis (calendar month) and the bills in triplicate shall be submitted on a working day to this office latest by 07th of succeeding month. Photocopy of log book duly verified by In-Charge of the log book and countersigned by Officer-in-Charge must be submitted along with the bill.

Deduction of Tax at Source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, SHD, CWC, SHIMLA from every payment made under this contract.

GST shall be reimbursed on hiring charges on actual basis on production of proof of payment of GST to the Government by the contractor. The successful tenderer will be required to provide proof of valid GST Registration alongwith the bid. In addition to the above, **parking charges** and **toll tax**, shall also be reimbursed over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.

Withholding of Payment

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

Taxes and Duties:

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

Performance Security/Security Deposit:

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

Advances:

No advance payment will be made under this contract.

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

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

RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT

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

or his servants or agent, may be subject under the provisions of the untouchability (offences) Act-1955 shall be entitled to terminate this agreement forthwith and without any notice to the contractor, and the contractors shall not be entitled to claim any compensation or damages from the Department on account of such termination.

LIABILITY UNDER WORKMEN'S COMPANSATION ACT OR OTHERWISE

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

Termination of Contract:

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

For Department's convenience

The Officer-in-charge can terminate the contract at any time by giving a 10 day notice to the contractor. The contractor shall have no claim to any payment/compensation or otherwise whatsoever on account of any expenses made on the manpower or other resources for this work. After the termination of the contract or after the cessation of the requirement of vehicle the tenderer shall not have right to claim for continuation in any form in terms of payment and employment. ***The contract shall automatically expire on the conclusion of the contract period unless extended further with the mutual consent of the contracting agency and the undersigned on the same terms and conditions or with some additions/deletion/modifications for further specific period.***

For Contractor's Default

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

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

Termination by Contractor

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

On termination

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

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

Liquidated Damages:

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

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

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

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

CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement No. 05/2018-19/SHD/Shimla) made on the _____ day of _____, 2019 between the Executive Engineer (for and on behalf of the President of India), Snow Hydrology Division, Central Water Commission, Block No. 29 SDA Complex, Kasumpti, Shimla-09 (name or address of the Department) (hereinafter called "the First Party") and _____ (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla" (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for _____ a _____ contract _____ price _____ of Rs. _____ (Rs. _____) only.

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

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

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

(for and on behalf of the President of India)

Binding signature of Second Party signed by _____

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

In the presence of
(Witnesses)

(1)

(2)

Other Standard Forms

Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

.....
(hereinafter called the "tenderer")

has submitted their offer dated..... for
executing the work of "Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent)
along with driver and fuel required for ten months duration on contract basis for the O/o Executive
Engineer, Snow Hydrology Division, Central Water Commission, Shimla" of

.....
(hereinafter called the "tender")

against the purchaser's tender enquiry No. **05/2018-19/SHD/Shimla dated 06/02/2019**, KNOW ALL
MEN by these presents that WE.....
of having our registered
office at.....
are bound unto

(hereinafter called the "Purchaser")
in the sum of..... for
which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors
and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the
period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the
period of its validity:-

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand,
without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will
note that the amount claimed by it is due to it owing to the occurrence of one or both the two
conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 90 days after the period of tender validity and
any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 2. MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the contractor") has undertaken, in pursuance of contract no..... dated to execute the work of "Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla".

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 3: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Snow Hydrology Division,
Central Water Commission
Block No. 29, Kasumpti, Shimla.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 05/2018-19/SHD/Shimla

Name of Tender / Work: - "Hiring of one Diesel Model Non AC vehicle (Mahindra Bolero or Equivalent) along with driver and fuel required for ten months duration on contract basis for the O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla"

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as
_____ per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have 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 / entirely.

5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)