



TENDER DOCUMENT

FOR

**HIRING OF COMMERCIAL VEHICLES ON MONTHLY BASIS AT
IWAI, HEAD OFFICE , NOIDA**

TENDER NO. : IWAI/Admn/06/2015

INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF SHIPPING, GOVT. OF INDIA)

A - 13, SECTOR - 1
NOIDA - 201301 (U.P.)

Phone : 0120-2544036, 2521724, Fax : 0120- 2521764,

Website : www.iwai.nic.in , <http://eprocure.gov.in/eprocure/app>; E-mail : secy.iwai@nic.in



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, SECTOR-1, NOIDA – 201 301 (U.P)

NOTICE INVITING TENDER

TENDER NO. : IWAI/Admn/06/2015

Online tenders are invited by the Secretary IWAI in two cover system from the eligible contractors as per details given below :-

1	Name of work	TENDER FOR HIRING OF COMMERCIAL VEHICLES ON MONTHLY BASIS AT IWAI, HEAD OFFICE , NOIDA
2	Downloading of tenders	31.07.2015
3	Last date of submission of tender	12/08/2015 at 3.00PM
4	Earnest Money Deposit:	50000/-
5	Tender opening date & time	12/08/2015 at 3.30PM
6	Cost of tender document:	500/-

- (i) The tender document can be downloaded from the IWAI website "www.iwai.nic.in" and CPP Portal Website <http://eprocure.gov.in/epublish/app>.
- (ii) The cost of tender documents / EMD as mentioned above should be submitted in the form of Demand Draft made in favour of "IWAI FUND" payable at New Delhi/ Noida of any Nationalized/ Schedule bank. Original DD to be deposited to the authority prior to Bid Opening date& time.
- (iii) A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.
- (iv) Tenderer/Contractor are advised to follow the instructions provided in the Instructions to the Contractors/Tender for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <http://eprocure.gov.in/eprocure/app>.

Declaration to be made by the tenderers
To be submitted for each vehicle separately,
Total five declarations are to be submitted for five vehicles

(Strike off whichever is not applicable)

- A. I possess suitable Commercial vehicles of specified make at present. (Yes / No)

(In case of 'Yes' the details as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Proof of registration under "Taxi Quota" :
6. Year of Manufacture :
7. Manufacturing by (Company) :
8. Make :
9. Chassis No. :
10. Engine No. :
11. Tax paid up to :
12. Name of Insurance Company with which the Car is Insured :
13. Date of Insurance :
14. Insurance valid up to :
15. Others :

- B. If I fail to provide the proof and certificates then I accept that the EMD amount shall be forfeited by IWAI. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) within 30 days of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by IWAI within the stipulated time period in this tender document.

(Yes / No)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

(Signature of bidder)

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol Here" on the home page. Portal. Enrolment is free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/ nCode / eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the my favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

- 18) The bidder has to select the payment option as offline to pay the TFEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/ liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 32) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is - 7878007972 ,7878007973 and IWAI - 0120-2521724.

INSTRUCTIONS TO THE TENDERERS
&
TERMS & CONDITIONS GOVERNING THIS CONTRACT

1. **PREAMBLE**

IWAI (Inland Waterways Authority of India) is a statutory body under the Ministry of Shipping with its main object for regulation, development and maintenance of Inland Waterways for the purpose of shipping and navigation. It also advises Ministry of Shipping of all matters related to IWT. It has its Head Office at Noida.

2. **SCOPE OF WORK**

It is proposed to hire commercial vehicles (AC Cars) for official use of senior officers of IWAI, Noida, for a period of 2 years extendable for another year. The vehicle will normally be used for journey in Delhi, NCR area as per the directions given by the user/In charge Transport.

Vehicle Required	Required No. of vehicles	Make Year	Monthly limit in Kms	Daily duty hours
Maruti Swift Dezire/Tata Indigo/ Honda Amaze or equivalent	5	2014 or later	2500 Kms	11 hrs

(1) The number and type of vehicles may change during the contract period. The contractor will have to change vehicles as per instruction of IWAI on 7 days' notice.

(2) The bidder can provide the higher version of cars on the same rates.

The vehicles will be for exclusive use of IWAI and shall not be deployed for any other use during its idle time. The monthly remuneration payable for the vehicle will be for a kilometrage as specified above in any calendar month. Beyond the specified kilometers, the Contractor will be paid on a per kilometre rate which will not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Likewise, beyond the specified 11 hrs of use per day, the contractor will be paid an hourly rate for each hour of extra use. IWAI shall not be responsible for any loss or damage for the vehicle and Driver engaged by the agency.

3. **TENURE OF THE CONTRACT**

- 3.1 At the initial stage, the contract shall be awarded for a period of **two years** from the date of commencement of contract. The contract is extendable for a period of one year.
- 3.2 It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period of 2+1 years; for at least four months or till the new contract is finalized, whichever is earlier.
- 3.3 IWAI reserves the right to terminate the contract at any stage, **either in full or in part**, without assigning any reason and without any prior notice. In the event the contract is terminated by IWAI before the completion of the period of 2 years for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit of the Contractor shall be liable to be forfeited. However, in case for part termination, only proportionate security deposit will be forfeited.

4. Online tender should be submitted in two covers Envelope-1 (containing technical bid) and Envelope-2 (containing price bid).

4.1 The first cover/envelope containing Part-1 shall be submitted along with the following documents -

- a) Scanned copy of Certificate of Service Tax Registration and Declaration by the tenderer on 5 vehicles (see at page no. 3)
- b) Scanned copy of Earnest Money Deposit of Rs. 50,000/- (Demand Draft in favour of 'IWAI Fund' payable at Noida).
- c) Scanned copy of tender cost of Rs. 500/- (Demand Draft in favour of 'IWAI Fund' payable at Noida).
- d) Scanned copy of Satisfactory proof of owning the required vehicles of specified make/model OR higher category or declaration along with supporting documents should be submitted with the bid in the format specified in the tender, for each vehicle separately (as applicable).
- e) Scanned copy of Attested registration certificate. (**Any of the following**)
 - a. Under shops & establishment act in case of proprietary concern.
 - b. Under Partnership Act; attested copy of partnership deed duly signed by all partners in case of Partnership firm.
 - c. Under Companies Act, attested copy of Memorandum and Articles of Association(MOA/AOA) in case of company.
- f) Scanned copy of Proof of at least 2 year's experience of running a travel business in Govt./PSU/any reputed organization.
- g) Scanned copy of Minimum fleet of 5 commercial vehicles in its (tenderer's) name or in the name of proprietor, Partner or Director at the time of bidding and should submit satisfactory proof of the same (copy of RC, Latest Insurance).
- h) Scanned copy of PAN number.
- i) Scanned copy of Tender Acceptance Letter.
- j) Scanned and Signed copy of Tender Document.

4.2 The Second cover containing Part-2 shall be submitted along with the following documents-

- a) Price Bid in excel format (BoQ_XXXXX) provided along with this tender shall be used for quoting prices/offer.

5. **EARNEST MONEY (EMD)**

Each tenderer shall be required to deposit a sum of **Rs.50,000/- (Rupees Fifty thousand only)** as earnest money in the form of a crossed Demand Draft made-out in favour of "IWAI Fund." payable at Delhi/Noida and valid for a minimum period of 3(three) months from the date of issue. Applications received without EMD shall not be considered for the purpose of this tender. This amount of EMD will be refunded to the non-successful tenderers within four weeks on finalization of the contract. No interest shall be allowed on the earnest money deposited.

6. **SECURITY DEPOSIT**

- 6.1 The Contractor shall be required to furnish a security deposit of **Rs.1,25,000/- (Rupees one Lakhs twenty five Thousand only)** towards successful performance under this contract **within Fifteen days** from the date of communication of award of contract in his favour by IWAI. Security Deposit may be deposited in the form of a Bank Demand Draft drawn in favour of "IWAI Fund," payable at Delhi/Noida or by way of Bank Guarantee issued by nationalized/ scheduled bank within the time specified. The format of Bank Guarantee will be given by IWAI. On request of the contractor the EMD may be converted into security deposit on the payment of the remaining amount. No interest shall be payable by IWAI on the security deposit.

IWAI shall be entitled to appropriate the whole or any part of the security deposit of the Contractor in the circumstances hereinafter provided without prejudice to any other remedy or right. IWAI shall be entitled to recover any loss or damage that IWAI may suffer or sustain by reason of the failure of the Contractor to
(Signature of bidder)

observe & in performance of the Terms and Conditions of the contract or any amount that may become due to IWAI under or by reason of the Terms and Conditions of the said contract from the amount of his security deposit.

6.2 The security deposit referred to above shall be liable to be forfeited by IWAI in the event of any breach on the part of the Contractor of any of the Terms & Conditions of the contract without prejudice to IWAI's right to rescind the contract and other rights and remedies warranted by law.

7. **REFUND OF SECURITY DEPOSIT**

The security deposit will be released after expiry of contract period.

8. **COMPLETION/SUBMISSION OF TENDER DOCUMENT**

8.1 Each page of the tender document should be signed and dated by the tenderers or such person(s) on his behalf as is legally authorized to sign for and on his behalf.

9. **VALIDITY OF OFFER** - Bid validity is for 90 days only.

10. **SCHEDULE OF RATES**

10.1 The lumpsum rate for each vehicle should be filled in carefully by the tenderer after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.

10.2 A fixed amount will be payable to the Contractor for each calendar month for the specified distance of 2500 km for the vehicle with 11 hours per day, for the period the vehicle is in use with IWAI. The tenderers should quote a lump-sum rate for each vehicle for the said distance per month and use of 11 hours per day.

If the vehicle is used by IWAI beyond the specified limit in the same calendar month then additional amount will be payable to the Contractor beyond the above mentioned lump-sum rate. For this the tenderers should quote a per km rate, which should not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Like wise the tenderer should quote a per hour rate for the duty beyond 11 hours per day.

The total monthly kilometres will be reckoned by adding the daily kilometres of use, which will be the difference between the reporting mileage and the closing mileage on each day and no kilometres shall be permitted for trips to garage. It is advised that since the vehicle will be attached with specific officer, it will in the interest of the agency to arrange parking near the daily nominated place of reporting. Likewise, the daily hours of use will be reckoned from the reporting time to closing time for each day.

10.3 The Evaluation of bids will be done on the basis of indicative quantities mentioned in the SOR (Annexure-II).

10.4 In addition to the accepted rates, IWAI will also pay the charges which are in the nature of toll receipts, State entry tax, parking receipts wherever & whenever applicable as per actual on the submission of original receipts/challans etc. IWAI will also pay "Service tax" & other Govt. levies extra as applicable.

- 10.5 The Contractor shall be required to pay all the other charges for the car including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc.
- 10.6 No charges whatsoever, other than the ones listed above in sub-para 10.5 shall be payable by IWAI to the Contractor towards the car-hire services rendered by the Contractor for IWAI.

11. TERMS & CONDITIONS

- 11.1 The vehicles to be provided by the Contractor shall be as per the specifications given in the tender, having the year of manufacture & registration not older than year 2014. If a bidder does not possess vehicles fulfilling the above criterion, at the time of making his bid, he can mention this fact in his bid. However, he shall be required to give declaration/undertaking in tender documents and position the cars, meeting the specifications as desired in this tender document within 30 days from the date of award of the contract & provide all the necessary information/documents as a proof as indicated in the tender document.

11.2 EXECUTION OF CONTRACT AGREEMENT:-

Acceptance of tendered rates will be communicated by Telephone/Fax/Courier/Registered AD. Informing the successful bidder through these means should be deemed to conclude the contract. The successful bidder shall execute the Agreement within 10 days of the date of communication of award of contract (i.e. LOI) on non-judicial stamp paper of Rs. 100/- as per the format given in Annexure-I.

In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited. Moreover, IWAI shall be at complete liberty to place this contract elsewhere without being under any obligation to the successful bidder for any losses caused to him. No compensation shall be paid either to the successful bidder in any such case.

- 11.3 If any tenderer already possess the vehicles meeting desired specifications as mentioned in this tender document & earmarks/nominates such vehicles for the purpose of this tender at the time of submission of this tender, then he shall be required to provide all the necessary information/documents as a proof for the same, for all the vehicles separately, as mentioned in this tender document.
- 11.4 The vehicle shall be in the name of the person or the entity bidding for this contract or in the name of Partner, Director, Proprietor of the firm & the bidder shall submit proof for the same. In the event of failure on the part of the successful bidder to comply with the said stipulation, the EMD of the Contractor shall be liable to be forfeited.
- 11.5 The vehicle shall remain in sound running condition, be dust proof, be provided with music system, air freshener & sun-films permitted under law during the entire contract period. Its emissions shall comply with pollution control norms. IWAI reserves the right to decide upon the sound running condition of the vehicle. The interiors of the vehicle shall remain clean & shall be maintained at an ambient temperature. The seats covers shall be provided with neat & clean covers which shall be changed frequently at least once a month. All the expenses incurred in the maintenance of the vehicle or otherwise shall be borne solely by the Contractor. Any dent/damage to vehicle affecting its aesthetics will be got repaired by the contractor within 3 days of occurrence.
- 11.6 The drivers & the vehicle to be provided for the purpose of this contract shall be provided on a dedicated basis & shall not be changed every now & then. The contractor may note that IWAI is not obliged to provide any holiday or weekly off to the driver or any off for maintenance of the

vehicle and he should make necessary alternative arrangement in case of maintenance requirement of vehicle and for providing rest/leave to the driver.

- 11.7 The vehicle & the drivers shall report in time at the designated place & at the designated time on a regular basis duly fueled and in sound running condition. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of damages as per the tender.
- 11.8 The drivers shall possess a valid driving License as per law and must have adequate road learning for Delhi NCR area. The driver should be well behaved and punctual. The Contractor shall be required to change/replace the driver/s in case not found suitable. The drivers should extend all normal courtesy such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance. Drivers should be in uniform, as specified by IWAI, while on duty.
- 11.9 In case of misconduct by driver/s or for any other reason, IWAI may require change of driver/s which will be communicated in writing. In such case, the agency shall replace the driver/s within 48 hrs, failing which IWAI will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.
- 11.10 The drivers should have a cell phone to communicate on duty. The agency should provide cell phone at his cost to driver for communication on duty.
- 11.11 The drivers shall not refuse to go to any place including various destinations as listed in the Scope of Work above in para 2. He may be required to stay outside Delhi NCR at nights whenever the trip is made to places outside Delhi NCR. In such a situation he shall be required to make his own arrangements for food & stay.
- 11.12 In case of complaint by the driver(s) regarding non-payment of wages, IWAI reserves the right to pay advance up to Rs. 5,000/- per month to the driver/s after due notice to the agency, which shall be adjusted against the subsequent bills. This will also attract penalty provisions as specified in the tender
- 11.13 The Contractor shall insure the vehicle at his own cost. He shall indemnify IWAI against any loss or claims which could come to IWAI in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver/s of the vehicle also insured.
- 11.14 The contractor will evolve his own system of ensuring daily and timely availability of drivers and vehicle and will inform IWAI of any delay, if any at least 2 hours in advance of the designated reporting time. In case the driver or the vehicle is not available or in case of in-route stoppage of vehicle for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. In case it is not done by Contractor then IWAI shall be free to make its own arrangement at the **sole risk & cost** of the Contractor. Any expenses thus incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any penalty as specified in the tender.
- 11.15 If no alternative arrangement is made either by the contractor or by IWAI (at the risk & cost of the contractor), then, in addition to any penalty that may be imposed, the monthly lump sum rate will be reduced proportionate to the number of days (either in part or full) vehicle not made available.
- 11.16 IWAI reserves the right to negotiate with the lowest bidder. Such negotiation with the lowest bidder shall not confer any right on the lowest bidder to quote a higher rate than his original quote, withdraw from his offer, or demand any change in the terms & conditions of this contract.

In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited.

11.17 ESCALATION/DE-ESCALATION :

The contract period is for two years and extendable for another one year. During the contract period no change in rates on any account shall be permitted except for rise/fall of price in fuel as and when declared by public sector oil marketing companies. There will be escalation/de-escalation in running Km. rate on account of increase/decrease in the rates of fuel such as diesel/petrol which will be considered after every six months during currency of contract from the 1st day of the following month. The details are as under:-

Escalation/De-escalation due to change in fuel price:

The following mechanism for working out the increase/decrease in rates shall be adopted:

- * The Prices of diesel and petrol in Noida prevailing as on the tender opening date will be taken as the base price for first time revision. In case of subsequent revisions, the prices of fuel prevailing on the date of last revision will be taken as the base price.
- * The escalation shall be worked out by taking average variation in price in all two types of fuels i.e. diesel and petrol.
- * The increase/decrease in rates shall be done only when this average variation is at least 3% and above
- * In case, variation occurs in only one type of fuel also the average shall be calculated by taking the prices of two types of fuel even though the variation in one fuel is nil.
- * The revised rate based on the change in normal fuel price shall be calculated with the formula in the following four steps as under:-

STEP-1

Type of fuel	Fuel price as on date of opening of tender/last revision as applicable	Fuel Price as on due date of rate revision	Variation in price per litre/ per Kg.
Diesel	X per ltr.	A per ltr.	$A-X=M$
Petrol	Yper kg	B per kg	$B-Y=N$

STEP-2

Average variation per litre (K) shall be calculated as :

$$K = \frac{M+N}{2} \quad (K \text{ shall be rounded off to the two decimal places})$$

STEP-3

P = Average price of fuel per Km.

P shall be calculated by taking average mileage of two fuels i.e. diesel and petrol

Mileage of Diesel-driven vehicles will be taken as : 16 Kms./litre

Mileage of petrol-driven vehicles/car will be taken as : 14Kms./Kg.
30 Kms.

Hence, 30 Kms. divided by two will be 15 Kms. per litre.

$$P = K/15 \quad (P \text{ shall be rounded off to the two decimal places})$$

STEP-4

On account of variation in fuel price, the escalation thus shall be worked out as under :

For 2500 Kms., for vehicles on monthly basis	Revised rate= Last accepted rate (for 2500 Kms.) \pm (2500 X P)
For Extra Km.	Revised rate = Last accepted rate \pm P
For Extra day for 80 Kms. & 11 Hrs. for vehicles on monthly basis	Revised rate = Last accepted rate (for 80 Kms. & 11 Hrs.) \pm (80 X P)

The variation in rates shall be effected from the 1st day of the following month after every six months. However, there will be no change in rates for extra hours and night stay charges consequent upon increase/decreases of rates due to variation in Petrol/Diesel.

Vehicles provided to IWAI shall use only authorized fuel i.e. petrol/ diesel with proper entries in RC. Accordingly, the contractor would ensure only such vehicles are provided to IWAI. If any vehicle provided to IWAI is found to be using any other fuel, the contract shall be terminated forthwith besides invoking Contract Performance Guarantee and further action under the terms & conditions of the contract.

11.18 The parking charges, State entry tax, Toll tax & DND charges etc. & other Govt. taxes like VAT/Service Tax etc. as applicable will be paid extra as per actual based on the submission of original receipts/challans etc.

11.19The Contractor shall be required to comply with rules and regulations and laws etc., of the Central Govt., State Govt., Local Govt. or of any competent authority, applicable to the vehicle or the drivers employed for the above work.

11.20The Contractor shall fully indemnify IWAI against all the payments, claims, losses and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.

11.21The vehicle & the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of failure on the part of the Contractor to ensure the same, IWAI management may impose a penalty as per clause 13 in each case of unsatisfactory performance in addition to other remedies available to it under the various

provisions of this contract.

11.22IWAI reserves the right to re-tender or modify the Terms & Conditions of the tender.

12. **AMENDMENT TO TERMS & CONDITIONS**

IWAI reserves the right to make additions/alterations to and/or amend/alter the Terms & Conditions of contract at any stage of the contract.

13. **DAMAGES & RECOVERIES**

Damages upto Rs.2000/- per instance can be imposed by the Secretary on user recommendation or any other authority nominated, in each case of breach of Terms & Conditions of contract &/or unsatisfactory service for each incident on the Contractor. IWAI may also terminate the contract in part or in full in case of prolonged/frequent unsatisfactory service, breach of Terms & Conditions & non-compliance of the instructions of IWAI officials by the Contractor. In case of termination of the contract security deposit shall be liable to be forfeited in full. However, Secretary, IWAI shall be the Authority to consider waiver of any damages imposed under this contract, in part or full, at his sole discretion.

14. **TAX DEDUCTION AT SOURCE**

Deduction towards Income Tax at Source as applicable under the Income Tax Act, 1961 will be made from all payments made to the Contractor.

15. **PAYMENTS**

Payments due to the Contractor will be made on a monthly basis on receipt of bills from the contractor. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the Contractor if the payment is not made within the stipulated period. The quantities are tentative and payment will be made only for quantities actually executed & certified .

16. **ARBITRATION:**

In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the Chairman, IWAI, who will either act as an arbitrator or appoint any other officer of IWAI to act as an arbitrator & whose decision shall be final. The fees and expenses of the arbitrator shall be shared equally between IWAI and Other Party to the dispute i.e. vendor/supplier/ contractor.

For and Behalf of INLAND WATERWAYS AUTHORITY OF INDIA.

ASSISTANT SECRETARY(ADMN)

ALL THE TERMS AND CONDITIONS LISTED FROM PARA 2 TO 16 ALONG WITH THEIR SUB-PARAS IN THIS TENDER DOCUMENT AS WELL AS THOSE MENTIONED IN THE TENDER LETTER HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

(Signature of bidder)

Page 14

ANNEXURE - I

**AGREEMENT FOR ACTING AS “CONTRACTOR”
FOR PROVIDING COMMERCIAL VEHICLES ON MONTHLY BASIS FOR OFFICIAL
USE AT IWAI, NOIDA.**

Contract Agreement No. _____

Dated _____

An agreement made this _____ date of _____ Two Thousand and Fifteen between Inland Waterways Authority of India represented herein by the _____, Inland Waterways Authority of India Noida (hereinafter called IWAI) on the one part and _____ and _____ carrying on business at _____ under the name of _____ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of providing commercial vehicles on hire basis for official use at IWAI, Noida at the rates and under the conditions specified in the tender document.

In consideration of the payment to be made by IWAI, the **Contractor** shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of IWAI and will perform the services in accordance with the Terms and Conditions of the contract with effect from _____ day of _____ 2015 up to _____ day of _____ 2016 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and IWAI hereby agrees that if the **Contractor** observes and honours the said Terms and Conditions of the contract, IWAI will pay or caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

CONTRACTOR

FOR AND ON BEHALF OF IWAI

WITNESSES

WITNESSES

1. _____

1. _____

2. _____

2. _____

ANNEXURE – II , Financial Bid

To,
Secretary
Inland Waterways Authority of India
A-13, Sector-1, Noida- 201301.

**Sub: - OFFER FOR ENGAGEMENT OF COMMERCIAL VEHICLES (AC CARS) ON
MONTHLY HIRING BASIS FOR OFFICIAL USE AT IWAI Head Office Noida.**

With reference to your tender enquiry, we submit our offer as under:

Sl. No.	Maruti Swift Dezire/Tata Indigo/ Honda Amaze or equivalent.	Unit	Qty.	Rate in figures per car / kms / hrs (Rs.)	Rate in Words (Rs.)	Total Amount (Rs.)
A-1	Lump sum monthly rate for the vehicle for up to 2500 kms per month for 11 hours per day	Per Month	5 cars			
A-2	Rate for Extra km after 2500 kms	Per Km	10000			
A-3	Rate for Extra hours after 11 hours duty	Per Hour	20			
	Total					

Note:- (1) The lumpsum rate quoted by the agency will be inclusive of all the charges for the vehicle including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc.

(2) IWAI will pay the charges extra which are in the nature of toll receipts, State entry tax, parking receipts, wherever & whenever applicable as per actual based on the submission of original receipts/challans etc. IWAI will also pay “Service tax” & other Govt. levies, extra as applicable.

(3) The quantities mentioned above are indicative only is meant purely for purpose of evaluation and IWAI shall not be bound in any way to assign the work as per indicative quantity.

(4) The number and type of vehicles mentioned hereinabove may change due to transfers and posting of officers and the same will not form a basis of dispute in future.

(5) The bidder can provide the higher version of cars on the same rates.