



भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION

Tender Document
for
Special Repair of Truck No. SK-03-0557

NIT No. : SID/HQ-22/NIT-01/2011-2012

Estimated Cost : ₹ 187733.00
Earnest Money : ₹ 3755.00
Cost of Tender Document : ₹ 500.00

Executive Engineer
Sikkim Investigation Division,
Tadong, Gangtok,
Sikkim

September 2011

This document is to be signed and stamped and submitted back in original to the Purchaser.	
Tender Sr. No.	
Issued To	
Dated	
Signature and Stamp of E.E office	
This Tender Document contains 18 pages	

JE
Correction 6Nil

SDE
Insertion- Nil

Omission- Nil

EE
Deletion- Nil

PWD-6
Government of India
Central Water Commission
Sikkim Investigation Division
Gangtok

NOTICE INVITING TENDER (NIT)

The Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok (Sikkim) on behalf of the President of India, invites sealed tenders from the reputed agencies/dealers registered with CWC or of equivalent class of CPWD, Railways, NHPC, GREF and SPWD, SNT for the special repair of the Tata Truck SK-03-0557 as per list enclosed at Annexure-I on or before 03.10.2011 upto 1500 hrs. The Tender shall be opened on the same day at 1530 Hrs. Interested Tenderers may participate in the bid opening at 1530 Hrs.

1. Name of Work : **Special repair of Tata Truck No. SK-03-0557**
2. Estimated Cost : ₹ 187733.00 (Rupees One Lakh Eighty Seven Thousand Thirty Three only).
3. Earnest Money Deposit : @ 2.0% of Estimated Cost i.e. ₹ 3755.00 in the form of Cash, Banker's cheque, Demand Draft or Fixed deposit receipt (FDR) of a Scheduled Bank only in favour of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok payable at SBI, Branch: Gangtok.
4. Performance Guarantee : @ 5% of the Tender accepted value shall be deposited as performance guarantee by the successful tenderer.
5. Cost of Tender Paper : ₹ 500.00 (Rupees Five hundred only) Non-refundable and Non-transferable by Demand Draft only, in favour of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok payable at SBI, Branch, Gangtok.
6. Last date of receipt of application for issue of tender : Upto 1600 hrs of 30.09.2011
7. Period and Sale of Tender paper : The Tender documents can be issued from the office of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok from 20.09.2011 to 30.09.2011 between 1100 hrs. to 1600 hrs on all working days after checking of all the valid documents related to works. **Tender document is also available on department web site <http://www.cwc.nic.in>.**
8. Last date of receipt of tender in the office : Upto 1500 hrs. of 03.10.2011
9. Date of Opening of tender paper : At 1530 hrs. of 03.10.2011 in the office of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

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Correction óNil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

10. Download of Tender document : Blank Tender document can also be downloaded from our department website **www.cwc.nic.in** and in this case Tenderer have to be pay the amount of ₹ 500/- by Demand Draft, Banker's cheque or cash alongwith the tender prepared in the downloaded document.
11. Time for Completion of Work : 45 (forty five days) days from the date of issue of letter of acceptance.

Sd/-
Executive Engineer
For and on behalf of the President of India
Sikkim Investigation Division
Tadong, Gangtok- 737102 (Sikkim)
Telefax: 03592-231887
Email: sidgangtok_cwc@yahoo.in

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

1. The Chief Engineer, TBO, CWC, Siliguri.
2. The Superintending Engineer, Investigation Circle, CWC, Gangtok.
3. The Director, Software Management Directorate, Central Water Commission, Room No. 618 (S), Sewa Bhawan, R.K.Puram, New Delhi-110 066. The soft copy has been sent to your office by email on smdte@nic.in.
4. Accounts Branch, SID, CWC, Gangtok
5. Notice Boards: Chief Engineer (TBO) Office, Siliguri, S.E (I.C) Office and Division Office, Gangtok.

Executive Engineer
For and on behalf of the President of India

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

REGION : TEESTA BASIN ORGANIZATION, CWC, SILIGURI
CIRCLE : INVESTIGATION CIRCLE, CWC, GANGTOK
DIVISION : SIKKIM INVESTIGATION DIVISION, CWC, GANGTOK.

TENDER & CONTRACT SPECIAL REPAIR OF VEHICLE

Tender for : Special repair of truck No. SK-03-0557.

- (i) To be submitted by 1500 Hrs. on 03.10.2011 to Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.
- (ii) To be opened in presence of tenderer(s) who may be present at 1530 hrs. on 03.10.2011 in the office of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

Issued to: _____

(Tenderer)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER

1. I/We have read and examined the notice inviting tender, all the terms and conditions, Schedules & other Documents and Rules referred to in the conditions of Tenderer and all other contents in the tender documents for the **Special repair of Tata Truck No. SK-03-0557**.
2. I/We hereby tender for the **Special repair of Tata Truck No. SK-03-0557** specified for the President of India within the time specified and in accordance in all respects with the specifications and instructions in writing referred to in this tender document.
3. We agree to keep the tender open for ONE HUNDRED EIGHTY (180) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. A sum of ₹ 3755.00 is hereby forwarded in CASH/DEMAND DRAFT of a Scheduled Bank as Earnest Money. If I /We fail to complete 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 for this works referred to in the tender documents upon the terms and conditions contained or referred to therein.
5. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.
6. I/We agree that should I/We fail to complete the work specified in the above memorandum within the time specified, an amount equal to the amount of the

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Correction óNil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

earnest money mentioned in the form of invitations of tender shall be absolutely forfeited to the president of India and in case of non-delivery of the ordered materials in time or/and for any other bad delivery performance or/and failure to render contracted service during the warranty period (summarily non compliance of due performance of contract by the supplier to whom order has been awarded), the Performance Security Deposit will be forfeited.

7. I/We hereby certify that none of my relative(s) is/are employed in the Central Water Commission.

Dated.....

Signature of Tenderer

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE OF TENDER

No.....
the

From,
The Executive Engineer,
Sikkim Investigation Division,
Central Water Commission,
Tadong, Gangtok- 737 102

To,

Subject: **Special repair of truck No. SK-03-0557..**

Dear Sir (s),

Your tender for the work mentioned above has been accepted on behalf of the President of India at your tendered/negotiated tender amount of ₹.....(Rupeesonly), which is% below/above the estimated cost of ₹(Rupeesonly).

2. You are requested to submit the performance security/guarantee of ₹ (Rupeesonly) within 15 days of issue of this letter. The performance guarantee shall be in the prescribed form as provided in clause 1 of the General Condition of Contract for CPWD Works, and shall be valid upto

3. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.

4. Please note that the time allowed for carrying out the work as entered in the tender (.....days/weeks/months) shall be reckoned from the 20 days after the date of issue of this letter.

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

- i) Notice Inviting Tender.
- ii) Letter or Tenderer submitting tender.
- iii) Terms and Conditions of tender for the **“Special repair of Tata Truck No. SK-03-0557”**, terms and conditions for Tenderer & schedule of quantities.
- iv) Other letters of Tenderer and the departmental officers that were exchanged before the tender is accepted.
- v) Letter of Executive Engineer communicating acceptance of the tender.
- vi) Work Order will be issued by the Executive Engineer regarding “Special repair of Tata Truck No. SK-03-0557” (after receipt of the Performance Guarantee by the Tenderer.)
- vii) Contract agreement in the given proforma.

Yours faithfully,

Executive Engineer
For and on behalf of the President of India
Sikkim Investigation Division, Central Water Commission, Gangtok

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Correction óNil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

**TERMS AND CONDITIONS OF TENDER FOR THE
SPECIAL REPAIR OF TRUCK NO. SK-03-0557**

1. Blank tender document can be had in person by depositing the cost of tender as mentioned above (non-refundable) with the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok between 1100 hrs. to 1600 hrs. on all working days from 20.09.2011 to 30.09.2011 after checking of all the valid documents related to works.
2. While applying for the Tender Documents, Permanent Account Number and Service Tax Number should be quoted in the application along with the proof of having carried out the works as stated above and latest ITCC (Prof of tax paid).
3. The Tender accompanied with Earnest Money must be submitted not later than 1500 hrs. on 03.10.2011 into specified tender box placed at the office of Executive Engineer, Sikkim Investigation Division, CWC, Gangtok Tenders received thereafter will not be accepted. The Notice Inviting Tender and date of opening should be clearly written on the envelope, otherwise the tenders may be rejected/not opened at all.
4. The Tender shall be placed in a sealed envelop, marked on it "**Tender for the Special repair of Truck No. SK-03-0557**". The tender received after due date will not be accepted and will be returned un-opened to the firm. The undersigned will not be responsible for the postal delays.

The Tender will be opened on the same day at 1530 Hrs in the presence of the tenderers or their authorized representatives, if any. If the date of opening of the tenders falls on a holiday, the quotations shall be opened on next working day at the same time. The other terms and conditions will remain unchanged.

Blank Tender Document can also be downloaded from our website www.cwc.nic.in and in this case, the bids should be accompanied with the following documents:

- a. The cost of blank tender document in the form of Bank draft of Rs. 500.00 in the name of Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.
- b. Application having quoted rates by downloading from website along with the proof of work experience, PAN, latest Income Tax Return also.

EXECUTIVE ENGINEER, SIKKIM INVESTIGATION DIVISION, CWC, GANGTOK, RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE REPAIR WORK TO DEFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

5. Telegraphic Tender/Tender through FAX or email will not be considered.
6. Every tenderer must go through the terms and conditions carefully and understand them before submitting his tender. No excuse that the conditions have not been read or understood will be entertained later.
7. Tenderers participating in the tender should have at least 6 months standing in the repair works of the truck. Similar works should have been done to a government department or Institution. List of such repair works in the last three years along with performance certificate from such Deptt./ organization on the satisfactory repair and maintenance of the equipment should be enclosed to the application for purchase of tender documents.
8. The items/parts should be of standard quality and specifications as mentioned in the schedule. The materials should preferably carry IS Certification and must be guaranteed against manufacturing defect for a period of 6 months from the date of completion of the repair work.
9. Tender should be submitted only for the item given in the schedule. When the offer is for an item having different specifications/features functions, the difference between the item called for and the one offered by the tenderer shall be highlighted in the offer itself. The advantages shall also be mentioned.

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10. The schedule of the items attached gives only estimated requirements of this office. Notwithstanding the estimate or probable quantity or number, the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok has the right to alter any quantity or any number of the articles mentioned in the schedule from time to time or not to order any quantity or any number of any such articles at all.
11. The items to be supplied should be branded and their technical specification must be enclosed with the tender. The brochures /leaflets of products shall also be enclosed with the tender.
12. Any attempt on the part of the tenderer or their agent to influence the department will disqualify such tender.
13. (a) Each tender must be accompanied by an Earnest Money Deposit of Rs. 3755.00. Otherwise, the tender will be rejected without notice. The amount should be paid either by Cash or by demand draft/banker's cheque payable to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok. Non enclosure of Earnest Money Deposit with the tender will result in rejection of the tender without further scrutiny.
(b) The Earnest Money will be returned to the unsuccessful tenders but retained in the case of successful tenderer for a period of six month.
14. In the case of firms which are registered with the Chief Engineer, Teesta Basin Organization, Central Water Commission, Siliguri attested Photostat copy of the certificate issued by the above office should be furnished along with the tender for exempting them from payment of Earnest Money Deposit
15. No interest will be allowed on Earnest Money Deposit.
16. The Tenderer is at liberty to quote for one or more or all the items. The rates of these items will be considered separately and individually.
17. The rates should be quoted F.O.R. Sikkim Investigation Division, CWC, Tadong, Gangtok (Sikkim) only .
18. The rate should be quoted both in figure and in words. Special care should be taken to write the rate in figure as well as in words in such a way that interpolation is not possible.
19. No insurance charges are payable by this office. The repair work should be made at the firm's own risk for damages and breakages occurring in transit, the articles thereof should be replaced. VAT at the rate admissible may be levied.
20. The rate quoted should be valid for acceptance for a period of 180 days from the date of opening of the tender and once accepted should be firm and unaltered during the contract period.
21. The firms are required to quote their lowest rates comparable to the rate quoted for other firms elsewhere. The quoted rate, if found at a later date to be higher compared to the rates offered to any other institution, the difference in cost will be liable to be recovered/adjusted from the subsequent payment including security deposit etc. to the supplier firm.
22. No Tenderer shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rate quoted by him during the currency of the contract period. Clerical and typographical error etc., committed by the tenderer in the tender form shall not ordinarily be considered after the opening of the tender.
23. Conditional tender will not be considered under any circumstance and the tender containing any conditions shall be summarily rejected without any further correspondence.
25. Tender not stipulating period of delivery and tender with price variation clause/subject to prior sale conditions shall be rejected.
26. Every correction in the tender should invariable be authenticated by the tenderer, failing which the tender will be rejected. Tender submitted should be duly authenticated (signed by the tenderer) on each page of tender.

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Correction óNil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

27. Test certificate of the manufacturer should be furnished along with the work.
28. Selection of tenders would very much depend upon the efficacy/ quality of the works offered.
29. Withdrawal of tenders will not be entertained after tenders have been opened. Any Firm, which indulges in withdrawal, shall be Black listed.
30. The repair works shall be inspected by the Executive Engineer, SID, CWC, Gangtok or an authorized representative of the department before taking delivery.
31. **Penalty** : Except under circumstances beyond the control of firm, penalty @ 0.15% per day shall be charged for a period of 10 days beyond the stipulated date of completion of works. If the firm fails to execute the work order even after 10 days beyond the stipulated date, the order shall be cancelled and he/they shall be blacklisted and will be debarred from participation in any bid in Central Water Commission.

TERMS AND CONDITIONS FOR CONTRACT

1. In this deed of contract, unless the context otherwise requires:

EE shall mean the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok and shall include his successors.

The Tenderer shall mean the tenderer whose tender shall be accepted by Executive Engineer, Sikkim Investigation Division, CWC, Gangtok and shall include such tenderers, heirs, legal representatives, successors and assignees.
- 1.1 The Tenderer shall be deemed to have carefully examined all the papers, schedules, etc. attached to the NIT. If he has doubt as to the meaning of any portion of any condition/ specification, etc. he shall before signing the contract submit the particulars thereof to Executive Engineer, Sikkim Investigation Division, CWC, Gangtok in order that such doubts are cleared.
- 1.2 The Work shall be completed within stipulated time/ period as mentioned in the work order. If the Tenderer fails to work within stipulated time Executive Engineer, Sikkim Investigation Division, CWC, Gangtok may recover it from the Tenderer in manner mentioned in subsequent clauses of this section.
- 1.3 In case of withdrawals or amends or impairs or derogates or non-compliance of Tender conditions(s) of the offer in any respect within the validity period of the tender or refusal of furnishing PERFORMANCE GUARANTEE in the event of getting intimation of awarding the Work Order or if the Tenderer fails to do the work within stipulated time, the Earnest Money Deposit will be forfeited.
- 1.4 All items should be supplied strictly in accordance with the approved specifications. The items supplied by the Tenderer which in the opinion of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok, is found faulty or unfit for use shall be rejected. The opinion of EE thereon in all respect will be final and conclusive and altogether operative and binding on the Tenderer and shall not be open or subject to question or dispute by the Tenderer on any ground whatsoever. If the items are not satisfactory and do not meet the specification offered by the firm the same will have to be removed from the office of EE immediately after receipt of intimation at the firm's own expenses.
- 1.5 If the items supplied by the Tenderer has been partially or wholly used in the offices and subsequently found to be inferior in quality or description or are not in accordance with the specification or otherwise faulty or unfit for or unwholesome, then the contract price or prices of the items will be recovered from the Tenderer, if payment had already been made to him. Otherwise Tenderer will not be entitled to any payment whatsoever.
- 1.6 The Tenderer should be prepared to accept orders subject to the penalty clause for forfeiture of security deposit in the event of default or failure to work within the stipulated period.

TERMS OF PAYMENTS

- 2.1 **Payment Terms: No advance payment would be made.** Only those firms are requested to send their bids which are willing to abide by the payment terms indicated above.

The payment will be made by Cheque/Demand Draft drawn on State Bank of India on receipt of said items at Sikkim Investigation Division, CWC, Tadong, Gangtok (Sikkim) after completion of full Tenderer in correct and good conditions subject to fulfillment of all other terms and conditions of agreement to be entered into subsequently. The commission charged for the preparation of Demand Draft would be borne by the Suppliers.
- 2.2 The firm shall submit bill (in triplicate) along with an advance stamped receipt immediately after execution of the work order in full for making payment.
- 2.3 Income Tax will be deducted from payments made to suppliers at the prescribed rate by Govt. of India.

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Correction 6Nil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

PERFORMANCE GUARANTEE

3.1 **The Tenderer shall submit an irrecoverable PERFORMANCE GUARANTEE of 5% (five percent) of the tender amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within three days of the date of issue of acceptance of tender.** This guarantee shall be in the form of :

- (a) An irrecoverable bond of any scheduled bank or the State Bank of India in the prescribed form given on next page.
- (b) Fixed Deposit Receipt of a Schedule Bank.
- (c) Banker's cheque/Demand Draft/Pay Order of a Scheduled Bank.

In case a fixed deposit receipt of Bank is furnished by the Tenderer to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Tenderer and the Tenderer shall forthwith on demand furnish additional security to the Government to make good the deficit.

3.2 A letter of acceptance of tender shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the work order shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the Tenderer to furnish the performance guarantee within the specified period, Government shall without prejudice to only other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

3.3 The Performance Guarantee shall be valid up to the date of completion of work order plus the warranty period of the delivered stores. In case the time for completion of work gets extended, the Tenderer shall get the validity of Performance Guarantee extended to cover such extended time as well as the warranty period of the delivered stores.

The Performance Guarantee will be returned to the Supplier after satisfactory completion of the delivery as well as warranty period of the delivered stores as per terms and condition of the contract.

3.4 NO INTEREST IS PAYABLE ON THE PERFORMANCE GUARANTEE AMOUNT.

3.5 The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and /or without prejudice to only other provisions in the contract agreement) in the event of:

- (a) Failure by the Tenderer to extend the validity of the Performance Guarantee as described herein above, in which event the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok may claim the full amount of the Performance Guarantee.
- (b) Failure by the Tenderer to pay President of India any amount due, either as agreed by the Tenderer or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this office effected by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

3.6 In the event of the contract being determined or rescinded provisions of any of the clause/ condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

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Correction óNil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

- 4.1 In consideration of the President of India (hereinafter called the Government) having offered to accept the terms and conditions of proposed agreement between the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok and _____ [hereinafter called the said Tenderer(s) *] for the **“Special repair of Tata Truck No. SK-03-0557”** at Sikkim Investigation Division, CWC, Gangtok” (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for ₹ _____ (Rupees _____ only) as a performance Guarantee from the Tenderers (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
- We _____ (indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertaken to pay to the Government an amount not exceeding Rs. _____ (Rupes _____ only) on demand by the Government.
- 4.2 We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Tenderer (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee.
- However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
- 4.3 We, the said Bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Tenderer(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.
- The payment so made by us under this Bond shall be valid discharge of our liability for payment there under, and the Tenderer(s) shall have no claim against us for making such payment.
- 4.4 We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged, or till the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok on behalf of the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contactor(s), and accordingly discharges this guarantee.
- 4.5 We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said agreement or to extend time of performance by the said Tenderer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Tenderer (s) and to for bear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Tenderer (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 4.6 This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Tenderer (s).
- 4.7 We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.
- 4.8 This Guarantee shall be valid upto _____ unless extended on demand by Government, Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a

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Correction óNil

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Insertion- Nil

Omission- Nil

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Deletion- Nil

claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____ For _____

(Indicating the name of Bank)

5. **The successful tenderer shall be required to sign the contract agreement in the given proforma with the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok within 3 days form the date of issue of work order.**

6. **ESCALATION**

No escalation is applicable in this contract.

7. **TERMINATION OF CONTRACT**

7.1 The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall forfeit the Security Deposit.

7.2 Executive Engineer, Sikkim Investigation Division, CWC, Gangtok reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the corporation in this regard shall be final and binding on the Tenderer.

8. **ARBITRATION (Clause 25 of General Condition of Contract, 2010)**

The Clause 25 “Settlement of Disputes & Arbitration” of the General Conditions of the contract of CPWD as stated below shall be applicable to this contract/ agreement also:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the Tenderer considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge (EE) on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the **Superintending Engineer, Investigation Circle, CWC, Gangtok** in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the Tenderer’s letter. If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Tenderer is dissatisfied with the instructions or decision of the Superintending Engineer, the Tenderer may, within 15 days of the receipt of Superintending Engineer’s decision, appeal to the **Chief Engineer, Teesta Basin Organisation, CWC, Siliguri** who shall afford an opportunity to the Tenderer to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of Tenderer’s appeal. If the Tenderer is dissatisfied with this decision, the Tenderer shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix XV of CPWD Works Manual, 2010, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through

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Correction óNil

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Insertion- Nil

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Omission- Nil

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Deletion- Nil

arbitration by a sole arbitrator appointed by the Chief Engineer, TBO, CWC, in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Chief Engineer, TBO, CWC as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the Tenderer does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge (EE) that the final bill is ready for payment, the claim of the Tenderer shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

9. SUB-CONTRACTS

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

CONTRACT AGREEMENT

No. _____

Dated: _____

This agreement for the work “**Special repair of Tata Truck No. SK-03-0557**” is made on the _____ day of _____ 2011 between **Executive Engineer, Sikkim Investigation Division, CWC, Gangtok** (herein after called the Purchaser) of the one part and M/s. _____ (herein after called the supplier) of the other part.

WHEREAS the purchaser is desirous that following _____ items should be supplied:

S. No	Name of Items	Particular	Qty.

And has placed a work order, on the basis of your tender No. _____ submitted to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok for the work of above mentioned _____ items for the sum of Rs. _____ (Rupees _____ only) inclusive of Sales Tax, Excise Duty, Packing and Forwarding, Freight, Octroi and other charges tec.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be made deemed to form and be read and construed as part of this agreement viz.:
 - (a) Notice Inviting Tender;
 - (b) Letter of Tenderer submitting Tender;
 - (c) Terms and Conditions of tender for the “**Special repair of Tata Truck No. SK-03-0557**”, terms and conditions for Tenderer & schedule of rates;
 - (d) Other letters of Tenderer and the department officers that were exchanged before the tender is accepted.
 - (e) Letter of Executive Engineer communicating acceptance of the tender; and
 - (f) Work order No. _____ dt ____ issued by the Executive Engineer regarding work (after submission of the PG by the Tenderer).
3. The consideration of the payments to be made by the purchaser to the supplier as herein after mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in the conformity in all respects with the provision of the contract.
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price of such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplier/provided by the Supplier are as under:-

JE
Correction óNil

SDE
Insertion- Nil

Omission- Nil

EE
Deletion- Nil

SCHEDULE OF QUANTITIES FOR SPECIAL REPAIR OF TRUCK NO. SK-03-0557

Name of Work: - Special repair of Departmental Truck No. SK-03/ 0557.

Sl. No	Details of Work	Rate in ₹		Amount in ₹	
		In figure	In words	In figure	In words
1	2	3	4	5	6
1	Dismantling of complete body dala portion, wooden floor & floor beams including removing all nuts & bolts and angle from the frame works.				
2	<u>SPWD-16.4.b. (page-19)</u> Providing, fitting and fixing of dressed Sal timber in all types of frames complete. b) with locally available timber				
3	Complete dash board & mud guard cutting out and full repairing and properly fitting by gas welding including scarp out old painting and complete putting, priming, painting, rubbing, polishing etc including supply of all materials				
4	Complete cabin & floor, door cutting out the damage portion and full new materials fitting, complete seat repairing and fitting including complete putting, priming, painting, rubbing and polishing etc and supply of all materials. The frame work should be used season Sal wood				
5	<u>SPWD-SR-23.1a. (page 32)</u> Providing and applying priming coat with ready mixed pink on timber work including preparation of the surface by thoroughly cleaning and sand papering etc complete				
6	<u>SPWD-SR-23.2.a. (page 32)</u> Providing and painting with ready mixed paint of approved quality and shade with two or more coats to given and smooth shade including clearing the surface complete on new surface				
7	F.I. pump calibrating remove and refitting including supply of materials.				
8	Engine tuning and necessary checking.				
9	Opening of water pump and repairing & re-fitting.				
10	4 wheel break lining opening and new break lining fitting including supply of materials.				
11	4 wheel hub greasing.				
12	Master cylinder and other break parts repairing.				

13	4 side spring main leaf change and re-setting.				
14	Complete wearing opening and new wearing fitting and fixing including supply of materials.				
15	Steering box opening and new box fitting.				
16	Tie rod end new fitting including supply of materials.				
17	King pin bearing & bush change including supply of materials.				

Executive Engineer

For and on behalf of the President of India
Sikkim Investigation Division, Central Water Commission, Gangtok

JE
Correction 6Nil

SDE
Insertion- Nil

Omission- Nil

EE
Deletion- Nil