



## **Government of India Central Water Commission**

### **TENDER DOCUMENT**

Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel* required for twelve months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla.

**Due Date for Opening of Tender.....15:30 HOURS ON 23/05/2015.**

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

Estimated cost: **Rs. 6,14,700/-**  
**(Rupees Six Lakhs Fourteen Thousand Seven Hundred only)**

**(May 2015)**

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

Last date for sale of tenders	<i>Up to 16:00 Hrs of 22/05/2015</i>
Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only)
Last date, time and place of submission of tender	<i>23/05/2015, 15:00 Hrs. in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla.</i>
Earnest Money Deposit to be submitted with the tender	Rs. 12,294/- (Rupees Twelve Thousand Two Hundred Ninety Four only) in form of Demand Draft/FDR of a Scheduled Bank pledged in favour of the <i>Executive Engineer, Snow Hydrology Division, CWC, Shimla.</i>
Date, time and place of opening of tender	<i>23/05/2015, 15:30 Hrs. in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla.</i>

**This tender document contains 24 (Twenty Four) + 3 (Three) 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](mailto:eeshdcwc@yahoo.com)**

<b>List of contents</b>		
<b>S. No</b>	<b>content</b>	
1	Notice Inviting Tender (Press Notice)	1
2	Notice Inviting Tender (CPWD-6)	2
3	Item Rate Tender & Contract for Works (CPWD-8)	3-4
4	Format for Acceptance	5
5	Schedules	6-7
6	Scope of Work	8
7	Information and Instructions to Tenderers/Bidders	9-12
8	Schedule of Quantities, Rates and Amount	13-14
9	Terms & conditions of Contract	15-23
10	Contract/Agreement format	24

**NOTICE INVITING TENDERS (NIT)      (Press Notice)**

The Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla invites on behalf of President of India sealed item rate tenders from eligible contractors for the following work:

**NIT No:** 02/2015-16/SHD/Shimla

**Name of work:** “Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent)* along with driver and fuel required for twelve months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”.

**Estimated Cost:** Rs. 6,14,700/- (Rupees Six Lakh Fourteen Thousand Seven Hundred only).

**Earnest Money:** Rs. 12,294/- (Rupees Twelve Thousand Two Hundred Ninety Four only).

**Time of Completion:** 12 (Twelve) months from the date of start of the work or till 29/06/2016 whichever is earlier.

**Eligibility criteria:** 1. Contractor with a vehicle having commercial registration with RTO. 2. The Contractor must have valid PAN, Service Tax Registration Number, latest ITCC (copy of Income Tax Return filed for FY2013-14) at the time of submission of bid. 3. The contractor must have at least 01 (one) yr of experience in providing similar services.

The tender forms and other details can be obtained 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/-. The last date and time for purchasing of tender forms shall be 22/05/2015 upto 04.00 pm. Other details/information can be seen on the websites <http://www.cwc.gov.in> and [www.eprocure.gov.in](http://www.eprocure.gov.in)

Executive Engineer  
Snow Hydrology Division

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

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

**NOTICE INVITING TENDER (NIT)**

For and on behalf of President of India the Item rate tender are invited by the Executive Engineer, Snow Hydrology Division, Shimla from eligible contractors for **“Supply, operation & maintenance of one Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel required for twelve months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”** for a period of 12 (Twelve) months from the date of start of the work.

**Eligibility criteria:** 1. Contractor with a vehicle having commercial registration with RTO. 2. The Contractor must have valid PAN, Service Tax Registration Number, latest ITCC (copy of Income Tax Return filed for FY2013-14) at the time of submission of bid. 3. The contractor must have at least 01 (one) yr of experience in providing similar services. Required documents in support of eligibility criteria (1-3 as above) should be submitted alongwith the tender/bid.

1. The tender form are available for sale on payment of Rs. 500/- (non refundable) in cash or A/c payee demand draft in favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla payable at Shimla during the working hours on any working day from 15/05/2015 to 22/05/2015. Tender forms requested by post shall be dispatched by speed post/registered post on payment of an extra amount of Rs. 250/- and any kind of postal delay or misplacement due to transit through post shall be at the risk of the tenderer/bidder. The tender document can also be downloaded from the tenders section of CWC website at <http://www.cwc.gov.in> or website [www.eprocure.gov.in](http://www.eprocure.gov.in) and can be submitted alongwith non-refundable fee of Rs. 500/- in the manner mentioned above at the time of submitting the tender/bid. The estimated cost for the above work is Rs. 6,14,700/- (Rupees Six Lakh Fourteen Thousand Seven Hundred only). The tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 12,294/- (Rupees Twelve Thousand Two Hundred Ninety Four only) in form of Demand Draft/FDR of a Scheduled Bank issued in favour of **Executive Engineer, Snow Hydrology Division, CWC, Shimla**.
2. Complete tenders/bids (duly signed by tenderer/bidder) in sealed envelope with EMD in another sealed envelope, with the name of work and due date of opening written on both the envelopes put together in another sealed envelope shall be delivered in the office of the undersigned before 15:00 hours on 23/05/2015. The tender/bid shall be submitted by letter addressed to the Executive Engineer, SHD, CWC, Shimla. The tenders shall be opened on 23/05/2015 at 15:30 hours in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla in the presence of those bidders/tenderers or their authorised representatives who choose to attend.
3. Tender Document can be seen in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla between 11:00 Hrs to 16:00 Hrs on any working days during the period of sale of tenders.
4. The sites for the work are available.
5. 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.

**Executive Engineer**

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

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 **“Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent)* along with driver and fuel required for twelve months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”.**

- (i) To be submitted by 15.00 hours on or before 23/05/2015 in the O/o *Executive Engineer*, Snow Hydrology Division, Block No.29, SDA complex Kasumpti, Shimla(H.P) 171009.
- (ii) To be opened in presence of tenderer (s) who may be present at 15.30 hours on 23/05/2015 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 (“Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent)* along with driver and fuel required for four months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla” for a period of 12 (Twelve) 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. 12,294/- (Rupees Twelve Thousand Two Hundred Ninety Four only) is hereby submitted by way of .....dated ..... as 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 alongwith 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 Chairman, CWC, New Delhi 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:

Format for 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 14 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:** “Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel* required for twelve months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”.

**Earnest Money Deposit:** Rs. 12,294/- (Rupees Twelve Thousand Two Hundred Ninety Four 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: Executive Engineer, Snow Hydrology Division,  
Central Water Commission, Block No. 29, SDA  
Complex, Kasumpti, Shimla (H.P.) 171009

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

2(xi) Department: Central Water Commission  
2(xii) 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 2003

### **Clause 2**

Authority for fixing Compensation under clause 2. Director, M&A Dte., CWC, Shimla.

### **Clause 5**

Time allowed for execution of work 12 months from the date of start of the work.

Authority to give fair and reasonable Extension of time for completion of work Executive Engineer, Snow Hydrology Division,  
Central Water Commission, Block No. 29, 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. Contractor with a vehicle having commercial registration with RTO. 2. The Contractor must have valid PAN, Service Tax Registration Number, latest ITCC (copy of Income Tax Return filed for FY2013-14) at the time of submission of bid. 3. At least 01 (one) yr of experience in providing similar services.
--	--

a) For works with estimated cost put to tender more than

i) Rs. 10 Lakhs for civil work

ii) Rs. 5 Lakh for Elect./Mech. Works

Not Applicable

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:

He/She should have a vehicle having commercial registration with RTO.

d) Minimum experience of works

1 (one) year of similar work

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 12 (Twelve) months from the date of start of the work is Rs. 6, 14,700/- (Rupees Six Lakh Fourteen Thousand Seven Hundred Only).

The work precisely is **“Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent)* along with driver and fuel required for four months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla”** for a period of 12 (Twelve) 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 02 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, Service Tax Registration Number, latest ITCC (copy of Income Tax Return filed for FY2013-14) at the time of submission of bid.
3. At least 01 (one) yr of experience in providing similar service.

### **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. 12,294/- (Rupees Twelve Thousand Two Hundred Ninety Four only) in form of Demand Draft/Fixed Deposit Receipt (FDR) of a Scheduled Bank issued in favour of **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 on 23/05/2015 at 15:30 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 authorised 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 2012 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 performa given in this tender document at page 24. 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.

#### **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. 12 (Four) months from the date of start of the work, 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 schedule of quantities is compensation. 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 14 of this tender document). Any correction, overwriting etc should be duly initialed.
  - e. Tendered rates are inclusive of the taxes and Levis payable under the respective statutes. However pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax of levy is imposed by the statue, 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 Service Tax.
  - 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 authorised representative of Government.
  - h. The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46<sup>th</sup> 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.

#### **Evaluation of tenders:-**

The tenders shall be evaluated on the basis of lowest T value (as per formula given on page 14 of this Tender Document) subject to the bidder qualifying the eligibility criteria. However the department/Officer-in-Charge does not bind itself to accept the lowest or any other tender and reserves the right to reject all tenders without assigning any reason.

**Award of work:**

The successful bidder shall furnish, within 05 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 twelve months from the date of start of work. 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 12 months shall be reckoned from the date of actual start of work.

\*\*\*\*\*

**NIT No: 02/2015-16/SHD/Shimla**

**SCHEDULE OF QUANTITIES AND RATES**

**PART-1**

**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. Service Tax No. of Tenderer/Concern: \_\_\_\_\_  
(Attested photocopy of Service Tax 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 -9.
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:

At :

(Dated Signature of Tenderer)  
(With stamps of the firm)



## PART-2

With reference to the above tender, I hereby submit the rates for hiring of vehicle by the Executive Engineer, SHD, CWC, Shimla.

### **One Diesel Model Non AC vehicle (Scorpio or equivalent) along with driver and fuel:**

- A) Monthly rate for 2000 km: Rs.  
In words: Rupees
- B) Rate per km for vehicle over and above 2000 kms : 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 1900 Hrs to before 0800 Hrs)

### **Bids will be Evaluated as under:-**

**Monthly cost of Tender:  $X = A + B \times 200 + C \times 10 + D \times 20$**

**Total Cost Put to Tender  $T = X \times 12$**

**Tenders will be awarded on the basis of Lowest "T" value**

Date

Signature of the Tenderer

Place

- Notes: 1. In case, fuel rate changes, the increased/decreased cost of fuel will be reimbursed to/ recovered from the contractor for the actual KM run taking an average of 09 Km per liter fuel as defined in the escalation clause of this contract.
2. 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 Service Tax**) as applicable to all parties concerned agencies.
3. **All the above rates are exclusive of SERVICE TAX.**
4. Vehicle registered in the name of proprietor or Firm's partners only will be acceptable for deployment.

(Signature of Contractor with date and Seal)

## **TERMS & CONDITIONS OF CONTRACT**

### **Definitions:**

**Work means:** "Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent)* along with driver and fuel required for four months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla" for a period of 12 (Twelve) months from the date of start of the work.

**Central Water Commission** "CWC" means the organisation 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 (Scorpio 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 2013 or later and having travelled distance not more than 20,000 kms.
- b) The colour of the vehicle should be preferably white.
- 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 upto 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 alongwith 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 ply in the states of Himachal Pradesh, Chandigarh, Haryana, Punjab, Delhi, Uttarakhand and Jammu & Kashmir. Therefore the necessary permit and Road-tax for these states needs to be assured by the contractor.

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 hrs at Shimla will be from 09:00 hrs to 18:00 hrs. Overtime charges shall be paid on hourly basis for duty hrs 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. (e) 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, fulfill 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 (Scorpio 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, SHIMLA.

The vehicle is proposed to be hired for an initial period of **twelve 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/renege 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 except the following:

In event of increase or decrease in the existing rate of Diesel charged by Public Sector Oil Companies by more than Rs. 1/- per litre at a time, a corresponding proportionate increase or decrease will be allowed in the monthly charges as per actual running of vehicle in Km from date of effect of such increase or decrease in the rate of diesel till end of month by reckoning the mileage of Vehicle at 09 kms per litre. The base rate of diesel for above calculation will be taken as rate of diesel charged by Public Sector Oil Companies at Shimla on the date of signing of contract at Shimla. The proportionate increase or decrease in charges will be allowed only for fixed monthly charges quoted for 2000 Km running in a month and not for extra km charges, overtime charges, night stay charges etc. Extra km charges, overtime charges and night stay charges will be paid as per actual at quoted rates only during the period of 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 12 (Twelve) months from the date of start of the work. The contract can be extended for one 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 its 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 Service Tax. Service Tax 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.  $A \times 1750/2000$  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 released.

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 and the bills in triplicate shall be submitted on a working day to this office latest by 07<sup>th</sup> 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.

**Service Tax shall be reimbursed on hiring charges on actual basis on production of proof of payment of Service Tax to the Government by the contractor.** The successful tenderer will be required to provide proof of valid Service Tax 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 with hold 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 with held, 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 alongwith 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 COMPENSATION 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 of 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. CWC/SHD/2015-16/.....) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Snow Hydrology Division, SDA Complex, Block No. 29, 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 "Supply, operation & maintenance of one *Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel* required for twelve months duration on contract basis for the o/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla" for a period of 12 (Twelve) months from the date of start of the work (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs.

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 providing one *Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel* required for twelve months duration on contract basis, 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 providing one *Diesel Model Non AC vehicle (Scorpio or Equivalent) along with driver and fuel* required for four months duration on contract basis, 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)