



**Central Water Commission
Tapi Division
Surat**



NIT NO.:- TDS/2018-19/09

**Providing Services of Motor Vehicle Driver on outsourcing basis for the office of
Director, M&A Dte.,CWC, Vadodara**

January, 2019

COST OF TENDER DOCUMENT: Rs. 500/-

Certified that this tender document contain 23 Pages including this page.

Important Note: -

**THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE
SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN**

Tel/Fax: 0261-2478569

**Tapi Division
Central Water Commission
Surat**

E-Tender for Providing Services of Motor Vehicle Driver on outsourcing basis for the office of Director, M&A Dte., CWC, Vadodara

NIT No.	: TDS/2018-19/09
Estimated Cost	: Rs. 2,96,000/-
Earnest Money	: Rs.5920/-
Last date & Time of submission of E-Tender	: 04/02/2019 Time 16:00 Hours
Date & Time of Opening of Technical & Financial bid	: 05/02/2019 Time 12:00 Hours
Cost of Tender Document	: Rs.500/- (non- refundable)

CHECK LIST

Please tick the appropriate column.

Sl. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Signed Covering Letter of Bidder		
2.	Whether original Tender Document duly signed on each page uploaded		
3.	Whether Earnest Money Deposit in form as specified in Tender Document uploaded		
4.	Whether Tender Cost Fee in form as specified in Tender Document		
5.	Whether Document relating to eligibility criteria (EPF, ESIC, GST , Work Experience etc) uploaded		
6.	Whether Rate quoted in both Figure and Words		
7.	Whether Gross Amount of Tendered value quoted in both Figure and Words		



भारत सरकार

Government of India

जल संसाधन, नदी विकास एवं गंगा संरक्षण मंत्रालय

Ministry of Water Resources, River Development & Ganga Rejuvenation

अधिशाली अभियंता का कार्यालय,
तापी मण्डल, केंद्रीय जल आयोग,
क्षेत्रपाल अरोग्य केंद्र के सामने,
सग्रामपुरा, सुरत-395002,
टेलीफोन/फैक्स: 0261-2478569



Office of The Executive Engineer
Tapi Division, Central Water Commission
Opp: Kshetrapal Health Centre
Sagrampura, Surat-395002
Tele/Fax: 0261-2478569
E-mail: ee.tapi-cwc@gov.in
Date: 28/01/2019

No. TDS/NIT-NIQ/2018-19/09

NOTICE INVITING E-TENDER

The Executive Engineer, Tapi Division, Central Water Commission, Opp. Kshetrapal Health Centre, Surat, Pin-395002 Phone (O) 0261-2478569 on behalf of the President of India, invites E-tenders comprising of technical and financial bids for the under mentioned works up to 16:00 hours of 04/02/2019.

S.No.	Name of work	Estimated cost	Earnest Money Deposit (EMD)	Cost of Tender Form
1	Providing Services of Motor Vehicle Driver on outsourcing basis for the office of Director, M&A Dte., CWC, Vadodara	2,96,000/-	5920/-	500/-

1. Last date of submission of online bids (Technical & Financial) is 04/02/2019 up to 16:00 Hrs.
2. Technical & Financial bids will be opened at 12:00 Hrs on 05/02/2019

The interested tenderer shall download the tender document and other details from the Central Public Procurement website <http://eprocure.gov.in/cppp/>, or TCIL's e-tendering portal www.tcil-india-electronictender.com. The same is also available at tender page on the CWC website at <http://www.cwc.nic.in>. However the bids shall be submitted online at TCIL web URL <https://www.tcil-india-electronictender.com> up to 16:00 Hrs. of 04.02.2019. The tenders shall only be accepted on receipt of the cost of tender document as specified, before submission of the tender document. The Tender cost shall be paid through a/c payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Tapi Division, CWC, Surat payable at Surat.

Sd/-
Executive Engineer

Copy to:-

1. The Superintending Engineer, HOC, CWC, Gandhinagar
2. The Director, M&A Dte, CWC, Vadodara
3. Assistant Account officer, Tapi Division, CWC, Surat.
4. Notice board of Tapi Division, CWC, Surat.

Tapi Division
Central Water Commission
Surat

NOTICE INVITING E-TENDER

The Executive Engineer, Tapi Division, Central Water Commission, Opp.Kshetrapal Health Centre, Surat, on behalf of the President of India, invites E-tenders comprising of technical and financial bids from reputed, registered and eligible agencies/firms/contractors for carrying out work of **“Providing Services of Motor Vehicle Driver on outsourcing basis for the office of Director, M&A Dte.,CWC, Vadodara”**

1. The estimated cost of the work is **Rs 2.96 Lakh.**
2. **Eligibility Criteria:** Tender shall be issued only to eligible firm/contractor/agency who fulfills following qualifying requirements:
 - 3.1 The firm/contractor/agency should be registered with Labour commission, EPF and ESIC and have a valid certificate from Labour commissioner, EPF and ESIC.(copy to be enclosed)
 - 3.2 The firm/contractor/agency should have a Valid PAN No. (copy to be enclosed)
 - 3.3 The firm/contractor/agency should have a Valid Service Tax/GST Registration No. (copy to be enclosed)
 - 3.4 The firm/contractor/agency should have a minimum experience of three years in the field of providing man power services to Government department/Public Sector undertaking/Autonomous Bodies(Copy to be enclosed).
3. **Procedure for Submission of Tender:** Interested tenderer who wish to participate in the tender has to upload self certified scanned copies of the following, to the e-Tendering website <https://www.tcil-india-electronictender.com> within the period of bid submission.
 - Demand Draft of any Scheduled Bank, of amount **Rs 500/-** (non-refundable) drawn in favour of Executive Engineer, Tapi Division, Central Water Commission, Surat, against Cost of Tender Document.
 - Demand Draft or Fixed Deposit Receipt of amount **Rs 5920/-**, against EMD.
 - Documentary evidences in support of fulfilling the eligibility requirements (Para 3)
 - Financial Bid

Tenderers will also have to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid, otherwise the bid will not be considered for opening:

- Demand Draft towards Cost of tender document in original in sealed envelope.
- Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
- Documentary evidences in support of fulfilling the eligibility requirements (Para 3).
- Pass Phrase for bid submitted in online on TCIL in separate sealed envelope.

Cost of Tender Document and EMD must be placed in single sealed envelope super scribed “Earnest Money & Cost of Tender Document” with name of work and due date of opening of the tender also mentioned.

Certified Copies of documentary evidence in support of fulfilling the eligibility requirements (*Para 3*) and financial bid shall be deposited in a separate envelope marked as “Technical & Financial bid”.

Both the envelopes(“EMD & Cost of tender” and “Technical & Financial bid”) shall be placed in another envelope with due mention of Name of Work, date & time of opening of bids and have to be submitted in the office of Executive Engineer, Tapi Division, Central Water Commission, Surat-395002, up to last date & time of submission of E-tender.

Online bid documents of those tenderers shall be opened, whose “**Earnest Money Deposit**”, “**Cost of Tender Document**” and “**Technical & Financial bid**” placed in the envelope are available in the office of Executive Engineer, Tapi Division, Central Water Commission, Surat at the time of opening of E-tender and are found in order.

Technical & financial Bids submitted will be opened at 12:00 Hrs on 05/02/2019.

4. **Verification of Details:** Executive Engineer, Tapi Division, CWC, Surat reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / Security Deposit shall be forfeited and he/she shall be debarred from tendering for the works of CWC in future.
5. **Period of Contract:** The duration of the Contract shall be for a period for 12 months, which can be extended depending upon the exigency of work.
6. **Work Place:** MV Driver shall have to work at office of Director , M&A Directorate, Vadodara and should be ready to perform the duty anywhere under the jurisdiction of Narmada Tapi Basin Organization, Gandhinagar & Director , M&A Directorate, Vadodara i.e Rajasthan, M.P., Maharashtra & Gujarat.
7. **One Bid per Bidder:** Each tenderer shall submit only one tender. A tenderer who submits more than one tender individually or jointly will be liable to be disqualified.
8. **Brief Description of Work:** is given in Scope of Work separately with tender document.
9. **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the work place and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents

11. **Acceptance of Tender:** The Executive Engineer, Tapi Division, CWC, Surat does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Executive Engineer, Tapi Division, CWC, Surat, also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
12. **Tenders, in whom the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.**
13. The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer, Tapi Division, CWC, Surat or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.
14. **Tender Prices:** Unless stated otherwise in the tender document, the contract shall be for the whole work based on the rates to be quoted by the tenderer in the **"Schedule of Quantities and Rates"** submitted by the tenderer. The tenderer shall fill in rates and prices for all items of the work described in the **"Schedule of Quantities and Rates"**. Unless otherwise provided in the Tender Document, the rates quoted by the tenderer shall remain firm during the entire contract period and any extensions thereto.
15. **Clarification of Tender Documents:** During examination and evaluation of tenders, the Executive Engineer, Tapi Division, CWC, Surat may at its discretion ask Tenderers for any clarification on their tenders, including breakdown of rate. The request for clarifications and the response shall be in writing, but no change in the price or substance of the tender shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors/ambiguity discovered by the CWC during the evaluation of the tenders.
16. **Amendment of Tender Document:** At any time prior to the deadline for submission of tenders, the Employer may issue amendment in tender documents. Such an addendum shall form part of the tender documents and shall be communicated in writing (by post / fax / e-mail/Website) to all Tenderers who have purchased the tender documents. No receipt or late receipt of above shall be at the risk of tenderer.
17. **Examination of Tenders and Determination of Responsiveness:** stages of processing of tenders such as seeking clarification, examination of offers, evaluation and comparison of tenders and recommendations for the award of work shall not be disclosed to Tenderers or any other persons, until the award of work to the successful tenderer is announced. Any effort by a tenderer to influence the Employer in processing of tenders or decision for award of work may result in the rejection of the tender of such Tenderer.
18. **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 5% of agreement cost as performance security in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and signed contract agreement consisting of:-

- (a) The **‘Notice Inviting Tender’**, all the documents including **‘General Conditions & Clauses of Contract’**, **‘Special Terms & Conditions’**, **‘Scope of Work & Specifications’** and **‘Drawings’**, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
- (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

Sd/-
Executive Engineer,
Tapi Division, Surat

GOVERNMENT OF INDIA
Central Water Commission
Tapi Division, Surat

STATE : Central
ORGANISATION : Mahi& Tapi Basin Organisation
CIRCLE : H.O.Circle Gandhinagar
DIVISION : Tapi Division, Surat.

ITEM RATE TENDER AND CONTRACT FOR WORKS

E-tender for the work of **Providing Services of Motor Vehicle Driver on outsourcing basis for the office of Director, M&A Dte.,CWC, Vadodara”**

- (i) The bids to be submitted by 16:00 Hrs. on 04/02/2019, online at TCIL website URL <https://www.tcil-indiaelectronicstender.com> as well as hard copies of technical bid components must reach to the office of Executive Engineer, Tapi Division, CWC, Surat in sealed envelope with the name of work and due date of opening written on the envelope.
- (ii) The technical & financial bids will be opened at 12:00 Hrs. on 05/02/2019

Issued to -----

(Contractor)

Signature of officer issuing the documents -----

Designation - Executive Engineer

Date of issue _____

TENDER

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings, General Rules and Directions, Conditions of Contract, Clauses of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the Executive Engineer, Tapi Division, CWC, Surat within the time specified in schedule of quantities and in accordance with the specifications, drawings if any and instructions in writing referred to in general rules, special rules and terms and conditions of contract.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make the modifications in its rates, terms and conditions etc.

A sum of **Rs.5920/- (Rupees Five thousand Nine Hundred twentyonly)** is hereby forwarded in form of DD/ Banker's cheque/Fixed Deposit receipt (FDR) of Scheduled Bank in favour of ***Executive Engineer, Tapi Division, CWC, Surat*** payable at Surat as Earnest Money, if I/We, fail to commence the work specified, I/We agree that the said Executive Engineer, Tapi Division, CWC, Surator his successors in office shall without prejudice to any other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of the percentage mentioned in schedule F.

Further I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Department.

Date_____

Signature of Contractor

Postal Address

Witness

Address

Occupation

ACCEPTANCE

The above tender (as modified by you 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 referred to below shall form part of this contract Agreement:-

- 1)
- 2)
- 3)

For & on behalf of President of India

Signature _____

Designation _____

Date _____

SCHEDULES

SCHEDULE ‘A’- Schedule of quantities (Enclosed)

SCHEDULE ‘B’- Not applicable
(Schedule of materials to be issued to the contractor)

SCHEDULE ‘C’ - Not applicable
(Tools and plants to be hired to the contractor)

SCHEDULE ‘D’ – Additional instruction to bidders, Scope of Supply, Special Conditions of Contract and & Technical specifications.
(Extra Schedule for specific requirement/document for the work if any)

SCHEDULE ‘E’ - Not Applicable
(Schedule of component of Materials, Labour etc. for escalation)

SCHEDULE ‘F’- Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

Name of supply: Providing Services of Motor Vehicle Driver for the office of Director, M&ADte., CWC, Vadodara

ia	Estimated cost put to tender	Rs. 2,96,000/-
ib	Earnest money	Rs.5920/-
ii	Performance guarantee	5% of contract price
iii	Security Deposit	5% of contract price
General Rules & Directions:		
	Officer inviting tender	Executive Engineer, Tapi Division, CWC, Surat
	Definitions:	
2(v)	Engineer-in-Charge	Director, M&A, CWC, Vadodara
2(viii)	Accepting Authority	Director, M&A, CWC, Vadodara
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	Minimum basic wages as specified by Ministry of Labour & Employment.
2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract Form	Standard, CPWD Form-7/8 modified & corrected up to date.
Clause 1		
i.	Time allowed for submission of Performance Guarantee from date of	7 Days

	issue of letter of acceptance.	
ii	Maximum allowable extension beyond the period (provided in i)above	NIL
Clause 2		
	Compensation for Delay	Applicable
	Authority for fixing compensation under clause 2	Director, M&A Dte., CWC, Vadodara
Clause 2 A		
	Incentive for early completion	Not Applicable
Clause 5		
	Number of days from date of issue of letter of acceptance for reckoning date of start of work	7 Days
	Time allowed for execution of work	12 months
	Authority to decide Extension of time	Director, M&A Dte., CWC, Vadodara
Clause 6 & 6A		
	Clause applicable – (6 or 6A)	Clause applicable - 6
Clause 7		
	Payment on intermediate certificate	Monthly
	Clause 10 A	Not applicable
	Clause 10 B(ii)	Not applicable
	Clause 10C	Not applicable
	Clause 10CA	Not applicable
	Clause 10 CC	Not applicable
Clause 11		
	Specifications to be followed for execution of work	Applicable, as per Scope of Work and terms and condition of NIT
Clause 12		
	Deviation	Not applicable
Clause 16		
	Competent Authority for deciding reduced rates	Not applicable
Clause 18		
	List of mandatory machinery, tools & plants to be deployed by the bidder at site.	Not applicable
Clause 36(i)		
	Requirement of Technical	Not applicable

	Representative(s) and recovery rate	
	Clause 42	Not applicable

Note: - All the other clauses of the GCC of CPWD shall be applicable which have not been mentioned above. The special condition of contract will supersede the clauses of GCC and shall be treated as final.

SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

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

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

Instructions

Tender Bidding Methodology: Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on Electronic Tendering System® (ETS)
- Create Marketing Authorities (MAs),
- Users and assign roles on ETS
- View Notice Inviting Tender (NIT) on ETS
- For this tender -- Assign Tender Search Code (TSC) to a MA
- Download Official Copy of Tender Documents from ETS
- Clarification to Tender Documents on ETS
- Query to Central Water Commission (Optional)
- View response to queries posted by Central Water Commission

Bid-Submission on ETS

- Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
- Post-TOE Clarification on ETS (Optional)
 - Respond to Central Water Commission Post-TOE queries
- Attend Public Online Tender Opening Event (TOE) on ETS
- Opening of relevant part (i.e. Financial-Part)
- (Only for Technical Responsive Bidders)
- Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronicstender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person

will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Contractor Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

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

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

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Contractor organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Contractor organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Contractor will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre. The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Contractor organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last

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

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al).
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Central Water Commission
Tapi Division
Surat

SCOPE OF WORK, SPECIFICATIONS AND SPECIAL TERMS & CONDITIONS

1.0 SCOPE OF WORK

- 1.1 Providing Services of Motor Vehicle Driver on outsourcing basis for the office of Director, M&A Dte., CWC, Vadodara.
- 1.2 The duration of this Contract shall be for a period of **12 months**. The successful Tenderer shall be expected to provide the services during the specified contract period on outsourcing Basis (or extended period on mutual consent, if any) as described in the contract data.

Details of work

S. No.	Category	Qualification	Age Limit
1	Motor Vehicle Driver	8 th Standard pass, physically fit and should possess valid driving license	The person should have attained an age of 21 years on 31/12/2018 and should not more than 50 years on 31/12/2018

2.0 SPECIAL TERMS & CONDITIONS OF TENDER:-

- 2.1 The tender received without quoting service charges will be rejected and shall not be taken into consideration for comparison. (The minimum service charges should not be quoted below 1%)
- 2.2 The Agency shall work under the control of the Director, M&A Dte., CWC, Vadodara.
- 2.3 This is purely a temporary arrangement which can be terminated on mutual basis at any time without assigning any reasons by serving fifteen days notice. And no claim by engaged personals for Government Service in future will be entertained.
- 2.4 The “Agency” shall be entirely responsible for providing efficient and reliable services. The agency shall perform the services as per the provisions and guidelines stipulated under law and shall deploy personnel accordingly.
- 2.5 The “Agency” shall employ only such personnel, as may be educated/ trained enough to carry out job.
- 2.6 The person deployed by the agency should be free from Eye Disorder/Visual Disturbances (Astigmatism, Colour Blindness, Night Blindness etc).
- 2.7 The “Agency” shall be responsible for the conduct, behaviour and for the fidelity of the Driver employed by it.
- 2.8 If Driver is found in drunken state of alcohol or found misbehaving while on duty or unfit for duty, such Driver shall be replaced immediately at the absolute discretion of “Authority” or his representative.

- 2.9 The department reserves the right to terminate the services of any deployed M.V Driver without stating any reason at any time or ask for the replacement.
- 2.10 The Driver shall carry out **daily routine checking and cleaning of the vehicle** and carry out maintenance of minor nature as required for keeping the vehicle in running condition and he will not be entitled for any extra amount for carrying out such job.
- 2.11 The “Agency” shall be entirely responsible for the protection of Government Vehicle, in the event of any accident the Agency shall indemnify the department from any liability arising out of dispute with the third party or legal matters.
- 2.12 In case of any litigation due to accident, the agency shall handle at its own cost and in the event of the department happens to be incurred any expenditure towards litigation, the same shall be recovered from the agency.
- 2.13 The “Authority” shall not be responsible for death / injury sustained to the workers during the performance of their duties and also for any damage or compensation due to any dispute between the “Agency” and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be borne by the “Agency”. In case of any incident / accident during the duty period the department will not be held responsible for the same. It is the responsibility of the firm/agency to provide sufficient insurance coverage/compensation as per the latest rules in force.
- 2.14 The “Tenderer” shall be solely responsible for payment of wages/ salary/ benefits/ allowances to the persons employed for this work that might become applicable under any act or order of government. The Department shall have no liability whatsoever in this regard and the contractor shall indemnify this department against any/ all claims which may arise under the provision of various acts Govt. orders etc.
- 2.15 The “Agency” shall furnish a Police verification certificate after police verification of the deployed person for Motor Vehicle Driver. The driver engaged by the agency should have valid driving license to drive light motor vehicle.
- 2.16 The department reserves the right for test and interview for the person/persons before issuing the order.
- 2.17 The “Agency” shall be entirely responsible and ensure that only persons authorized by the CWC are allowed to operate/repair/maintain the vehicle and that no equipment, machinery or any part of the vehicle is removed out.
- 2.18 In case it is noticed by the “Authority” that the work carried out by the “Agency” is not up to the mark/ required standard, 7 days written notice will be given to the “Agency” warning the inefficient state of work and asking “Tenderer” to improve upon the standard within this period. In the event of finding that there is no improvement and the work is not being carried out as per instruction of “Authority” the contract shall be terminated within 24 hours forfeiting the PG submitted by agency.
- 2.19 None of the person engaged by the “Agency” shall be paid less than minimum wages as fixed by Government from time to time. Any claim due to revision in wages will be entertained in case of revision of minimum wages by Central/State Govt.
- 2.20 The “Agency” should ensure and furnish a certificate supported by documentary proof while claiming the bill in every month that they are paying at least minimum wages to the engaged persons and also deposited the PF, ESI etc as per the rates fixed by the ministry of Labour and Employment.
- 2.21 The “Agency” shall disburse wages to its employees on or before 7th day of the succeeding month to the month in respect of wages are payable irrespective of fact whether it has received amount of consideration from the department or not and a certificate to this effect shall be enclosed while submitting the bill.
- 2.22 No advance payment shall be made. However the payment shall be released only after the end of every month provided the services are satisfactory. Payment will be made within 15 days on receipt of the bill in triplicate by A/c payee Cheque/Demand Draft/online on SBI, Surat provided

- that the bill is submitted within time and with all documentary proofs of payment of salary and Taxes. In case the agency submits incomplete bills and/or without necessary documentary proofs, the department shall not be held responsible for any delay in making payments.
- 2.23 In case of Tie between various Tenderers, preference would be given to that Tenderer who have provided same type of services to the CWC earlier satisfactorily.
- 2.24 Tenderers are advised to visit the place of work to acquaint themselves with the conditions, approaches, camping facilities before quoting their rates for the execution of the work. Non - familiarity with the conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.
- 2.25 The “Agency” should provide an alternate arrangement for the person who is engaged for Motor Vehicle Driver work, proceeds on leave. Otherwise twice the amount of wages for period of absence will be deducted from the bill.
- 2.26 The location of Office may be changed at the time of work order without assigning any reason as per requirement of work.
- 2.27 The “Agency” shall execute the service and discharge their obligations to the entire satisfaction of the Officer-in-charge and in accordance with the directions and specific instructions as may be issued from time to time by the Department or its officer in charge.
- 2.28 In any circumstances while on tour if the vehicle breakdown for any serious type of fault or compel to leave the vehicle alone due to any reason in the other city and the driver was asked to leave to HQ, he will be paid bus charges/Train sleeper charges from the place of breakdown to Hq on production of bus/rail ticket

3.0 COMMENCEMENT & COMPLETION OF SERVICE

- 3.1 The “Agency” will commence service within 7 days after issuing work order for the period of 12 months or as per the instructions of the Engineer-in-charge.

4.0 QUALITY OF SERVICE

- 4.1 It will be the responsibility of the Agency to maintain the high standard of services.
- 4.2 In case of mishap within the premises of the Department, the same will be reported to the officer in charge, appointed by the Engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the Department or in exceptional cases by the agency on the instruction of the Engineer-in-charge.

5.0 PENALTY in case of INEFFICIENT SERVICES

- 5.1 In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- 5.2 If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of “Agency” and “Agency” shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- 5.3 In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department would be entitled to be compensated as the case may be. Before deciding quantum of compensation, the department may give notice to agency. The decision of Department as regards the quantum of compensation will be final.
- 5.4 Director, M&A, CWC, Vadodara may terminate the agreement with Fifteen days notice period to the agency in case of the non-performance, part-performance and under-performance of the Service/Duty of driver deployed by Agency.

6.0 REGISTRATION WITH THE GOVERNMENT AND OTHER OBLIGATIONS

6.1 Tenderer shall be required to follow all directives of the Government under Act of ESIC, PF/EPF, Social Welfare Legislation Act like Workman's Compensation and shall be registered with the statutory authorities in the Government towards the same. The minimum wages shall be as per Regional Labour Commissioner Circulars of Government of India/State Authorities. The agency should submit the certificate to Engineer-in-charge towards necessary compliance of all Govt. obligations on part of Agency on monthly basis. In case of copy of documents for PF/ESI etc as proof with bills submitted found are not in order or false the contractor will be held responsible for hiding facts and necessary suitable action will be taken against him

6.2 Department shall not be responsible for any extra claims of staff engaged by the contractor for the work of Department.

7.0 TERMS OF PAYMENTS

7.1 No mobilization advance or secured advance will be paid.

7.2 Bill should be prepared and submitted by the agency in three copies to the Director, M&A Dte., Vadodara for passing & verification.

7.3 Following documents shall be enclosed with the running bills:-

- i) **Proof of payment of wages:** The Agency shall disburse the wages of the persons engaged for this work through bank A/c of the engaged person and the bank transaction receipt shall be attached with the bill. No other means of disbursement of wages except through bank A/c of person concerned shall be considered as valid proof of disbursement of payment.
- ii) Proof of EPF contribution made by the contractor.
- iii) ESI contribution made by the contractor.
- iv) GST payment proofs.

7.4 Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.

7.5 The payment will be made by account payee cheque / demand draft/Online after completion of work on monthly basis.

7.6 Security deposit of 5% of tendered amount shall be deducted from the bills including adjustment of Earnest money as security deposit at the time of making the payments.

7.7 For the purpose of this tender document "Tenderer", "Agency" and "Contractor" are synonymous.

8.0 JURISDICTION

8.1 All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Vadodara shall have jurisdiction in all matter arising out of or connected with the agreement.

9.0 NOTICES

9.1 Any notice given by one party to other pursuant to this Contract shall be sent to the other party in writing by registered post, fax or e-mail confirmed in writing to the other party's address specified in this contract.

10.0 SUBCONTRACTS

10.1 The "Tenderer" shall notify the Department in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the Agency.

10.2 The "Tenderer" shall not assign, in whole or any part, its obligations to perform under this contract, to other Agency without prior written permission of the Department.

11.0 AGENCY'S OBLIGATION

- 11.1 The “Tenderer” is obliged to work closely with the Department’s staff, act within its authority and abide by directions issued by the Engineer-in-charge for implementation of works.
- 11.2 The “Tenderer” will abide by the job safety measures prevalent in India as per Government norms and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the Agency’s negligence. The Agency will pay all indemnities/ compensation arising from such incidents and will not hold the Department responsible or obligated.
- 11.3 The “Tenderer” is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 11.4 The Department shall not in any manner be responsible for any act, negligence, default; omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Department. However, if any such claim is made against the Department, the agency shall indemnify / reimburse the Department against all the money paid and expenses incurred by the employer.
- 11.5 The “Tenderer” shall, in case any of its personnel is negligent in performing his duty resulting in inconvenience and / or loss to the property of the department, be liable to compensate the Department for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the competent authority of Department. The decision of competent authority of Department shall be final and binding on the Contractor.
- 11.6 The “Tenderer” shall be responsible for
- i) Providing proper uniform to the personnel on duty and make sure that they are in proper uniform.
 - ii) Providing valid Identity card duly authenticated by Engineer-in-charge to the personnel while on duty.
 - iii) Providing and ensuring all such amenities/implements/kit to the personnel as are required for a smooth and efficient execution of the duties.
 - iv) Providing copy of bio-data with photo, appointment letter and Identity Card of the personnel deputed on duty after due verifications to this office for check and record.
 - v) Good character, conduct and behavior of the personnel deployed by him.
- 11.7 **WATER & ELECTRICITY:** Water & Electricity will be provided by Department free of cost for the execution of service. No other charges, wages, dues, allowances and compensation whatsoever to staff, employees or other persons to be deployed by the Agency for the services rendered or to be rendered by the contractor, over and above the amount quoted by the contractor will be paid.

Financial Bid

S. No.	Description of Work	Qty.	Rate (₹)		Amount Per month (₹)
			In figures	In words	
1.	2.	3.	4.		5.
A	Providing Services of Motor Vehicle Driver for the office of Director, M&A Dte.,CWC, Vadodara	1 No.			
	Bifurcation of Payment				
a.	Minimum Wages		/day		
b.	EPF contribution(for 26 days)				
c.	ESI contribution (for 26 days)				
d.	Service charges (in terms of%)				
	Sub Total (a+b+c+d)				
e.	<u>GST @.....%</u>				
	Total for one service per month				
	Total for one services for 12 months.				
	Grand Total in figures				
Grand Total in Words					
B	Night halt Charge on outstation tour per Day*				
C	Food bill Charge on outstation tour per Day*				

*These values are not considered in evaluation of tenders but may be negotiated with lowest bidder for reasonability

Signature & Seal of Agency