



**CENTRAL WATER COMMISSION,
MIDDLE GANGA DIVISION-1,
LUCKNOW**

TENDER DOCUMENT

For the work of

Supply, Operation & Maintenance of One no.
Diesel Model Non AC Bolero along with driver
Required for twelve months duration on contract basis to
Ex. Engineer, MGD-I, CWC, Lucknow.

Tender No: **NIT- 1/2011-12/MGD-1-Lko.-HQ-2/Haldwani/Vehicle/
3131-36 Dt.30-06-2011**

PRICE OF TENDER DOCUMENT: Rs. 500/- only

TENDER DOCUMENT

Tender No: NIT- 1/ 2011-12/MGD-I-Lko.-HQ-2/Haldwani/Vehicle/3131.36 Dt. 30-06-2011

for the work of

Supply, operation and maintenance of one No. Diesel Model Non AC Bolero along with driver, required for twelve months on contract basis to EE, MGD-1, CWC, LUCKNOW.

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Section – I

MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION, JALTARANG BHAWAN, PRATAPBAGH, ALIGANJ, LUCKNOW

NOTICE INVITING TENDER

Tender No: NIT- 1/ 2011-12/MGD-I-Lko.-HQ-2/Haldwani/Vehicle/3131-36 Dt. 30-06-2011

Sealed tenders are invited for and on behalf of the President of India by the EE,, MGD-1, CWC, Jaltarang Bhawan, Aliganj, Lucknow-226024 for the work prescribed below from the registered contractors who have carried out similar works in other govt. offices and PSUs.

1. Name of work:	Supply, operation and maintenance of one Nos. Diesel Model Non AC Bolero along with driver for twelve months duration on contract basis to EE,MIDDLE GANGA DIVISION-1, CWC,LUCKNOW .
2. Estimated Cost:	Rs 3, 60,000/- (Rupees Three Lacs Sixty Thousand Only)
3. Earnest Money:	Rs 7,200/- (Rupees Seven Thousand Two Hundred Only)
4. Security Deposit:	5 % of contract value of the work
4. Performance Guarantee:	5% of tendered and accepted value of work
5. Contract Period:	Twelve months
6. Cost of Tender Document:	Rs 500/-

Applications for issue of forms shall be received by 09-07-2011 (1600 hrs.) and tender document shall be issued by 11-07-2011(1600 hrs.)

While applying for the tender documents, the tenderer shall have to furnish:

1. An affidavit as under :-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in- Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

2. Permanent Account Number should be quoted in the application.

The tender in double sealed cover accompanied with Earnest Money must be submitted not later than 1500 Hrs on 14-07-2011 into specified tender box placed at the office of EE,MGD-1, CWC,LUCKNOW. The tenders will be opened on the same day at 1530 Hrs in the presence of the tenderers or their authorized representatives, if any.

3. Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude

Blank tender document can also be downloaded from our website www.cwc.nic.in in this case, the tenders should be accompanied with the documents:

- a) The cost of blank tender document in the form of Bank draft of Rs 500/- in the name of EE,MGD-1, CWC,LUCKNOW payable at State Bank of India, Chowk Branch, Lucknow
- b) application having quoted rates by downloading from website along with the proof of work experience, PAN and Affidavit as mentioned above.

THE EXECUTIVE ENGINEER, MGD-I,CWC,LUCKNOW RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE WORKS TO DIFFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

EE, MGD-I, CWC,LUCKNOW

Copy for information / insertion in CWC web site / display on Notice board to :-

- 1) The Director, SMD, Central Water Commission, 628 Sewa Bhawan, RK Puram, New Delhi-110066.
- 2) The Superintending Engineer, H.O. Circle, CWC, Varanasi.
- 3) The Executive Engineer, MGD-II, CWC, Lucknow.
- 4) The Executive Engineer, LCD, CPWD, Lucknow
- 5) The Accounts Branch, MGD-1,CWC, Lucknow
- 6) Notice Board. UGBO, CWC, Indira Nagar, Lucknow.

Executive Engineer
MGD-1, CWC, Lucknow.

MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION, LUCKNOW
NOTICE INVITING TENDER

Tender No: NIT- 1/ 2011-12/MGD-I-Lko.- HQ-2/Haldwani/Vehicle/3131-36 Dt. 30-06-2011

1. Sealed Tenders are invited on behalf of the President of India by the EE, MGD-1, CWC, LUCKNOW from Contractors holding Permanent Account Number and Service Tax Number for **“Supply, operation & maintenance of one No. Diesel Model Non AC Bolero along with driver for twelve month’s duration on contract basis”**. The work is estimated to cost Rs 3,60,000/-. This estimate however, is given merely as a rough guide.
2. Completion time shall be twelve months or as decided by the Ex. Engineer, MGD – I, CWC, Lucknow.
3. Executive Engineer, MGD-I, CWC, LUCKNOW shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
4. Application for issue of blank tender documents shall be submitted to the EE, MGD-1, CWC, LUCKNOW along with Permanent Account Number(PAN), Service Tax Number and Income Tax clearance certificate. Blank tender document shall be issued after approval of the Executive Engineer, MGD-1, CWC, Lucknow. Blank tender document can also be downloaded from our website www.cwc.nic.in. In this case, the bids should be accompanied with the following documents:
 - a) The cost of blank tender document in the form of Bank draft of Rs 500/- in the name of EE, MGD-1, CWC, LUCKNOW payable at State Bank of India, Chowk Branch, Lucknow
 - b) Application having quoted rates by downloading from website along with the proof of work experience, PAN, Service Tax No., latest ITCC/ proof of tax paid.For any clarifications, the tenderers may contact to the:
- EE, MGD-1, CWC, LUCKNOW , Phone No: 0522-2325028, 2322181.
4. Tender document will be issued during the period from 30-06-2011 to 11-07-2011 between 1100 Hrs to 1630 Hrs on every working day.
5. The tender shall be submitted in the original tender document.
6. The tenderers are advised to inspect and survey the Site and its surroundings and satisfy themselves before submitting their tenders 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 tenders. 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 allowed.
8. 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.
9. The tenderer should quote his rates in figures as well as in words.
10. Tenders shall be submitted by the tenderer(s) into specified tender box at the office of EE, MGD-1, CWC, Jaltarang Bhawan, Pratapbagh, Aliganj, Lucknow upto 1500 Hrs on 14-07-2011. The tenders will be opened at 1530 Hrs on the same day in the presence of those tenderers who may be present (in case that day becomes a non-working day tenders shall be submitted/ opened on next working day).
11. The tender shall be accompanied by Earnest Money of Rs 7,200/- (Rupees Seven Thousand Two Hundred only).
The earnest money may be paid in any one of the following forms:
 - a) In cash
 - b) Demand Draft of any Scheduled Bank drawn in favour of the EE, MGD-1, CWC, Lucknow payable at **State Bank of India, Chowk Branch, Lucknow.**
12. Earnest money of successful tenderer will be treated as part of security deposit.

13. The tenderer shall submit the tender which satisfies each and every condition laid down in the tender documents, failing which, the tender is liable to be rejected.
- 14 (A). The Executive Engineer, MGD-I, CWC, LUCKNOW do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
(B). The Executive Engineer, MGD-I, CWC, LUCKNOW reserve to them selves' right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates.
15. This Notice Inviting Tender shall form part of the Contract document.
16. The tenders submitted shall remain valid for acceptance for a period of 240 days from the date set for opening of the tender. The tenderer shall not be entitled during the said period of validity to revoke or cancel his tender or vary the tender given or any item thereof. In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof, the earnest money paid by the tenderer along with the tender shall be forfeited by EE, MGD-1, CWC, Lucknow.

EE, MGD-1,CWC,LUCKNOW
For and on behalf of The President of India

Issued to : _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

EE, MGD-1,CWC,LUCKNOW
For and on behalf of The President of India

SECTION-II

(A) : ITEM RATE TENDER FOR WORKS

I/we hereby tender for the execution of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects within the specifications and instruction in writing referred to in rule-1 here of and in clause-II of the General conditions of the Contract in all respects in accordance with, such conditions so far as applicable.

MEMORANDUM

1. Name of work :	Supply, operation and maintenance of one Nos. Diesel Model Non AC Bolero along with driver for twelve months duration on contract basis to EE,MIDDLE GANGA DIVISION-1, CWC,LUCKNOW .
2. Estimated Cost :	Rs 3,60,000/- (Rupees Three Lacs Sixty Thousand Only)
3. Earnest Money :	Rs 7,200/- (Rupees Seven Thousand Two Hundred Only)
4. Security Deposit:	5% of contract value of the work
5. Performance Guarantee :	5% of tendered and accepted value of work
6. Contract Period :	Twelve months
7. Cost of Tender Document :	Rs 500/-

Should this tender be accepted in whole or in part, I/We hereby agree:

i) To abide by and fulfill all the terms and provisions of the said conditions annexed here to and all the terms & provisions contained, in Notice Inviting Tenders so far as applicable, and/or in default thereof to forfeit and pay Executive Engineer, MGD-1,CWC,Lucknow the sum of Rs 7,200/- (Rupees Seven Thousand Two Hundred Only) is hereby forwarded, in Cash/ Demand Draft of Scheduled Bank drawn in favour of the EE,MGD-1,CWC,Lucknow payable at **State Bank of India, Chowk Branch, Lucknow** as Earnest Money.

If, I/We fail to commence the work on the date specified in the schedule, I/We agree that the EE, MGD-1, CWC, Lucknow shall, without prejudice to any other right and remedy, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely otherwise the said Earnest Money shall be retained by EE,MGD-1,CWC,Lucknow towards security deposit, mentioned against (3) of the above mentioned memorandum.

ii) To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to orders, at the rates quoted in the tender document.

Dated the _____ day of _____ 2011

* _____
(Signature of the witness)

Name of witness _____

Address _____

** _____
(Signature of the Tenderer with seal)

The above tender is hereby accepted by me on behalf of the President of India

Dated the _____ day of _____ 2011

*** _____
(Signature with seal of the EE,MGD-1,CWC,Lucknow)

* Signature of witness to contractor's signature.

** Signature of contractor before submission of tender.

*** Signature of the Officer by whom accepted.

SECTION – III

GENERAL INFORMATIONS AND INSTRUCTIONS TO THE CONTRACTOR

3.0 GENERAL :

These special conditions supplement the General Conditions of Contract and shall be considered as part of the contract document. Where these special instruction are at variance with the corresponding conditions, stipulations, specification elsewhere in the tender document these special instructions shall prevail.

3.1 LOCATION :

The proposed site of work is under Upper Sharda Sub Division, Haldwani of MGD-1, CWC,LUCKNOW

3.2 SITE CONDITIONS :

Tenderers are advised to visit the site to acquaint themselves with the site conditions, approaches, camping facilities for their work labour forces for the execution of the work. Non -familiarity with the site conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

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

3.6 SECURITY :

The contractor shall follow all security rules as may be framed by EE, MGD-1,CWC,Lucknow from time to time regarding control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-in -charge or his duly authorized representative from time to time.

3.7 PAYMENT TO WORKMEN :

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

3.7.2 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.

3.8 LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC. :

During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final. On this account contractor shall not make any claim whatsoever against EE, MGD-1, CWC, Lucknow.

3.9 SUB CONTRACTS :

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

SECTION – IV

SPECIFICATIONS

4.1 INTRODUCTION:

4.1.1 This section defines the scope of work and contractual obligations for Supply, operation and maintenance of the following vehicles, required for Station and outstation duties, for twelve months duration on contract basis to EE, MGD-1, CWC, LUCKNOW:

Diesel Model Non AC Bolero along with driver for daily 10 hrs. (08.30 hrs. to 18.30 hrs.) duty - 01 Nos.

The make of the vehicle should be of the year 2006 or later.

4.1.2 The contractor shall offer the vehicle for inspection and approval to the satisfaction of the Engineer-in-charge of the work or his authorized representative one week in advance and only those vehicle, accepted by the Engineer-In-Charge, will be deputed for the operation in the project. In case of a substitute vehicle, same also shall be offered for inspection and acceptance by the Engineer-In-Charge before put to operation.

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

4.2 OPERATION OF VEHICLES:

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

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

4.2.3 Depending on the requirement, the vehicle(s) can be used for additional KMs and hours for which payment shall be made at the agreed rates.

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

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

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

4.2.7 Periodic maintenance/ servicing/ checks shall be carried out on each vehicle once in a month for which contractor shall submit a months schedule for the approval of the Engineer-In-Charge and accordingly vehicle will be released for periodic maintenance, servicing etc. once in a month per vehicle.

4.3 INDEMNIFICATION:

4.3.1 The contractor shall indemnify the EE, MGD-1, CWC, LUCKNOW against any claims arising out of operation of this services for the EE, MGD-1, CWC, LUCKNOW . For this purpose the contractor shall comply with and ensure compliance of all the provisions of the Motor Vehicle Act, 1988 and Rules there under and the relevant labour and other laws applicable for such services.

- 4.3.2 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.
- 4.3.3 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, MGD-1, CWC, LUCKNOW for any liability which may arise on account of any accident or other reasons.
- 4.4 The contractor shall ensure that the drivers engaged by him to drive the vehicle fulfill and fully comply with the requirement of the Motor Vehicle Act, 1988 and other statutory provisions.
- 4.5 If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer will have full power to refuse the driver permission to drive the vehicle and in that event, shall make alternative arrangement at the risk and expense of the contractor. Expenditure so incurred in employing other driver for the trip, will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness or otherwise, contractor will arrange another driver immediately.
- 4.6 In the event of any dispute or differences arising out of this contract, the same shall be referred to the sole arbitration of the EE, MGD-1, CWC, LUCKNOW, whose decision shall be final and binding.
- 4.7 The contractor and his staff shall not allow any person other than employees authorized by the Engineer to travel in the vehicle(s).
- 4.8 The contractor shall be required to obtain contract carriage permit and produce all original documents such as Registration, Road Tax and Insurance etc. to Engineer-in-charge of works for verifications.
- 4.9 Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.
- 4.10 It must be ensured that the vehicles are not emitting excessive/ harmful pollutants into the atmosphere are within the permissible limits. Vehicle shall obtain "Pollution Under Control (PUC) certificate" from the authorized agencies.

EE, MGD-1, CWC, LUCKNOW
For and on behalf of The President of India

SECTION – V

TERMS AND CONDITIONS FOR HIRING OF VEHICLES

- 5.1 Requirements is for the following vehicle:
Diesel Model Non AC Bolero along with driver - 01 Nos.
- 5.2 This contract will be valid for twelve months as per condition of work order and may be extended for further period with the mutual agreement of the contractor and the department.
- 5.3 The contractor will be required to put the above stated vehicle in service tentatively from 01-08-2011 and report to the Engineer-in-Charge on the 01-08-2011.
- 5.4.1 The make of the vehicle should be of the year 2006 or later.
- 5.4.2 It shall be the 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.
- 5.4.3 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, MGD-1, CWC, Lucknow for physical inspection before the signing of contract.
- 5.5.1 The successful tenderer will be required to furnish to the Executive Engineer, MGD-1, CWC, Lucknow certified copies of RC Book, Insurance Policy of the vehicle being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the drivers along with their permanent and present address, copies of the driving license of the drivers, on or before the date of formal signing of the contract.
- 5.5.2 It shall be the responsibility of the successful tenderer to ensure that the drivers are qualified and experienced possessing valid driving licenses. The driver of the vehicle provided must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful tenderer alone. The Executive Engineer, MGD-1, CWC, Lucknow will have no direct or indirect liability arising out of negligent/rash driving and any loss caused to the Executive Engineer, MGD-1, CWC, Lucknow will have to be suitably compensated for by the successful tenderer.
- 5.6 **TERMS OF PAYMENTS:**
- 5.6.1 The vehicle will be hired on calendar month basis. The rate should be quoted for **1500 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 Executive Engineer, MGD-1, CWC, Lucknow.
- 5.6.2 Charges for **additional km** beyond 1500 kms per month should be quoted separately as provided in Annexure-2.
- 5.6.3 The hiring charges shall be on the basis of **zero based mileage**, starting/ending from UPPER SHARDA SUB DIVISION, Haldwani or at the place where the vehicle is directed to report or is released.
- 5.6.4 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 Executive Engineer, MGD-1, CWC, Lucknow 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 Administrative Officer for signature. Failure to do so would result in non-payment of the

hire charges for that day. The log book shall be made available for periodic inspection of the Executive Engineer, MGD-1, CWC, Lucknow from time to time. Erasures and over writings in the log book will not be taken into account unless countersigned by the officer nominated by the Executive Engineer, MGD-1, CWC, Lucknow.

- 5.6.5 The Executive Engineer, MGD-1, CWC, Lucknow will pay only charges as per contract and its liability shall be limited to this value alone, subject to provisions of clause (14) below. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the successful tenderer.
- 5.6.6.1 The billing will be on **Two month basis** and the bills in triplicate shall be submitted on a working day to the Executive Engineer, MGD-1, CWC, Lucknow latest by the 10th of succeeding month. Photocopy of log book duly attested by the Engineer-in-Charge must be submitted along with the bill.
- 5.6.6.2 Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, MGD-1, CWC, Lucknow from every payment made under this contract.
- 5.6.6.3 10 % of the gross amount of every bill will be recovered as Security deposit till the amount so deducted and EMD amounts to the Security Deposit as mentioned in NIT. Security Deposit will be refunded after six (6) months from the date of issue of completion certificate of work or after settlement of final bill which ever is later.
- 5.6.6.4 The final bill will be accepted **ONLY** after submission of the following supporting documents in original:
- i) Completion Certificate issued by EE, MGD-1, CWC, Lucknow
 - ii) Labour payment certificate issued Engineer in Charge.
 - iii) Proof of tax paid to RTO.
- 5.6.7 The Executive Engineer, MGD-1, CWC, Lucknow will **reimburse Service Tax** on hiring charges on actual basis. The successful tenderer will be required to provide proof of valid Service Tax registration on or before the date of signing of the contract. In addition to the above, **parking charges** and **toll**, shall also be reimbursable over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.
- 5.6.8 Any unutilized Km for vehicle in the respective month will be carried forward to the succeeding two month only, and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.
- 5.7 If the condition of the vehicle is not found satisfactory, or in case of a breakdown, the successful tenderer shall be obliged to send a **replacement** of equivalent or better make immediately. If no replacement is provided in time, the Executive Engineer, MGD-1, CWC, Lucknow 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.
- 5.8 In the circumstances mentioned above, even if no vehicle is hired by the Executive Engineer, MGD-1, CWC, Lucknow from the market, the Executive Engineer, MGD-1, CWC, Lucknow shall deduct proportionate hire charges from the bill of the successful tenderer for the succeeding month. Even a part of the day will be reckoned as one full day for the purpose of this deduction.
- 5.9 A **penalty of Rs.500/-** per day may be levied upon the Successful tenderer if vehicle fails to meet the terms and conditions prescribed herein on any day and such penalty will be deducted from the bill of the successful tenderer for the relevant month. This penalty

would be in addition to the charges deductible for the defaults mentioned in para 5.7 above.

- 5.10 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, MGD-1, CWC, Lucknow. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing contact round the clock.
- 5.11 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, MGD-1, CWC, Lucknow, the successful tenderer will change the driver immediately.
- 5.12 Save in exceptional circumstances or unless specifically requested by the Executive Engineer, MGD-1, CWC, Lucknow, once the hiring of vehicle commences, the successful tenderer shall **not change the dedicated vehicle** or the driver.
- 5.13 The drivers shall be duty bound to carry out the instructions of the Executive Engineer, MGD-1, CWC, Lucknow or officers to whom the vehicles are assigned by the Executive Engineer, MGD-1, CWC, Lucknow.
- 5.14 The contractor shall submit an irrecoverable **performance guarantee of 5%** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and / or without prejudice to any other previous in the contract) with in seven days of issue of letter of intent. This period can be further extended by the Ex. Engineer, MGD –I, CWC , Lucknow upto a maximum period of seven days on written request of the contractor stating the reason for delays in procuring the bank guarantee, to the satisfaction of the Executive Engineer, MGD – I, CWC, Lucknow. This guarantee shall be in the form of cash (**in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any Schedule Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs. 1,00,000/-) or Government Securities or fixed deposit receipt or guarantee bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.**
- 5.15 The vehicle is proposed to be hired for an initial period of **twelve months** from the date of signing of the contract, unless terminated earlier under the circumstances mentioned in the contract document. There will be an option for extending the contract for a further period of six months at the sole discretion of the Executive Engineer, MGD-1, CWC, Lucknow.
- 5.16 The Executive Engineer, MGD-1, CWC, Lucknow has an option to **cancel the contract** by giving notice of 10 days in writing without any compensation to the successful tenderer.
- 5.17 In the event of such pre-mature termination of the contract at the instance of the successful tenderer, it will result in forfeiture/encashment of the Performance Guarantee.
- 5.18 The Executive Engineer, MGD-1, CWC, Lucknow shall not be responsible for the **theft of vehicle/parts/accessories** while the vehicle is on duty. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful tenderer.
- 5.19 The successful tenderer shall be required to sign the contract with the Executive Engineer, MGD-1, CWC, Lucknow **within three working days** from opening of the bids. The supply of the vehicle shall commence from the **day following** the date on which the contract is signed. The aforesaid dates may be extended at the sole discretion of the Executive Engineer, MGD-1, CWC, Lucknow.
- 5.20 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, MGD-1, CWC, Lucknow immediately. It

will be open for the Executive Engineer, MGD-1, CWC, Lucknow to either continue/renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited / encashed.

5.21 All the above conditions will be enforced, unless written order of the Executive Engineer, MGD-1, CWC, Lucknow is obtained relaxing any specific condition.

5.22 **ESCALATION:**

No escalation is applicable in this contract except the following:

5.22.1 In the event of increase or decrease in the **existing rate of Diesel charged by Public sector oil companies** (on the date of signing of contract at Lucknow) by more than Rs.1/- per liter at a time, a corresponding increase or decrease will be allowed in the monthly charges by reckoning the mileage of a vehicle at 12 kms per liter.

(The price of fuel from retail out let at Haldwani on tender Opening date shall be taken as the base price for considering the increase in cost of fuel).

5.22.2 Any increase in-between the contract period on road tax, passenger tax, SRT, TP, route permit for plying these vehicles for EE, MGD-1, CWC, LUCKNOW, the difference will not be reimbursable.

5.23 **TERMINATION OF CONTRACT:**

5.23.1 Executive Engineer, MGD-1, CWC, Lucknow reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, MGD-1, CWC, Lucknow shall forfeit the Security Deposit. Also if the contractor fails to carry out the work satisfactorily under this contract, the Executive Engineer, MGD-1, CWC, Lucknow, may, at his discretion, get the work done by another party or parties at contractor's risk and cost, with out prejudice to the government's right under terms and conditions of this contract and any extra expenditure involved in this regard, shall be recovered from contractor but the contractor shall not however be entitled to any saving on this account.

5.23.2 Executive Engineer, MGD-1, CWC, Lucknow reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the department in this regard shall be final and binding on the contractor.

5.24 **ARBITRATION (CLAUSE 59 OF G.C.C.)**

The Sub Section V "Arbitration and laws etc." of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms & conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the **Chief Engineer, UGBO, CWC, LUCKNOW** in respect of the contracts entered for and on behalf of the **President of India**.

The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, **Chief Engineer, UGBO, CWC, LUCKNOW** as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Chief Engineer, UGBO, CWC, LUCKNOW, as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or

even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

5.26 SUB CONTRACTS :

Subletting of the whole or any party of work is not permissible.

5.27 The vehicles should be registered in the name of the contractor/ firm/ his proprietor or partner only.

5.28 The substitute vehicle, if any will be accepted after inspection of the same by Engineer-In-Charge of works or his authorized representative.

Ex. Engineer,
MGD-I, CWC
Lucknow.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called The government) having agreed under the terms and conditions of Agreement No. _____ dated _____ made between Executive Engineer, MGD-1,CWC,Lucknow and _____ [hereinafter called the said contractor(s)*] for the work **“Supply, operation & maintenance of one No. Diesel Model Non AC Bolero along with driver for twelve month’s duration on contract basis”** under Sub division Haldwani of MGD-1,CWC,Lucknow - (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ Only) as a performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (Indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertake to pay to the government on amount not exceeding Rs. _____ (Rupees _____ Only) on demand by the Government.

2. We _____ (indicate the name of the Bank) do hereby under take to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due o the change in the Constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid up to _____ Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (Indicating the name of Bank).

SECTION – VI

Tender No: NIT-1/ 2011-2012/MGD-I-Lko.- HQ-2/Haldwani/Vehicle/ 3131-36 Dt. 30-06-2011

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 Haldwani:

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 photo copy of registration should be attached)
6. PAN Number of Tenderer/Concern: _____
(Attested copy should be attached)
Service Tax No. of Tenderer/Concern: _____
7. Demand draft No. _____ Dated _____ from bank name _____
Amounting to Rs. 7,200/- as Earnest Money Deposit.
OR
In case of Earnest Money Deposit being deposited in cash the Cash receipt number _____
dated _____ issued and duly signed by the EE, MGD-1, CWC, Lucknow
8. Registration No. of Vehicle: _____
(photocopy of registration book should be attached)
9. Whether each page of NIT and its Annexure have been signed and stamped. YES/NO
10. List of Important Organizations with address and Telephone number to whom same services have been provided during the last three years 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)
11. Address of garage at Haldwani & its distance from Upper Sharda Sub-Division, Haldwani
12. Contact Address of the firm etc. at Lucknow, if any
13. Bank Account Number _____ Bank Branch Code _____
Name of bank _____ Branch Address _____
(Preferably SBI)
14. Any other information important 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 in formations and instructions and understood the parameters of the proposed work of the Executive Engineer, MGD-1, CWC, Lucknow 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)

With reference to the above tender, I hereby submit the rates for hire of vehicle by the EE, MGD-1, CWC, Lucknow.

Diesel Model Non AC Bolero along with driver

1. Monthly rate for 1500 kms : Rs.
In words: Rupees
2. Rate per km for vehicle over and above 1500 kms : Rs.
In words: Rupees
3. Night halt charges for the vehicle with Driver : Rs.
In words: Rupees
4. Overtime charges for the driver : Rs. / hour
(after 19.00 Hrs. to before 08.00 Hrs.)

Date

Signature of the Tenderer

Place

- Notes: 1. a) In case, fuel rate changes, the increased/ decreased cost of fuel will be reimbursed/ recovered to the contractor for the actual KM run taking an average of 12 KMs per litre 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 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)