

OFFICE COPY
1/7/2019

NIT No. 102/06/NIQ/2019-20/

Dated: 07.2019



Government of India
Central Water Commission

TENDER DOCUMENT

Hiring of one vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver and with fuel and maintenance required for nine months duration on contract basis for P&I Sub Division, CWC, Jamshedpur

Date for Sale of Tender..... From 01/07/2019 (11.00 hrs) to 14/07/2019 (Up to 16.00 hrs)

Last Date for Submitting Tender.....15/07/2019 at 16.00 hrs

Due Date for Opening of Tender.....16/07/2019 at 11.00 hrs

Officer Inviting Tender:

The Executive Engineer,
Planning & Investigation Division, CWC,
Qtr. No. 1061-64, Type V,
NH IV, NIT, Faridabad (Haryana) – 121001.
Phone: (0129) 2412576, Fax: (0129) 2411375
E-mail: pi-cwc@nic.in

Cost of Tender Document:-Rs. 500/-
Estimated cost: Rs. 3,17,000/-
(Rupees Three Lakh Seventeen Thousand only)

(June 2019)

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**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
PLANNING & INVESTIGATION DIVISION, FARIDABAD**

Date for sale of tenders	From 01/07/2019 (11.00 hrs) to 14/07/2019 (Up to 16.00 hrs)
Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only)
Last date & time of submission of tender	15/07/2019, 16:00 Hrs.
Earnest Money Deposit to be submitted with the tender	Rs. 7,000/- (Rupees Seven Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Planning & Investigation Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 7,000 (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 <i>Executive Engineer</i> , Planning & Investigation Division, CWC, Faridabad.
Date, time and place of opening of tender	16/07/2019, 11.00 Hrs. offline in the office of the <i>Executive Engineer</i> , Planning & Investigation Division, CWC, Faridabad.

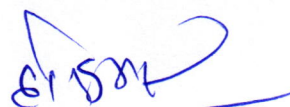
This tender document : contains 30 pages

Issued to :

Date of Receipt of Tender fee :

Date of Issue :

Signature of the Issuing Authority:



Executive Engineer
Planning & Investigation Division,
Central Water Commission,
Qtr. No. 1061-64, Type V, NH IV, NIT,
Faridabad (Haryana) -121001
Phone: (0129) 2412576, Fax: (0129) 2411375
E-mail: pi-cwc@nic.in

**GOVERNMENT OF INDIA CENTRAL WATER COMMISSION PLANNING &
INVESTIGATION DIVISION FARIDABAD**

NOTICE INVITING E-TENDERS (NIT)

The Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad invites offline tenders on behalf of President of India in single envelope comprising of both Technical (eligibility criteria) and financial bid on item rate basis from eligible contractors for the following work:

1. Name of work: "Hiring of one vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver, fuel and maintenance required for nine months duration on contract basis for the o/o Sub Divisional Engineer, P&I Sub Division, Central Water Commission, Jamshedpur".

Estimated Cost: Rs. 3,17,000/- (Rupees Three Lakh Seventeen Thousand only).

Earnest Money: Rs. 7,000/- (Rupees Seven Thousand only).

Duration of Contract: 09 (Nine) months from the date of start of the work (01/08/2019 to 30/04/2020)

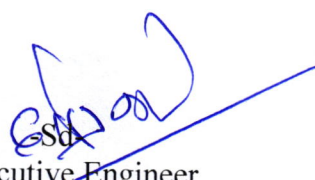
2. Eligibility criteria: 1. Contractor with a vehicle having registration with RTO. 2. The Contractor must have valid PAN, GST Registration Number, latest ITCC (copy of Income Tax Return filed for assessment year 2018-19) at the time of submission of bid. 3. The contractor must have at least 1 (one)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

3. The tender forms and other details can be purchased from the O/o the Executive Engineer, Planning Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH IV, NIT, Faridabad (Haryana) 121001 **on payment of Rs. 500/- through A/C payee demand draft (Non-Refundable)** drawn on any schedule bank in favour of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad payable at Faridabad **from 01/07/2019 (11.00 hrs) to 14/07/2019 (Up to 16.00 hrs)**. The tender forms complete in all respects **should be submitted offline to the** O/o the Executive Engineer, Planning Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH IV, NIT, Faridabad (Haryana) 121001 **by 16.00 hrs on 15/07/2019.**

4. Tender can be freely downloaded from www.cwc.nic.in. But tender will be opened only after cost of the tender document as per point (3) above received by the due date of opening.

5. The offline bids will be opened on **16/07/2019 at 11:00 Hrs** in presence of the tenderers who wish to present or their authorized representative who may choose to attend offline opening in the office of EE, P&I DIVISION, Qtr. No. 1061-64, Type V, NH IV, NIT, Faridabad-121001.

6. The NIT and tender can be downloaded from www.cwc.gov.in.


Executive Engineer
Planning & Investigation Division

**GOVERNMENT OF INDIA CENTRAL WATER COMMISSION PLANNING &
INVESTIGATION DIVISION**

Qtr. No.1061-64, Type V, NH IV, NIT, Faridabad (Haryana) 121001
Tel Ph: 0129-2412576: Fax No. 0129-2411375: email: pi-cwc@nic.in

NOTICE INVITING TENDER (NIT)

The Executive Engineer, Planning & Investigation Division, Central Water Commission, Faridabad invites offline Tenders on behalf of President of India in single envelop comprising of eligibility criteria and financial bid on item rate basis from eligible contractors for the following work:

1. Name of work: "Hiring of one vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver, fuel and maintenance required for nine months duration on contract basis for the o/o Sub Divisional Engineer, P&I Sub Division, Central Water Commission, Jamshedpur".

Estimated Cost: Rs. 3,17,000/- (Rupees Three Lakh Seventeen Thousand only).

Earnest Money: Rs. 7,000/- (Rupees Seven Thousand only).

Duration of Contract: 09 (Nine) months from the date of start of the work (01/08/2019 to 30/04/2020)

2. Eligibility criteria: 1. Contractor with a vehicle having registration with RTO. 2. The Contractor must have valid PAN, GST Registration Number, 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 1 (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, Planning Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH IV, NIT, Faridabad (Haryana) 121001 **on payment of Rs. 500/- through A/C payee demand draft (Non-Refundable)** drawn on any schedule bank in favour of the Executive Engineer, Planning & Investigation Division, CWC, Faridabad payable at Faridabad **from 01/07/2019 (11.00 hrs) to 14/07/2019 (Up to 16.00 hrs)**. The tender forms complete in all respects **should be submitted offline to the** O/o the Executive Engineer, Planning Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH IV, NIT, Faridabad (Haryana) 121001 **by 16.00 hrs on 15/07/2019**.

4. Tender can be freely downloaded from www.cwc.nic.in. But tender will be opened only after cost of the tender document as per point (3) above received by the due date of opening.

5. The offline bids will be opened on **16/07/2019 at 11:00 Hrs** in presence of the tenderers who wish to present or their authorized representative who may choose to attend offline opening in the office of EE, P&I DIVISION, Qtr. No. 1061-64, Type V, NH IV, NIT, Faridabad-121001.

6. The NIT and tender can be downloaded from www.cwc.gov.in.

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

Copy to:-
1. SE (Coord), YBO, CWC, New Delhi
2. SE, PC, CWC, Faridabad
3. Account Branch, P&I Division, CWC, Faridabad
4. SDE, P&I Sub Division, Jamshedpur for display at their notice board.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : Haryana
CIRCLE : Planning Circle
DIVISION : Planning & Investigation Division
ORGANISATION : Yamuna Basin Organization

Item Rate Tender & Contract for Works

Tender for the work of **“Hiring of one vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver, fuel and maintenance required for nine months duration on contract basis for the o/o Sub Divisional Engineer, P&I Sub Division, Central Water Commission, Jamshedpur”.**

(i) Sale of Tender from 01/07/2019 (11.00 hrs) to 14/07/2019 (Up to 16.00 hrs).

(ii) To be submitted offline by 16.00 hours on or before **15/07/2019**.

(iii) To be opened offline in presence of tenderer (s) who may be present at 11.00 hours on 16/07/2019 in the office of Executive Engineer, Planning & Investigation Division, Qtr. No. 1061-64, Type V, NH IV, NIT, Faridabad (Haryana) 121001.

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 vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver, fuel and maintenance required on contract basis for the o/o Sub Divisional Engineer, Planning & Investigation Sub Division, Central Water Commission, Jamshedpur” for a period of 09 (Nine) 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.

[Handwritten signature]

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. 7,000/- (Rupees Seven Thousand only) is hereby submitted by way ofdated 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 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, Planning & Investigation Division, CWC, Faridabad 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.....

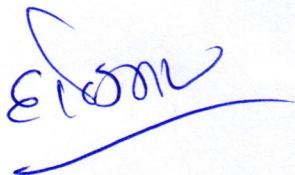
Signature of Contractor

Witness:

Postal Address

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)

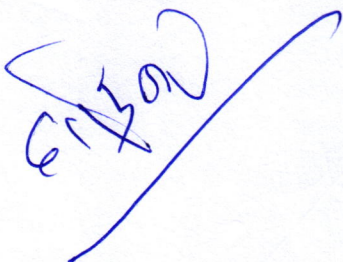
(c)

For & on behalf of the President of India

Signature.....

Designation

Dated



SCHEDULES

SCHEDULE „A”- Schedule of quantities (Enclosed at page 18-20 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 vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver, fuel and maintenance required for nine months duration on contract basis for the o/o Sub Divisional Engineer, P&I Sub Division, Central Water Commission, Jamshedpur”.

Earnest Money Deposit: Rs. 7,000/- (Rupees Seven Thousand only)

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

General Rules & Directions:

Officer inviting tender: Executive Engineer, Planning & Investigation Division,
Central Water Commission, Qtr. No. 1061-64, Type V,
NH IV, NIT, Faridabad, (Haryana) 121001

Definitions:

2(v) Engineer- in Charge: Executive Engineer, Planning & Investigation Division,
Central Water Commission, Qtr. No. 1061-64, Type V,
NH IV, NIT, Faridabad (Haryana) 121001

2(viii) Accepting Authority: Executive Engineer, Planning & Investigation Division,
Central Water Commission, Qtr. No. 1061-64, Type V,
NH IV, NIT, Faridabad (Haryana) 121001

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. CPWD
form 8 as modified & corrected up to 2018

9(ii) Standard CPWD contract form:

Clause 2

Authority for fixing
Compensation under clause 2.

Superintending Engineer, Planning Circle, CWC, Faridabad.

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 09 (nine) months
from the date of start of the work.

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

Executive Engineer, Planning & Investigation Division,
Central Water Commission, Qtr. No. 1061-64, Type V, NH
IV, NIT, Faridabad (Haryana)

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
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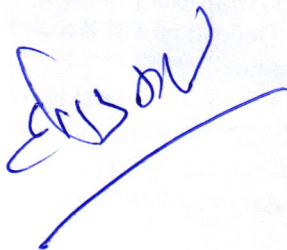
- a) For works with estimated cost put to tender more than
- i) Rs. 10 Lakhs for civil work Not Applicable
 - ii) Rs. 5 Lakh for Elect./Mech. Works Not Applicable
- b) For works with estimated cost put to tender
- i) More than Rs. 5 Lakh but less than Rs. 10 Lakh for Civil work. Not Applicable
 - ii) 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

(Signature)

SCOPE OF WORK

The o/o Sub Divisional Engineer, Planning & Investigation Sub Division, Central Water Commission, Jamshedpur is involved in Survey and Investigation and preparation of Detailed Project reports of different Irrigation Schemes in East Singhbhum, west Singhbhum and Simdega district of Jharkhand. For this purpose work of topographical survey is in progress and other works of drilling shall be started soon. For monitoring of these works need of vehicle is necessity as the sites are situated in remote locations and are far from Sub Division office. The estimated cost of the proposed work for hiring of vehicle for a period of 09 (nine) months from the date of start of the work is Rs. 3,17,000/- (Rupees Three Lakh Seventeen Thousand Only).

The work precisely is **“Hiring of one vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver, fuel and maintenance required on contract basis for the o/o Sub Divisional Engineer, Planning & Investigation Sub Division, Central Water Commission, Jamshedpur”** for a period of 09 (nine) months from the date of start of the work for visits to various sites/offices 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, Planning & Investigation Division, Central Water Commission, Faridabad (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 registration with RTO.
2. The Contractor must have valid PAN, GST Registration Number, 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 contractors 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. 7,000/- (Rupees Seven Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Planning & Investigation Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 7,000 (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, Planning & Investigation Division, CWC, Faridabad. 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, who's 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.

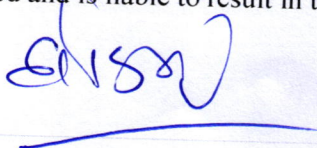
A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily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

Opening of Tenders:

The tender shall be opened offline on 16/07/2019 at 11.00 hrs in the office of the Executive Engineer, Planning & Investigation Division, Qtr. No. 1061-64, Type V, NH IV, NIT, Faridabad (Haryana) -121001 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.



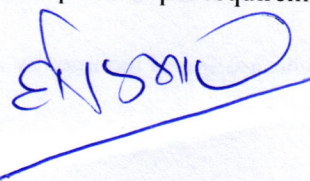
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderers.
- The valid means of communications for this tender 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, 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 pages 29-30. 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, Planning & Investigation Division, CWC, Faridabad (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 by offline mode to the office of Executive Engineer, P&I Division, CWC, Faridabad.
- 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 offline;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences offline; and
 - e. Purchases notification of award of the contract.

- **SUBMISSION OF DOCUMENTS**

- i. The following documents are to be furnished offline in the Technical bid part (i.e. Eligibility criteria) by the Contractor along with bid as per the tender document:
 - a. Signed copy of valid registration certificate of vehicle.
 - b. Signed copy of experience certificates of similar works executed as per the tender notice, PAN, GST Registration Certificate of the firm.
 - c. Signed copy of ITCC (copy of Income Tax Return filed for assessment year 2017-18).
 - d. Any other document in support of the Bid.
 - e. Signed price schedule as per tender document.
 - f. EMD
 - g. Cost of Tender Document, if tender document downloaded from web site.

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. 09 (nine) 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 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 totalling 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 18-20 of this tender document). Any correction, overwriting etc. should be duly initialled.
 - 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, P&I DIVISION, 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 fuel 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 authorised representative of Government.
 - h. Vehicle will be normally used to travel in East Singhbhum, west Singhbhum and saraikela Kharswan district of Jharkhand, However based on needs it may be sent to Ranchi, Simdega or any other place as per requirement.



- i. 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
- ii. Instructions to the Tenders
- iii. Conditions of the Contract
- iv. Schedule of requirement.
- v. Specifications and allied technical details.
- vi. Price schedule
- vii. Contract Form Other standard forms
- viii. Performance Security Forms/ Bid Security (EMD).

TENDERING PROCESS

- i. **Marking and submission of tenders:** The tender shall be submitted offline only.

The tenders should submit both “Technical bid (Eligibility Criteria)” and “Financial Bid” offline to the office of Executive Engineer, P&I Division, CWC, Faridabad. The specifications should be same as given in this tender or higher. The EMD should be in sealed envelope duly marked as “EMD” and must reach office of Executive Engineer well before last date of submission of tender. Cost of the tender, if tender document downloaded from web site shall also be submitted well before the last date and time of submission of tender. Tenders of bidder whose EMD would not reach in time will not be opened and will be archived.

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 previously 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.**

Both technical and Financial bids shall be opened offline in the office of Executive Engineer, P&I Division, CWC, Quarter No. 1061-64 Type V, NIT, NH IV, Faridabad-121001 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 for evaluation.

Evaluation of tenders:-

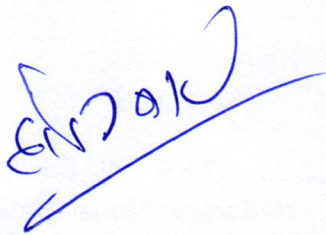
The tenders will be evaluated on the basis of specification as given the tender document and unit rate of each item and total cost.

a) The Technical Bids (eligibility criteria) will be evaluated based on the track record and past experience of the firm in providing similar services to Government/Semi-Government Agencies.

b) Financial Bids of only those bidders who are found technically acceptable (meeting the eligibility criteria) would be considered for evaluation.

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, Planning & Investigation Division, CWC, Faridabad valid up to 120 days beyond the date of expiry of the contract period. The contract period shall expire after nine 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 09 months shall be reckoned from the date of actual start of work.



SCHEDULE "A"
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 Jamshedpur

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 tender cost has been paid at the time of procurement of tender. YES/NO
If not give the DD No.dated.....amount Rs.....
11. Whether each page of NIT and its Annexure have been signed and stamped. YES/NO
12. 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)

Handwritten signature

13. Contact Address of Firm

Bank Branch Code

14. Bank Account Number

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, P&I DIVISION, CWC, Faridabad.

One vehicle (Mahindra Bolero/Tata Sumo/Innova or equivalent) with driver with fuel and maintenance in the office of Sub Divisional Engineer, P&I Sub Division, CWC, Jamshedpur:

S.No.	Name of Work	Qty.	Rate (Rs.)	Amount (Rs.)
1.	Providing one (1) no. motor vehicle(Bolero/Tata Sumo/Innova or equivalent) with driver, fuel and maintenance for the official use in P&I Sub Division, CWC, Jamshedpur upto 1500 km for 15 days in a month for a period of 09 (Nine) months, w.e.f. 01.08.2019 to 30.04.2020.	1 No. Vehicle		
	A) Daily vehicle rates with driver, fuel and maintenance.	15 days		
	B) Fuel charges per km	1500 km		
	C) Extra Hours (10 hours per month)	10 hours		
	D) Night halt (5 nights per month)	5 No.		
	Total Rs. For one month			
	GST @5%			
	Total Rs. For one month			
	Total Rs. For 09 Months			

Date

Signature of the Tenderer

Place

- Notes: 1. All the above rates are inclusive of Drivers salary, all maintenance, servicing, fuel oil lubricants, cost of spares, charges towards Road Tax/SRT/TP, Insurance and other statutory levies as applicable to all parties concerned agencies.
2. 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 vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver and with fuel and maintenance required for nine months duration on contract basis for the o/o Sub Divisional Engineer, P&I Sub Division, Central Water Commission, Jamshedpur" for a period of 09 (Nine) months 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, P&I DIVISION, CWC, Faridabad 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, P&I DIVISION, CWC, Faridabad 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 vehicle (Mahindra Bolero/Tata Sumo/Innova or equivalent) with driver and with fuel and maintenance for a period of 09 months from the date of commencement of work.

The vehicle should meet following requirements:

- a) The colour of the vehicle should be preferably white; however any colour should be accepted.
- b) 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.
- c) The vehicle should have valid Registration issued by the Registering Authority.
- d) **The vehicle will play in the states of Jharkhand. However Vehicle may be sent to other places, if required. 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 for a period of 09 months on daily basis for about 15 days in a month for station and outstation duties. **The normal duty hrs at Jamshedpur will be from 09:00 hrs to 18:00 hrs. However, Extra hours will be paid only if total running time exceeds 09 (nine) hours in a day.**

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 Jharkhand 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.

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, P&I DIVISION, CWC, FARIDABAD.



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

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 certificate, Road Tax, etc. to Officer-in-charge for verification.

It shall be responsibility of the successful tenderer to ensure that only vehicle registered 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 in the premises of the Sub Divisional Engineer, P&I Sub DIVISION, CWC, Jamshedpur 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, Permanent Account Number (PAN) of the concern to the Executive Engineer, P&I DIVISION, CWC, FARIDABAD on or before the date of formal signing of the contract.

In exceptional circumstances or unless specifically requested by the Executive Engineer, P&I DIVISION, CWC, FARIDABAD, once the hiring of vehicle commences, the successful tenderer shall **not change the dedicated vehicle**.

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

The Executive Engineer, P&I DIVISION, CWC, FARIDABAD 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, P&I DIVISION, CWC, FARIDABAD 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, P&I DIVISION, CWC, FARIDABAD immediately. It will be open for the Executive Engineer, P&I DIVISION, CWC, FARIDABAD to either continue/renew the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited/encashed.

All the above conditions will be enforced, unless written order of the Executive Engineer, P&I DIVISION, CWC, FARIDABAD is obtained relaxing any specific condition.



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.

Bill shall be payable on actual km run.

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 officer in charge shall have the right to hire a vehicle from elsewhere and the cost incurred towards such hire charges will be deducted from the bill of the successful 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 Jharkhand 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 09 (Nine) months from the date of start of the work. 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 Officer-in Charge 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, P&I DIVISION, CWC, FARIDABAD 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 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, P&I DIVISION, CWC, FARIDABAD for any liability which may arise on account of any accident or other reasons.

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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.

Terms of Payment

The vehicle shall be hired on calendar month basis. The rate should be quoted for 1500 kms for 15 days in a month (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 daily basis depending on use of vehicle. Contractor should issue daily slip mentioning initial km and get it verified from the representative of this office or official using the vehicle. Similarly on completion of daily journey, final km, no. of extra hours, night charges payable, if any shall be filled in the above mentioned slip and get it verified by the official using the vehicle. Driver will also maintain logbook for daily use of vehicle and get it signed by the official performing the journey. Monthly Running Bills may be submitted to this office for making payment. No deviation in the terms of payment mentioned in the tender is permissible. 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.

The hiring charges shall be on the basis of **zero based mileage**, starting/ending from P&I Sub Division, CWC, Jamshedpur 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 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.

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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, P&I DIVISION, CWC, FARIDABAD from every payment made under this contract.

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 Guarantee/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 be returned after completion of the contract.

Advances:

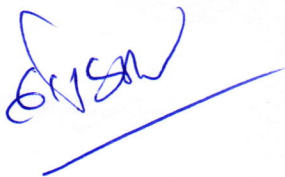
No advance payment will be made under this contract.

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. /P&I DIVISION/Faridabad) made on the _____ day of _____ 2019 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Planning & Investigation Division, Qtr. No. 1061-64, Type V, NH IV, NIT, Faridabad-121001 (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 vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver and with fuel and maintenance on contract basis for the o/o Sub Divisional Engineer, P&I Sub Division, Central Water Commission, Jamshedpur" for a period of 09 (Nine) 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 *vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver* with fuel and maintenance required for nine 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 *vehicle (Mahindra Bolero/Tata Sumo/Innova or Equivalent) with driver* and with *fuel and* maintenance required for nine 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;

6/1/2019

- 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)

OFFICE SEAL

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 _____
_____)

FIRM SEAL

In the presence of
(Witnesses)

(1)

(2)

