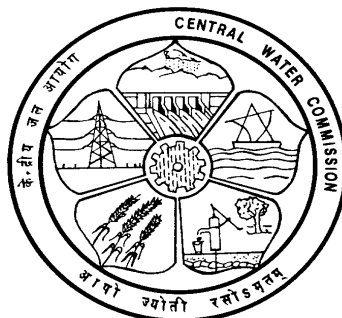


**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY**



NOTICE INVITING TENDER

NAME OF THE WORK:

**PROVIDING TAXIES & BUSES ON HIRE BASIS TO NATIONAL
WATER ACADEMY, CWC, KHADAKWASLA (R.S.), PUNE – 411 024**

Estimated cost: Rs.20,02,140/- for 2 Years

TALUKA AND DIST– PUNE, STATE-MAHARASHTRA

**Last Date for Receipt of Tender : 16.11.2018 up to 16:00 hrs
Date & time of Opening of Tenders : 16.11.2018 at 16:30 hrs**

**OFFICER INVITING THE TENDER:
DEPUTY DIRECTOR (A&C), NWA, CWC, PUNE**

**PUNE
October 2018**

S. No.	ITEM	Page No.
1	NOTICE INVITING TENDER (CPWD FORM NO.6)	1-3
2	CPWD FORM NO. 7/8 (ACCEPTANCE FORM)	4-6
3	SCHEDULES	7-10
4	SPECIAL TERMS AND CONDITIONS	11-15
5	SCOPE AND ADDITIONAL TERMS AND CONDITIONS OF WORK	16-19
6	SCHEDULE FOR RATES	20-21
7	NWA CAMPUS MAP	22

Certified that this document contains **22 pages**.

Name of the contractor :

Date of application for Tender by contractor:

Receipt of Application in Divisional office/ Deputy Director (A&C):

Date of issue of Tender paper :

Date of receipt of tender paper :

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY**

NOTICE INVITING TENDER

- 1) Item rate / percentage rate tenders are invited on behalf of President of India from approved and eligible contractors of CPWD and those of appropriate list of P&T. MES and State P.W.D./ RTO approved/ ITDC or MTDC contractor for vehicle supply **For The Work of “Providing Taxies&buses on hire basis to National Water Academy, CWC, Khadakwasla (R.S.), Pune”.**

1.1 The work is **estimated to cost Rs. 2002140/- (Rupees Twenty Lakh Two Thousand One Hundred Forty only) for Two years.** The contract shall be for a total period of two years.

1.2 Tenders will be issued to eligible CPWD as well as non CPWD contractors as indicated above provided they produce definite proof from the appropriate authority of having completed works of magnitudes specified below.

1.3 Criteria of eligibility for issue of tender document.

- a) Should be a registered firm for engaging in the business of Tours and Travels (Enclose a copy of registration)
- b) Shall have GST registration (enclose copy of registration).
- c) Should have carried out one similar type of work each amounting to at least Rs. 2 Lakh (Rupees Two Lakh per year) during the last three years. (Enclose all supporting documents).
- d) Average annual turnover on this business should not be less than Rs. 3 Lakh (Rupees Three Lakh) per annum for last three financial years (Enclose supporting documents).

In addition to above, the bidder quoting for

(i) Item No. A of Annex-I

- a) Should have at least Two TATA Indica or equivalent vehicles registered in the name of the firm/ owner of the firm. (Enclose copy of registration)

(ii) Item No. B of Annex-I

- a) Should have at least one number of Tata Indigo/Ford Icon/Accent or equivalent vehicle registered in the name of the firm/ owner of the firm. (Enclose copy of registration)

- 2) Agreement shall be drawn with the successful tenderer on prescribed Form No. 7/8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3) The time allowed for carrying out the work will be **Two years** from the 5th day after the date of written orders to commence the work.
- 4) Receipt of applications for issue of forms will be stopped by 17:00 Hrs. on 14/11/2018. Issue of tender forms will be stopped by 17:00 hrs. on 15/11/2018

- 5) Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be compiled with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Deputy Director, NWA, Pune between hours of 10:30 A.M. and 05.00 P.M. every day except on Saturday/ Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on **payment of Rs. 500/- in cash.**

The tender document can be downloaded from the website <http://nwa.mah.nic.in>. In case the tender document is downloaded from the Website, Demand Draft of Rs. 500/- drawn in favour of **Deputy Director (A&C), NWA, CWC, Pune**, should be enclosed along with the tender towards the cost of tender document.

- 6) Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Deputy Director (A&C), NWA, CWC, Pune up to **16:00hrs. on 16.11.2016** and will be opened by him or his authorized representative in his office on **16.11.2016 at 16:30hrs.**
- 7) No tender shall be accepted after the designated hour. This office will not be responsible for any postal delay or any delay due to any reason in transmission of tender document.
- 8) The tender shall be accompanied by earnest money, (unless exempted) of **Rs. 40043/- (Rupees Forty Thousand Forty Three only)** in the form of Fixed Deposit Receipt/ Demand Draft/ Banker's Cheque (valid for six months), Receipt Treasury Challan/ Deposit at Call receipt of a Scheduled Bank issued in favour of Deputy Director (A&C), NWA, Pune, the amount being credited to NWA. A contractor exempted from depositing earnest money in individual cases shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.
- 9) The description of the work is as follows

Work of : Providing Taxies & Buses on hire basis to National Water Academy, CWC, Khadakwasla (R.S.), Pune.

Copies of other drawings and documents pertaining to the works will be opened for inspection by the tenderers at the office of the above mentioned officer.

- 10) **The competent authority on behalf of President of India reserves the right to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be rejected out rightly.**
- 11) Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12) The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
- 13) The contractor shall not be permitted to tender for works in the NWA (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall intimate the names of persons who are working with him in any capacity or are subsequently employed by

him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

- 14) No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors in the contractor's services.
- 15) The **tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders.** If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% or whole of the Earnest Money Deposit in respect of tender, whose quotation is accepted, but fail to commence the work as specified in NIT.
- 16) This notice inviting tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work sign the contract consisting of:
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8.

Deputy Director (A&C)
National Water Academy
For & on behalf of President of India

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : MAHARASHTRA CIRCLE: NWA, CWC, PUNE
BRANCH : ---- DIVISION : Deputy Director(A&C), CWC, PUNE
ZONE : Chief Engineer, SUB-DIVISION : NA
 NWA, CWC, Pune

Percentage rate/ Item Rate Tender & Contract for Works

Tender for the work of: **Providing Taxies on Hire basis to National Water Academy,
CWC, Khadakwasla (R.S.) , Pune – 411 024**

- a) To be submitted by **16:00 hours on 16.11.2018** to the Deputy Director (A&C), National Water Academy, CWC, Sinhaghad road, NWA Complex, Khadakwasala RS Post, Pune –411024
- b) To be opened in the presence of tenderers who may be present at **16:30 hrs on 16.11.2018** in the office of the Deputy Director (A&C), National Water Academy, CWC, Pune

ISSUED TO: _____

(Name and address of the contractor)

Signature of officer issuing the document::_____

Designation:_____

Date of issue:_____

TENDER

I / We have read and examined the notice inviting tender, schedule, A,B.C.D.E&F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred in the conditions of contract and all other contents in the tender document of the work.

I / We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F' viz. Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such vehicles as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

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

A sum of **Rs. 40043/- (Rupees Forty Thousand Forty Three only)** is hereby forwarded in demand draft / deposit at call receipt of a scheduled bank as earnest money. if I/ we fail to commence the work specified I/ we agree that the said president of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to executive 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' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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 communicated information / derived there from to any person to whom I / We may authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority on behalf of the President of India be recovered with prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me / us under this contract or otherwise.

Dated:

Signature of Contractor with seal

Name and postal Address of contractor:

Witness:

Name and Occupation:

Address:

ACCEPTANCE

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

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

i)

ii)

iii)

Pune

Dated

For & on behalf of President of India

Signature

Designation

SCHEDULES

SCHEDULE 'A'

Schedule of quantities: Enclosed along with layout drawing, other conditions and specifications.

SCHEDULE 'B'

Schedule of vehicles to be issued to the contractor

Sl. No	Description	Quantity	Rates in figures & words at which the vehicle will be charged to the Contractor	Place of issue
	NIL			

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

Sl. No	Description	Quantity	Hire charges per day	Place of issue
	NIL All the required T & P shall be arranged by the contractor			

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any. **Clause 31 A, 32 of CPWD-8, in general conditions of contract of CPWD – stands deleted.**

SCHEDULE 'E' : Not applicable

Schedule of component of Vehicles, Labour etc. for escalation.

CLAUSE 10 CC

Component of vehicles expressed as percent of total value of work. 'X'...nil.%

Component of labour expressed as percent of total value of work. 'Y' ...nil. %

Component of P.O.L. expressed as percent of total value of work. 'Z'nil. %

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of Work	Providing Taxies & Buses on hire basis to National Water Academy, Pune – 411 024
Estimated cost of the work	Rs. 2002140/- for two years.
Earnest money deposit	Rs. 40043/-
Security Deposit	5% of tendered value
Performance Guarantee	5% of tendered valuve

**Total security Deposit + Performance Guarantee
will be 10 % of the tendered value for Two years.**

General Rules & Directions

	Officer inviting tender :	Deputy Director (A&C), NWA, CWC, Pune.
	Maximum percentage for quantity items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3	Not applicable.
DEFINITIONS :		
2(i)	Engineer-in-charge	Deputy Director (A&C), NWA, CWC, Pune
2(viii)	Accepting Authority	Chief Engineer, NWA, , CWC, Pune
2(x)	Percentage on cost of vehicles and labour to cover all overheads and profits.	N.A.
2 (xi)	Department	Central Water Commission
2 (xii)	Standard Schedule of Rates	As per the RTO approved rate and local market rates for vehicles
9(ii)	Standard CPWD contract Form CPWD form 8 as modified & corrected upto :	31/07/1995
Clause 2	Authority for fixing Compensation under clause 2	Chief Engineer, NWA, CWC, PUNE.
Clause 5	Time allowed for execution of Work Authority to give fair and reasonable extension of time for completion of work.	Two years Deputy Director (A&C), NWA, CWC, Pune.
Clause 7	Gross work to be done together with net payment / adjustment of advances for vehicle collected, If any, since the last such payment for being eligible to Interim payment.	Rs. 2002140/- for Two years
Clause 11	Specifications to be followed For execution of work	As given in the tender document
Clause 12		
12.1.2 (i)	Schedule of rates for determining rates	As per the Minimum Wage Act for salary and local market rates for vehicles

12.1.2(ii)	Schedule of rates for determining rates for additional altered or substituted items that cannot be determined under 12.1.2 (i)	As per the minimum wage act for salary and local market rates for vehicles
12.1.2 (iii)	Schedule of rates for determining rates for additional altered or substituted items that cannot be determined under 12.1.2 (i) and (ii)	As per Minimum Wage Act for salary and local market rates for vehicles
12.1.2(iv)	Plus/minus the % over the rate entered in the schedule of rates.	No schedule of rates
12.1.2(iv)A	Deviation Limit beyond which sub-clauses (i) to (iv) shall not apply and clauses 12.1.2 (i) and 12.1.2 (iii) shall apply.	10% (Ten percent)
12.1.2(vi)B(a)	Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply.	100 %
Clause 16	Competent Authority for deciding Reduced rates	Chief Engineer, NWA, CWC, Pune.
Clause 36	Minimum qualifications and Experience required for Principal Technical Representative.	Not Applicable
(a)	For works with estimated cost put to tender more than	
(i)	Rs.10 Lakhs for Civil works	
(ii)	Rs.5 Lakhs for Elec/ Mech. works	
(b)	For works with estimated cost put to tender	
(i)	More than Rs.5 Lakh but less than Rs.10 Lakhs for house keeping Works	
(ii)	More than Rs.1 Lakh but less than Rs.5 Lakh for Elect/Mech Works	
(iii)	Discipline to which the principal Technical Representative should belong	
(iv)	Minimum experience of works	
(v)	Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36 (i)	
Clause 42	Not Applicable	
(i) (a)	Schedules/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of rates printed by C.P.W.D.	Not Applicable

- (ii) Variations permissible on theoretical quantities of vehicle.

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SI No	Description of Item	Rates in fig.& words at which recovery shall be made from the Contractor	
		Excess beyond Permissible variation	Less use beyond the permission variation
1.	Vehicle as in the tender document	NIL	Actual market rate

SPECIAL CONDITIONS FOR TENDER FOR THE WORK OF “PROVIDING TAXIES ON HIRE BASIS TO NATIONAL WATER ACADEMY, CWC, KHADAKWASLA (R.S.), PUNE – 411 024.

1. The Contractor shall carry out orders for works allotted by the NWA Administration by offering taxies services as and when asked for.
2. **METHOD OF HIRING ARRANGEMENTS:**
 - a) The contractor shall have his own system of supervision and work arrangements within the said premises by deployment of suitable vehicle and staff to the entire satisfaction of NWA Administration. The Contractor shall, however, require furnishing details of such system for record purposes within a week of commencement of contract, failing which the running bills may not be passed for payment.
 - b) The overall hiring arrangements shall be inspected by the contractor on his own at least once in a week and report submitted to the Chief Engineer, NWA or his authorized representative, in a register meant for this purpose only, whenever asked by NWA Administration. The arrangements shall also be inspected by NWA administration from time to time including surprise checks.
 - c) Taxies for courses of one week/ 2 weeks or long duration courses will be supplied as per approved schedule which can be had / collected from NWA representative before starting of training. The same for each week will be faxed by NWA on Friday for the coming week. Changes, if any, will also be faxed / informed on mobile / landline. **The taxi driver, after reaching the destination place will inform the guest about his arrival by mobile or approach him directly. If he is delayed due to traffic congestion, the driver will inform the guest and course coordinator or Deputy Director (A&C) by mobile.** If the taxi is not likely to reach the guest faculty in time due to breakdown on the way or due to any other reason, an alternative arrangement by providing another vehicle shall be made immediately by the contractor.
3. **EMPLOYMENT OF PERSONNEL:**
 - a) The contractor shall employ his own personnel and equipment at his own cost. Behavior of personnel shall in no way be detrimental to the NWA Administration. The contractor shall for the purpose of fulfilling the obligations under this agreement provide personnel of good character, physically fit, well behaved and skillful in their duties.
 - b) For driver/ drivers engaged with the monthly taxi/ taxies, wearing of uniform (white shirt + white pant) shall be mandatory. In case of drivers engaged with taxi on daily basis/ on tour, this is optional. In addition, he should be fully aware of important locations in and around Pune.
 - c) The contractor shall discharge from service any employee who in the opinion of NWA Administration, misconduct himself or is in any way unfit or unsuitable for the said contract. The decision of the Dy. Director (A&C) in this respect will be final and binding.
 - d) The contractor shall have past experience in providing similar services. The tender should be accompanied by list of such organizations where the Contractor has undertaken or is undertaking similar work. Proof of such experience should be provided by enclosing copies of the contract.
 - e) The NWA, being the only training Institute in India of its kinds, is frequently visited

by senior officers of central and state Governments and guest faculties. Providing transport facility to these dignitaries demands punctuality, politeness and noble behaviour of drivers. Compromise on this account by service provider reflects badly on NWA Administration and therefore render the contractor liable to be penalized heavily

- f) Therefore, the contractor shall at all times obey the lawful instructions given to him by the Chief Engineer, NWA or his representative, or such other personnel appointed/deputed by the NWA administration in respect of all works of this contract. He will observe the hours of work as laid down by the NWA administration. Any infringements of any such instructions may render the contractor liable to be fined which may extend up to Rs. 500/- in each case. The fine will be in addition to the penalty specified in other clauses.

4. PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED.

The contractor shall comply with provisions of payment of Wages Act 1936 or any other statutory modification or reenactment thereof or rules framed there under with regard to payment of wages to all persons employed by him under this agreement and shall indemnify the NWA Administration or its servants, officers from and against any claim or prosecution/proceeding under the Act or any Regulation as against claim made by such employee or on his behalf bear any authority. Contractor should arrange weekly paid rest to the supervisor/cleaning personnel/attendant as per P. W. Act 1936 by arranging separate rest giver for which no additional payment will be made by NWA administration.

5. RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISION OF EMPLOYMENT OF CHILDRENS ACT.

The contractor(s) will at all times duly observe the provisions of Employment of Children Act. XXVI of 1938 and any reenactment or modification of same and will not employ or permit any person to do any work for the purpose or under the provisions of this agreement in contravention of the provisions of the said Act. The contractor(s) hereby agree(s) to indemnify the NWA Administration from and against all claims and penalties which by reason of any default on the part of the Contractor(s) in the due observance and performance of the provisions of Employment of Children Act. XXVI of 1938, or any reenactment or modification of the same.

6. RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT:

Neither the Contractor nor any of his employee or Agent, shall at any time during the continuance of this agreement practice untouchability in any form whatsoever in the course of or in any manner connected with the working of this agreement, nor impose any disability whatsoever against any person on the ground of untouchability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the untouchability (offences) Act XXII of 1955 and any reenactment or modification thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said Act. The contractor hereby agrees to indemnify the NWA Administration from and against all actions, claims and penalties which may be suffered by the NWA Administration or by any person employed by it, by reason of any fault on the part of the Contractor, his servants and agents, in the due observance of 1955 Act XXII, or any reenactment or modification thereof for the time being in force. In the event of failure of the contractor, his agents or servants, at any time during the continuance of this agreement, should duly observe and comply with the provisions of this said act, or any reenactment or modification thereof for the time being in force, or in the event of failure on the part of Contractor, his servants or agents to duly

observe and comply with provisions of this clause, the NWA Administration, with out prejudice of its other rights and remedies whether under this agreement or by Law and without prejudice to any penalty to which the Contractor or his servants or agent, may be subject under the provisions of the untouchability (offences)Act-1955 shall be entitled to terminate this agreement forthwith and without any notice to the contractor, and the contractors shall not be entitled to claim any compensation or damages from the NWA Administration on account of such termination.

7. LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE:

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

8. VERIFICATION OF ANTECEDENTS OF PERSONS EMPLOYED.

The contractor shall not in any capacity employ persons of bad character or any person whose antecedents are in doubt or who is on the police records as a bad characters. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, and the place at which employed with his/her left/right hand rolled thump impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractors.

9. PROHIBITION OF INTOXICATION WHILE ON DUTY

The contractor(s) or his/their supervisor/ driver and personnel shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If any supervisor/personnel is found in drunken/intoxicated state he will be summarily discharged from service. Moreover the contract will also be liable for termination with penalty, on which the decision of NWA Administration will be final.

10. OBSERVANCE OF EMPLOYEES STATE INSURANCE ACT AND EMPLOYEES PROVIDENT FUND ACT 1952.

The Contractor shall observe all the provisions of the Employees State Insurance Act, 1948 and the employees provident Fund Act, 1952 duly amended from time to time and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the housekeeping services.

11. CONTRACTOR'S RESPONSIBILITY FOR NEGLIGENCE ETC. OF ITS EMPLOYEES.

The contractor shall solely be responsible for all acts of commission/omission of its employees. The contractor shall be responsible in the event of any theft or damage to NWA property during the tenure of the agreement either due to negligence or connivance of its employees and will reimburse the administration for any loss suffered by it during the period of contract.

12. INDEMNIFICATION FOR LOSS/DAMAGES ETC.

- a) In the event of any damage or loss what so ever caused to the NWA/Government property/ public/ private property or life due to negligence or connivance of its employees, the NWA administration shall be empowered to have the damage or loss repaired and or recovered the amount so spent as well as that due from the imposition of penalties under other various clauses of the tender on account of any money due to the contractor under this agreement or on account of any other work, executed for the NWA by the contractor or from his security deposit or from monthly bill.
- b) The contractor shall indemnify the NWA Administration against any loss or damages to the property of NWA Administration, any claim made by its employees against NWA Administration or any 3 rd party in event of death, fatal injury to the person or loss/damage to the property of the NWA Administration / or any public/ private property or life due to any reason whatsoever arising out of any act of negligence on the part of the contractor or its servants. Necessary indemnity bond on a stamp paper of Rs.25/- (Rupees twenty five only) shall have to be submitted by the contractor at the time of signing the agreement.

13. COMPLIANCE OF LABOUR LAWS ETC.

The contractor shall comply with all relevant statutes including contract labour (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Labour Laws.

14. MODE OF PAYMENT

The NWA Administration shall pay the hiring charges after raising the bill for vehicle supplied for one week and end of each month for the vehicle on monthly charges, as per the schedule of work on successful and satisfactory performance after the work is complete. The contractor shall have to submit the bill in triplicate as per the format to be supplied by NWA every month for arranging payment. No advance payment on any other account shall be paid.

15. WITH HOLDING OF PAYMENT

The NWA Administration shall have the right and be entitled to with hold payment of contractor under this agreement in the event of any breach of the terms and conditions of the agreements by the contractor. The opinion of the Chief Engineer, NWA or his authorized representative on this aspect shall be final. No interest will be allowed on payment with held, when released.

16. PROHIBITION OF TRANSFER OF CONTRACT

The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and same is prohibited and is liable to result in termination of the contract.

17. SPECIAL CIRCUMSTANCES

In the event that the hiring of taxi arrangements made by contractor are not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the Chief Engineer, NWA or his authorised representative, in the event of urgency may entrust the work of hiring of taxi to any person/personnel without any intimation to the contractor and the contractor shall be liable for refund of such expenses incurred by the NWA Administration in this regard. The decision of the Chief Engineer, NWA or his authorised representative as regards to the satisfactory or inadequate services on hiring of taxis

will be final.

18. PENALTY FOR ABSENTEEISM WITHOUT INFORMATION OR WITHOUT ALTERNATIVE ARRANGEMENT.

In case of absenteeism penalty at the rate of Rs.1000/- per vehicle shall be imposed on the contractor and shall be recovered from the bills of the contractor. This amount shall be over and above the deduction for absenteeism as per accepted rates for hiring of alternative vehicle.

19. ABSCONDING WHILE ON DUTY/SLEEPING ON DUTY/NOT ALERT

Suitable action like discharge from service of defaulter staff or termination of contract as found fit will be taken by NWA Administration if any driver/ supervisor/attendant/cleaner are found absconding while on duty/sleeping on duty/found not alert by NWA Administration. In addition penalty of Rs. 500/ per driver shall be imposed on the contractor and shall be recovered from the monthly bills of the contractor.

20. Penalty for Non-receiving phone calls – Rs. 1000/-. If it is seen that the contractor / driver is not receiving phone calls from NWA in spite of repeated calls a penalty of Rs. 1000/- per instance shall be charged.

21. Any changes of personnel or contact numbers are to be promptly informed to NWA. Penalty for changing personnel and mobile phone nos. without prior information shall be Rs. 500/- per instance.

Deputy Director (A&C)
NWA, CWC, Pune

SCOPE AND ADDITIONAL TERMS & CONDITIONS:

- 1) The contract is for a period of **two years** from the date of appointing the contractor by issue of order for the Annual Rate Contract.
- 2) The approximate number of taxis required during the period of one year is as below. However, this is a tentative figure which may vary as per the actual needs.
 - a) Average tentative Number of taxi required under the category of 8 hrs. and 80 kms (Sedan) i.e. Indigo, Swift Dzire, Accent, Hyundai etc., will be 60 (Sixty) per year.
 - b) Average tentative Number of taxi required under the category of 8 hrs. and 80 kms (Hatchback) i.e. Indica, Wagnor, Grand i10, Ritz etc. will be 30 (Thirty) per year.
 - c) Average tentative Number of taxi (Sedan) i.e. Indigo, Swift Dzire, Accent, Hyundai etc. required for picking from Airport and drop at NWA & Viceversa will be about 30 (Thirtty) per year.
 - d) Average tentative Number of taxi (Hatchback) i.e. Indica, Wagnor, Grand i10, Ritz etc. required for picking from Airport and drop at NWA & Viceversa will be about 30 (Thirty) per year.
 - e) Average tentative Number of (Hatchback) i.e. Indica, Wagnor, Grand i10, Ritz etc. required for picking from Railway Station and drop at NWA & Viceversa will be about 10 (Ten) per year.
 - f) Average tentative Number of taxi (sedan) i.e. Indigo, Swift Dzire, Accent, Hyundai etc. required under the category of 24 hrs. and 300 kms. for out station visits including halts, will be 20 (Twenty) in a year.
 - g) Average tentative Number of taxi Tavera, Xylo, Mahindra XUV, Innova required under the category of 24 hrs. and 300 kms. for out station visits including halts (Hatchback), will be 10 (Ten) in a year.
 - h) Average tentative Number of Hiring of AC bus 45 Seater for field visit, per day for a period of 24 hrs and 300 kms required will be about 05 (Five) per year.
 - i) Average tentative Number of Hiring of Non- AC bus 45 Seater for field visit, per day for a period of 24 hrs and 300 kms required will be about 15 (Fifteen) per year.
 - j) Average tentative Number of Hiring of Non-AC bus 40/45 Seater for field visit, per day for a period of 8 hrs and 80 kms required will be about 05 (Five) per year.
 - k) Average tentative Number of Hiring of AC bus 17/20 Seater for field visit, per day for a period of 24 hrs and 300 kms required will be about 05 (Five) per year.
 - l) Average tentative Number of Hiring of Non- AC bus 17/20 Seater for field visit, per day for a period of 24 hrs and 300 kms required will be about 05 (Five) per year.
 - m) Average tentative Number of Hiring of Non- AC bus 17/20 Seater for field visit, per day for a period of 8 hrs and 80 kms required will be about 05 (Five) per year.
- 3) Rates for extra hour or extra km. will be calculated as follows:
 - a) Rate per km beyond running of 80 kms. will be ascertained as the quoted rate for first 80 kms run divided by 100. (for example if the quoted rate is Rs. 650/- then the rate for extra km will be Rs. 6.50)
 - b) Rate per hour when taxi is detained beyond 8 hrs. will be ascertained as the quoted rate divided by 24 (for example if quoted rate is Rs. 650/- then the rate for extra hour will be Rs. 27/-).

- 4) In case of requirement of monthly taxi, the date and time will start from the first day of hiring and distance and the time for daily use will continue to accumulate till either of the parameters reaches the upper limit first (as indicated in 2b) . The vehicle will be placed under fresh hire and distance and time will start fresh. Hence no extra km or time will be applicable in this case. The vehicle shall not be required daily (like on Saturday and Sunday or as directed by NWA Administration).
- 5) It will be obligatory on the part of the contractor to provide hiring of taxi services for duration of **Two years** at the quoted rates. Any termination of the contract on the part of the contractor will make him liable to forfeiture of security deposit & performance gurantee. The NWA Administration reserves the right of termination of the Contract with immediate effect without giving any notice, in case the Chief Engineer is of the opinion that there is any violation of rule and regulation of Central Laws/State Laws or Contractor committed any breach/violation of the terms and conditions of the Contract, while fulfilling housekeeping aspects.
- 6) **If the cost of Diesel of vehicle is increased / decreased by Government by 10% or more than 10% of the rate that existed at the time of entering in to this agreement, 5% for taxi for the quoted rate shall be added/ deducted to/from initial rate and fresh rate will be fixed and paid and no other increase on any other account will be considered. A second review in slab during the contract period will be considered again on the same lines if the diesel cost increases/ decrease by 10% of rate over and above the first revised rate and so on.**
- 7) Rates once quoted should not be revised except as at paragraph 6 above and those firms, who revise their rates or fail to supply the material during the period of contract, will liable to forfeit their Security Deposit.
- 8) The contract shall remain valid for **two** calendar years from the date of entering into agreement/ acceptance of the tender. However, NWA reserves the right for variation up to maximum two periods of three months each in the contract period. It is obligatory for the contractor to supply the services/material at the same rates and terms and conditions of the annual rate contract for the extended period, if asked to do so.
- 9) **The rate will be compared by the gross total of all the category put together. If any bidder fails to quote rate for any item, his bid would not be considered for comparison.**
- 10)The NWA will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed; and conform to the terms and conditions and specifications.
- 11)The NWA will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered lowest evaluated price.
- 12)**The rate should be quoted excluding of tax. Parking and toll charges will be reimbursed on the production of receipt in original and as per actual. Similarly the agency should initially pay the interstate entry charges as per the applicable rate and same is to be claimed by the agency in the bill enclosing original voucher for paid entry charge. No extra payment on any account will be made by this office. The rate may be quoted as per the schedule attached.**
- 13)All the vehicles which are proposed to be supplied to this office must be registered as tourist vehicles with all India permit. The driver shall carry with himself all valid documents in original pertaining to vehicles, permission, including the valid driving license. The vehicle should have indication/ sticker for this as stipulated by the competent authority.
- 14)The vehicles should be clean both inside and out side, neat and free of any

mechanical, electrical and other defects. Else penalty of Rs 100/- per occasion shall be imposed. vehicle should be equipped with

- 15) The vehicle proposed to be supplied to NWA should not have completed **one lakh** kilometer and should **not be older than four years**. If the vehicle is found not matching this need, penalty of 20% of the hiring charge paid for that vehicle shall be deducted from the bill amount.
- 16) The tender must be submitted in the format at Annexure I. **The rate should be indicated in both figures and words**. Corrections, if any in the quotation shall be made by initialing, dating and re-writing. No overwriting is allowed.
- 17) The tenders not matching the specifications shall be rejected summarily.
- 18) The exact dates, time for reporting vehicle shall be intimated telephonically, generally one day or more in advance. However, on certain occasions, the taxi may be required to be provided at a very short notice.
- 19) **The km reading will commence and close at the security cabin of NWA office complex. However, the distance between contractor's office and NWA's security cabin / place of duty as the case may be, or 10 k.m. whichever is lower, will be added to the total run for the day.**
- 20) If requested, facility for parking of taxies overnight at NWA campus can be provided by NWA at contractor's risk.
- 21) The work order shall be placed training course-wise in installment over a period of contract with effect from the date of issue of work order / entering into Annual Rate Contract. Approximately 30 such courses excluding ITP have been proposed during one year.
- 22) The Driver should open and close the door of the vehicle when ever the official board and alight from the vehicle, and also assist in carrying the luggage of the official using the vehicle. If any complaint received in this connection, a penalty of Rs 100/- per incident will be imposed on the contractor and same will be deducted from the bill.
- 23) The payment for supply of taxi will be made by NEFT/RTGS (Online) within about 20 days on receipt of bills in triplicate . No advance payment on any other account shall be paid.
- 24) The contractor shall inform the name and telephone numbers of the persons to whom this office shall have to contact for placing the requirement of vehicles. In addition to this the contractor shall also ensure the availability of mobile phone with driver on duty.
- 25) Issue of this NIT to a firm does not automatically make the firm eligible for submitting a quotation. The firm must confirm to all the terms and conditions of this NIT. A tender is liable to be rejected if the firm puts its own terms and conditions
- 26) The Terms and conditions given in this NIT shall become part of the Annual rate contract. However, In case of breach of any of the terms and conditions of this NIT or failure on the part of bidder to provide satisfactory work/ supply, the EMD/Security Deposit is liable to be forfeited.
- 27) The offer of the tenderer should contain the following documents :-
 - a) Tender document duly signed and sealed by the tenderer.
 - b) Schedule duly filled in.
 - c) Earnest Money Deposit
 - d) Certificate showing the exemption from paying EMD (if exempted).

- e) List, addresses and telephone Nos. of the firms and organisations and copy of orders (Govt. Depts.) for which the similar type of work as in Para. 1 of NIT has been carried out.
 - f) The bidders shall have land line and mobile phones and fax facility for communication.
 - g) Documentary proofs showing the eligibility of the bidder. (The eligibility criteria has been given at Clause No. 1.3 of NIT of this tender document)
- 28) Tax Deduction at Source (TDS) (for income tax) may be effected from their payments as per the prevailing rules in force.
- 29) All the above-mentioned terms and conditions are mandatory and tenderer/bidder shall abide by all the above stated conditions. The bidder shall give an undertaking to the effect that he agrees to abide by all the terms and conditions as stated in the Tender Document.

Deputy Director (A&C)
NWA, CWC, Pune

Annexure - 1

Price schedule

**TENDER FOR PROVIDING TAXIES ON HIRE BASIS TO NATIONAL WATER
ACADEMY, CWC, KHADAKWASLA (R.S.),**

PUNE – 411024

I hereby submit my tender for “Providing Taxies on hire basis to National Water Academy, Pune – 411 024” for the President of India as described under according to the specifications within the time specified and at the rates specified therein subject to the terms and conditions of tender

Sr. No.	Details of work	Rate in (Excluding GST) (Rs.)
1.	Hiring charges per taxi (sedan) i.e. per day for a period of 8 hrs. and 80 kms for Swift Dzire , Hyundai , Accent ,Tata Indigo ,Tata Tigor etc.	
2.	Hiring charges per taxi (Hatchback) i.e. per day for a period of 8 hrs. and 80 kms for Indica , Wagnor ,Grand i10 , Ritz etc.	
3.	Hiring charges for Taxi(sedan)i.e.- Swift Dzire , Hyundai , Accent,Tata ,Indigo etc. , for picking from Airport and drop at NWA & viceversa	
4.	Hiring charges for Taxi(Hatchback)i.e.- Indica , Wagnor ,Grand i10 , Ritz etc. for picking from Airport and drop at NWA & viceversa.	
5.	Hiring charges for Taxi- Indica , Wagnor ,Grand i10 , Ritz ,for picking from Railway station and drop at NWA & viceversa.	
6.	Hiring charges per taxi , per day for a period of 24 hrs and 300 kms for outstations visit including halt for Indigo,Swift Dzire , Accent, Hyundai etc.	
7.	Hiring charges per taxi , per day for a period of 24 hrs and 300 kms for outstations visit including halt for Tavera, Xylo ,Mahindra XUV ,Innova etc.	
8.	Hiring of AC Bus 45 seater for field visit, per day for a period of 24 hrs and 300 kms	

9.	Hiring of NON- AC bus 45 Seater for field visit, per day for a period of 24 hrs and 300 kms	
10.	Hiring of NON- AC bus 45 Seater for field visit, per day for a period of 8 hrs and 80 kms in pune local	
11.	Hiring of AC bus 17 seater for field visit, per day for a period of 24 hrs and 300 kms	
12.	Hiring of NON- AC bus 17 Seater for field visit, per day for a period of 24 hrs and 300 kms	
13.	Hiring of NON- AC bus 17 Seater for field visit, per day for a period of 8 hrs and 80 kms in pune local	

Note : Based on the above rate given by the supplier, the other rates will be calculated as follows :

- a) Rate per km beyond running of 80 kms. will be ascertained as the quoted rate for first 80 kms. run divided by 100. (for example if the quoted rate is Rs. 650/- then the rate for extra km will be Rs. 6.50)
- b) Rate per hour when taxi is detained beyond 8 hrs. will be ascertained as the quoted rate divided by 24 (for example if the quoted rate is Rs. 650/- then the rate for extra hour will be Rs. 27/-)
- c) For taxi requirement of this office in a year, the bidder may refer to page No. 16 of tender document.

Should this tender be accepted, I/We hereby do agree to abide by and fulfill all the terms and conditions annexed here with so far as applicable and or in default thereof to forfeit and pay to the President of India or his successor office the sum of **Rs. 40043/- (Rupees Forty Thousand Forty Three only)**

I/We further agree that the said the President of india or his successor in office shall also be at liberty to cancel the acceptance of tender if I/We fail to deposit **EMD/ Security Deposit/Performance Guarantee** as aforesaid.

Signature of Bidder

Date

Address

Signature of Witness

Name and Address

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

Signature of the Officer

NATIONAL WATER ACADEMY CAMPUS MAP



- 1. Main Gate Security
- 2. NWA Institutional Building
- 3. Electrical Sub-Station
- 4. Hostel Gate Security
- 5. Residential Quarters

