UJVN LIMITED

(A Govt. of Uttarakhand Enterprise)



OPEN TENDER DOCUMENT

FOR

"Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot-Tiuni & Hanol-Tiuni Projects works for period of one year".

Office of Executive Engineer (Civil)
Arakot Tiuni Project, Dakpathar,
Dehradun.

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SECTION – I

NOTICE INVITING TENDER

Notice inviting Tender

Office of the Executive Engineer (Civil), Arakot-Tiuni Project, UJVN Limited, Dakpathar, Dehradun invites sealed and separate bid from eligible bidders for the following work. Brief summary of work and detail of bid is given below:-

NIT Number	01/EE(Civil)/AT/2025-26
Name of Work	"Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot-Tiuni & Hanol-Tiuni Projects works for period of one year."
Approximate Value of bid	Rs. 4,68,250.00 only (Excluding GST & Fuel charge)
Earnest Money Deposit	Rs. 12000.00 only
Cost of Tender Document	Rs. 295.00 only (including GST @18%). (DD in favor of DGM (CIVIL) Arakot-Tiuni & Tiuni-Plasu Project, payable at Dakpathar (Non refundable) Transaction charges extra as applicable.
Availability of Bid document	From dated 09.09.2025 at 17:00 Hrs
Last date for Downloading of Bid documents	23.09.2025 up to 16:00 Hrs.
Last date for submission of Bids	23.09.2025 up to 17:00 Hrs.
Opening date of Bids	24.09.2025 at 11:30 Hrs.
Time of Completion	365 days
Bid Validity	120 days after the deadline date for Tender submission

NOTICE INVITING TENDER



UJVN LTD.

H.O.: "UJJWAL", Maharani Bagh, G.M.S. Road, Dehradun-248006
Telephones: 0135-2763808, Fax: 0135-2763508
CIN No.U40101UR20015GC025866,

Office of the Executive Engineer (Civil), Arakot Tiuni Project, Dakpathar, invites sealed tenders from interested parties. Brief summary of tender is given below :

Tender No.-01/EE (Civil)/AT/2025-26,

Name of work. "Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot Tiuni & Hanol-Tiuni Projects works for period of one year".

Estimated cost	: Rs. 468250.00 (GST & fuel extra)
Date of availability of bid document on website	: 09-09-2025 From 17:00 Hrs.
Last date for submission of tender	: 23-09-2025 Upto 17:00 Hrs.

For fuller & further details, kindly visit our website. The tender documents can be downloaded from the Nigam's website "www.ujvnl.com"

Executive Engineer (Civil) Arakot Tiuni Project, Dakpathar. "Avoid wasteful use of Electricity



UJVN LTD. H.O.: "UJJWAL", Maharani Bagh, G.M.S. Road, Dehradun-248006 Telephones: 0135-2763808, Fax: 0135-2763508 CIN No.U40101UR2001SGC025866,

अल्प कालिक निविदा सूचना

कार्यालय अधिशासी अभियन्ता (जानपद) आराकोट त्यूनी परियोजना, यूजेवीएन लिमिटेड, डाकपत्थर, इच्छुक निविदादाताओं से मुहरबंद निविदा आमंत्रित करता है, जिसका संक्षिप्त विवरण निम्नवत है:-

निविदा संख्या : 01/EE (Civil)/AT/2025-26,

कार्य का नाम : "आराकोट त्यूनी एवं हनोल त्यूनी परियोजना के कार्यो के प्रयोगार्थ हेतु एक हल्का डीजल वाहन (महिन्द्रा मेंक बोलेरो / टी०यू०वी० ३०० या समकक्ष) पूल वाहन ड्राइवर सहित एक वर्ष के लिए किराये पर लगाने का कार्य"

अनुमानित लागत	: 468250.00 (जी०एस०टी० व ईधन अतिरिक्त)
वेबसाइट पर निविदा प्रपत्र की उपलब्धता की तिथि	: 09.09.2025, सायं 17:00 बजे से
निविदा जमा करने की अन्तिम तिथि	: 23.09.2025, सायं 17:00 बजे तक

अन्य जानकारी हेतु कृपया हमारी वेबसाइट देखें, निविदा प्रपत्र निगम की वेवसाइट "www.ujvnl.com" से डाउनलोड किये जायेगें।

अधिशासी अभियन्ता (जानपद) आराकोट त्यूनी परियोजना, डाकपत्थर,

"Avoid wasteful use of Electricity

SECTION - II

INSTRUCTIONS TO BIDDERS

Instructions to Bidders (ITB)

UJVN Limited, a Public Sector Undertaking of the State Government of Uttarakhand with its headquarters at "UJJWAL" Maharani Bagh, GMS Road, Dehradun - 248006, in the state of Uttarakhand in India, invites Sealed tenders in two separate parts, Part-I (Technical Bid) and Part-II (Price Bid) against NIT No. 01/EE(Civil)/AT/2025-26 for "Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot-Tiuni & Hanol-Tiuni Projects works for period of one year" from the eligible bidders.

The Tender shall be received up to 17:00 Hours (IST) on 23.09.2025 on prescribed tender form downloaded from UJVN Ltd. Website www.ujvnl.com at any of the following offices for "Place of submission of Tender". The tender shall be opened publically in the office of Executive Engineer (Civil), Arakot Tiuni Project, Lakhwar Bhawan, Dakpathar, Dehradun, on 24.09.2025 at 11:30 Hours (IST).

Place of submission of Tender

1	Office of the Executive Engineer (Civil), Arakot -Tiuni Project, , Dakpathar, Dehradun – 248125.
2	Manager (A&S), UJVN Ltd, "Ujjawal", G.M.S. Road, Maharani Bagh, Dehradun - 248006.

1. Scope of Bid

- 1.1. The UJVN Ltd. hereinafter referred to as Employer invites Bids for "Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot Tiuni & Hanol-Tiuni Projects works for period of one year" as described in these documents and referred to as "the service/works". The name and identification number of this NIT is provided in the Tender Notice/Detail NIT.
- 1.2. The successful Bidder will be required to complete the service/work in the time for completion as specified in the Bid Document.
- 1.3. Throughout these documents, the terms "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.) are synonymous.
- 1.4. The word "Tender" & "Tenderer" appearing in these documents would also mean "Bid" & Bidder" respectively.

2. Eligible Bidders

This Invitation for Bid is open to:

All eligible Bidders meeting the Qualifying criteria as defined in ITB clause 3 for "Qualification of the Bidder".

Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

Joint venture / Consortium / any form of association are not acceptable.

Vehicle model should not be older than 3 Years as on date of invitation of tender i.e. **Year 2022** and should be registered as commercial Taxi.

3. Qualification of the Bidder

The Applicant shall fully meet all the following criteria:

The Bidder should either be a Travel Agency or Owner of the Vehicle(s) and vehicle must be registered as taxi with RTO. In case bidder is Travel Agency, Bidder should have proven experience as Sole Contractor, as stipulated in succeeding paragraphs. For owner of vehicle, No experience is required. Bidder should include the following information and documents with the part - I of their bids.

3.1. Technical Experience (Only for Travel Agency):

Experience of having satisfactorily completed <u>similar works</u> as Prime contractor in Govt. department or Govt. Organization or PSU or PPP mode or Public Limited Company during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following-

I. Three similar satisfactorily completed works each costing not less than the amount equal to 40% of the estimated cost

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II. Two similar satisfactorily completed works each cost less than the amount equal to 50% of the estimated cost

OR

- III. One similar satisfactorily completed work costing not less than the amount equal to 80% of the estimated cost.
- Note: Here similar works means "Providing 4 wheeler vehicle for at least 1 year". Such work experience shall be established by details of work executed by bidder against work whose experience certificate has been issued by concerned authority.

However the condition is not applicable for owner of vehicle who intends to participate in bidding.

3.2. <u>Financial Capacity:</u> Average Annual Financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. Financial standing should be established through latest ITCC, Annual reports (balance sheet & profit & loss account) of last 3 years.

However the condition is not applicable for owner of vehicle who intends to participate in bidding.

- 3.3. Each bidder must produce:
 - (a) Without submission of following, Bid shall not be processed further:
 - i. Earnest money in desired shape as stipulated in SECTION-I: Notice inviting Tender
 - ii. Tender cost in form of Demand Draft as stipulated in SECTION-I: Notice inviting Tender
 - iii. Duly signed Form of Application in a prescribed Format-I "Form of Application" under section SECTION-V FORMAT-I of tender document
 - iv. Non-judicial stamp paper of Rs. 100/- with proper signature by the Bidder in a prescribed Format-II "Form of Declaration" under section SECTION-V of tender document.
 - v. Non-judicial stamp paper of Rs. 100/- with proper signature by the Bidder in a prescribed Format-IV "Bid Validity" under section SECTION-V of tender document
 - **(b)** Each Bidder must produce self attested copy of following documents for consideration of prequalification criteria:
 - i. The PAN Number of Bidder
 - ii. Valid GST Registration Certificate-Bidder who does not possess GST number of Uttarakhand, must enclosed an undertaking that after awarding the contract of tendered work he/she will produce GST certificate of Uttarakhand within one month from the date of LoI and until unless GST registration of Uttarakhand is produced before Engineer-in Charge, payment, whatsoever shall not be claimed.
 - iii. EPF registration applicable if bidder is a Travel Agency.
 - iv. Audited Balance sheet and Profit & Loss statements duly certified by the Charted Accountant for the past three years ending 31st March of the previous financial year. Auditor's reports in support of turnover must be enclosed, if applicable.
 - v. TDS certificates of last financial year issued from employers where bidder has performed the contracts (If bidder is unable to produce audited balance sheet of last financial years owing to under process, in that case TDS certificate shall be considered for turn-over purpose).
 - vi. Experience Certificates in support of past experience. Without producing experienced/ performance certificate technical eligibility shall not be considered. Also, it is the sole responsibility of bidder to establish 'similar work' as stipulated in Clause 3.1.
 - vii. Copy of Valid All India Permit, vehicle Insurance, Road Permit, Fitness and Registration Certificate.

However the above condition 3.3 (b) iii, iv, v, vi shall not be applicable for owner of vehicle who intends to participate in bidding.

- 3.4. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i. made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
 - ii. Record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion, litigation history, or financial failures etc.
 - iii. Participated in the previous Bidding for the same work/supply and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

4. Cost of Bidding

- i. Bidder shall bear all costs associated with preparation and submission of Bids, and the Employer will, in no case, be responsible or liable for these costs, regardless of the proceedings or outcome of the Bidding process.
- ii. The Bidder is expected to examine carefully all instructions, Forms, Bill of Quantities, qualification information and other schedules, General and Special conditions of contract, specifications and other information in the Bidding documents. Failure to furnish all information, as required by the Bid documents, or submission of a Bid not substantially responsive to the Bid documents in every respect will be at the Bidder's risk and Bids shall be rejected.
- iii. Site Visit Site visit before Bidding is not mandatory. However, Bidders in their own interest and at their expense may visit the site to check the actual condition prevailing at site. The Bidder shall visit the site and acquaint himself fully of the conditions and no claims what so ever will be entertained on the plea of ignorance or difficulties involved in the execution of work or for carriage of materials, storage, stacking etc. of material.

5. Cost of Bid Document

The cost of Bid document is **Rs 295/- only (inclusive of 18% GST)**. The cost of Bid documents is non-refundable. The cost of Bid documents is to be deposited in the form of Demand Draft drawn in favour of "Dy. General Manager (CIVIL), Arakot Tiuni Project payable at PNB Dakpathar, Dehradun".

Transaction charges extra as applicable.

6. Clarification of Bid Documents

The Bidders are requested to submit any query online within 10 days after publishing of Bid. Any modifications in the Bid documents, which may become necessary, shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 7 of ITB.

7. Amendment of Bidding Documents

- 7.1. At any time prior to the deadline for submission of Bids , the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend terms and conditions originally stipulated in the Bid documents, by issuing addenda.
- 7.2. Any addendum thus issued shall be part of the bidding documents and shall be uploaded on the Nigam's website. The bidders are advised to visit the Nigam's website regularly.
- 7.3. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing the Bid, the Employer may, at its discretion, extend the deadline for the submission of Bids.

8. Language of Bid

Bids prepared by Bidder and all correspondences and documents related to the Bid exchanged by Bidder and the Employer shall be written in English language.

9. Submission of Bid

- 9.1. Part I; Technical Bid The sealed envelope containing this part of the bid shall be super scribed as "Part–I; Technical Bid against NIT No. 01/EE(Civil)/AT/2025-26" and this part shall contain following documents:
 - i. Duly filled and signed Downloaded Application Form in original, which has been used for downloading the tender document from UJVN Ltd. Website.
 - ii. Duly signed tender document.
 - iii. Demand Draft amounting to Rs 295/- only (inclusive of 18% GST) drawn in favour of "Dy. General Manager (CIVIL), Arakot-Tiuni & Tiuni-Plasu Projects" payable at PNB Dakpathar, Dehradun".
 - iv. EMD/Bid security amounting to Rs. 12000.00 (Rs. Twelve Thousand only) in the form of FDR/CDR/TDR duly pledged in favour of "Dy. General Manager (CIVIL), Arakot-Tiuni & Tiuni-Plasu Project" having validity of not less 180 (one hundred eighty) days from the date of opening of Rids
 - v. Agreement of validity of bid on non-judicial stamp paper of Rs.100/- with signature of Bidder.
 - vi. Self Attested copy of PAN Card,
 - vii. GST Registration Certificate (if applicable).
 - viii. Self Attested copy of relevant documents pertains to Qualification criteria pursuant to ITB Clause 3.
 - ix. Amendment, if any, pursuant to ITB Clause.
 - x. Form of declaration Format-II (as per enclosed proforma).
 - xi. Copy of Valid All India Permit, vehicle Insurance, Road Permit, Fitness and Registration Certificate
- 9.2. Part-II; Price Bid It must contain price bid only. The sealed envelope containing this part of the Bid shall be super scribed as "Part II; Price Bid against NIT No. 01/EE(Civil)/AT/2025-26". Rates must clearly be mentioned in Indian Rupees, in words as well as in figures. Prices mentioned by bidder in the Price bid should be firm and not subject to variation on any account and must be inclusive of all consumables except fuel (Diesel). The rates quoted should be inclusive of passenger tax, insurance, fitness, road tax, salaries of driver & repair charges of vehicle etc. except GST, which shall be paid extra as per applicable rates. No material relating to any technical matters shall be included in the Price Bid. All pages and corrections, if any, in the document submitted shall be signed by the Bidders.

THIS PART OF THE BID SHALL BE OPENED ONLY FOR THOSE BIDDERS, WHOSE PART-I OF THE BID HAS BEEN DECLARED QUALIFIED.

10. Bid Prices

- 10.1. The bidder should quote its rates for each item separately in the bill of quantity.
- 10.2. The price mentioned should be inclusive of all consumables except fuel (Diesel). The rates quoted should be inclusive of passenger tax, insurance, fitness, road tax, salaries of driver & repair charges of vehicle etc. except GST, which shall be paid extra as per applicable rates..
- 10.3. The rates and prices quoted by the Bidder shall remain firm for entire contract period or extension thereof. No escalation shall be allowed under any circumstances.

11. Currencies of Bid

The rates and the prices shall be quoted by the Bidder in Indian Rupees (INR) only.

12. Bid Validity

12.1. Bids shall remain valid for a period of 120 (one hundred twenty) days after the deadline date for Tender submission. Bids valid for a shorter period shall be rejected by the Employer as being non-responsive. If a Bidder withdraws his Bid before the said period or makes any modification in the terms and conditions of the Bid, the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit Bid Security submitted by that particular Bidder.

12.2. In exceptional circumstances, the Employer may solicit Bidder's consent to an extension of Bid validity period. The request and responses thereto shall be made in writing or by cable. If a bidder accepts to prolong the period of validity, the Bid Security/EMD shall also be suitably extended. Bidders are, however, at their prerogative to refuse the request without their Bid Security/EMD being forfeited. Bidders agreeing to the request for extension of Bid validity period shall not modify their Bid, which shall not be permissible, under any circumstances.

13. Earnest Money Deposit (EMD)

- 13.1. The Bidder shall furnish, along with his Bid, EMD/Bid Security for an amount of Rs. 12000.00 (Rs. Twelve Thousand only) in the form of FDR/CDR/TDR duly pledged in favour of "Dy. General Manager (CIVIL), Arakot-Tiuni & Tiuni-Plasu Project" and shall remain valid for not less than 180 (one hundred eighty) days from the date of opening of Bids.
- 13.2. Any Bid not accompanied by an acceptable EMD/Bid security shall be rejected by the Employer as being non responsive.
- 13.3. The Earnest Money of unsuccessful Bidders will be returned within 28 days of the award of works to the successful Bidder.
- 13.4. No interest will be paid on the EMD.
- 13.5. The Bid security of the successful Bidder will be returned after furnishing the required performance security pursuant to ITB Clause for "Performance Security".
- 13.6. The Earnest Money may be forfeited:
 - a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
 - b) if the Bidder adopts corrupt or fraudulent practices or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or.
 - ii. submit the required Performance Security Deposit.

14. Deadline for Submission of Bids

- 14.1. Complete Bid Document (Technical Bid and Price Bid) must be received by the Employer/ Authority inviting tender at the address specified in ITB not later than the date and time indicated in the NIT. In the event of the specified date for the submission of Tenders being declared a holiday for the Employer, the Tenders will be received up to the specified time on the next working day.
- 14.2. The Employer may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

15. Late Bids

Any bid received by the Employer after the stipulated date and time shall be rejected summarily.

16. Modifications and Withdrawal of Bids

The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

17. Bid Opening

17.1. Part – I (Technical bid) of the bid will be opened by Executive Engineer (Civil), Arakot -Tiuni Project or his authorized representative at date and time mentioned in the NIT or any amendment persuant to ITB clause in the office of Executive Engineer (Civil), Arakot-Tiuni Project, Dakpathar, Dehradun in the presence of authorized representative(s) of the Bidders who choose to remain present. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The price bid of successful Bidders in Technical bid, if not opened on the same day, shall be opened on later date which will be intimated to the Bidders whose part-I of the bid will be found eligible, in the presence of authorized representative(s) of the Bidders who choose to remain present.

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17.2. Part-II (Price bid) shall be opened after evaluation of Part-I (Technical Bid). Part-II (Price Bid) of only those bidders will be opened, whose Part-I (Technical bid) of the bid are found to be qualified and acceptable to the Employer.

18. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidder's or any other persons not officially concerned with such process until the award to the successful Bidder is announced. Any attempt by a Bidder to influence the Employer's decisions may result in the rejection of his Bid.

19. Examination of Bids and Determination of Responsiveness

- 19.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:
 - (a) meets the eligibility criteria defined in ITB Clauses;
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Price Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 19.2. A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
 - (a) Which affects in any substantial way the scope, quality, or performance of the supply/works;
 - (b) Which limits in any substantial way, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
 - (d) Which is inconsistent with the bidding documents.
- 19.3. If a "Bid" is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Evaluation and Comparison of Bids

- 20.1. The Employer shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Employer shall carry out detailed evaluation of the substantially responsive bids. The Employer shall check the bid to determine whether they are complete, whether any computational errors have been made or required securities have been furnished.
- 20.2. Arithmetical error shall be rectified on the following basis :-
- 20.3. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Employer.
- 20.4. In case of discrepancy between words and figures, the amount in words shall prevail.
- 20.5. Where the rates quoted by the contractor in figures and in words tally but amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
- 20.6. A bid determined as substantially non-responsive may be rejected by the Employer.
- 20.7. The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 20.8. The Bids shall be evaluated on the basis of final cost to the Employer. The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Clause have been provided, and to determine the completeness of each document submitted. The Employer shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with the tender specifications.

21. Employer's Right to accept any Bid or Reject any or all Bids

Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

22. The Award of Contract and Signing of Agreement

- 22.1. The Contract shall be awarded to the qualified Bidder on the basis of lowest accepted total cost of procurement worked out in the Price Bid.
- 22.2. The successful Bidder shall have to enter into a Contract agreement with the Employer within 10 (ten) days of receipt of LOI or the time specified in the LOI.

23. Notification of Award/Letter of Intent (LOI)

The Bidder, whose Bid has been accepted, subject to reservations, will be informed by the Employer by issuing Letter of Intent (L.O.I.) within the validity period of the Bid through registered letter/facsimile/e-mail. The L.O.I shall state the Contract Sum, the scope of the work, time of completion etc.

Until a formal Contract agreement is signed, the LOI along with the Bid document shall constitute a binding Contract.

24. Performance Security

Within 10 (ten) days of receipt of LOI or as per the time specified in LOI, the successful Bidder shall deposit to the Employer a Performance Security in the form of FDR/CDR/TDR duly pledged in favour of "Dy. General Manager (CIVIL), Arakot-Tiuni & Tiuni-Plasu Project payable at PNB Dakpathar, Dehradun" amounting to 5% of the estimated value or bid price whichever is higher towards faithful performance of the work/supply carried out by him. Performance Security shall remain valid for a period of 1 (one) year from the date of start of work by the Contractor. Any defect found during this period due to bad workmanship in the jobs carried out by the Contractor shall be rectified by Contractor free of cost.

25. Corrupt or Fraudulent Practices

The Employer requires the Bidders to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance to this policy, the Employer:

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to be detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if Employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder in-eligible, either indefinitely or for a stated period of time, to be awarded a Contract/Contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
- **26.** Bids for part of supply/works shall not be accepted. Telegraphic offer shall not be accepted.

27. Deviation

The Purchaser's reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the Order.

- **28.** The following document shall be deemed to be part of the the agreement.
 - 28.1. Tender document.
 - 28.2. Quantity of items based on LOI/PO.
 - 28.3. Copy of firm's clarification/confirmation/rebate letter if any.

28.4. Amendments, if any, pursuant to ITB clause of the Bid document.

29. Indemnity

30. The successful Bidder shall at all times indemnify the Employer, consequent on this works contract. The successful Bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful Bidder in so far as the later is responsible. The successful Bidder shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful Bidder on account of the above.

31. Rejection of Tender:

Any Bid can be rejected by the Employer without assigning any reason whatsoever or incurring any liability to the Bidders.

The Bidders are cautioned that not giving complete information called for in the Bid Document, not giving it in clear terms or making any change in prescribed formats or deliberately suppressing the information may result in summarily disqualified.

Any information furnished by the applicant found to be incorrect either immediately or at a later date, would result in rejection of the application at any stage or to cancel the contract if awarded, and shall render him liable to be debarred from tendering in future.

32. Order of Precedence

The various documents comprising the Bid documents shall be considered, as explanatory to each other and in case of conflict between them, the following order of precedence shall prevail:

- a) Contract Agreement
- b) Letter of Intent
- c) Commercial conditions of Contract
- d) General conditions of Contract
- e) Information to Bidders
- f) Contractor's Bid
- G) Bill of Quantities

SECTION – III GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

- The UJVN LIMITED. Here in after referred to as Employer invites Bids for the work as mentioned in the bid notice and referred to as "the Works".
- 2 The successful Bidder will be required to complete the works in the time allowed for completion i.e. 365 days (One year) from the date of start.
- 3 Throughout these documents, the terms "Bid" and "Bid" and their derivatives (Bidder/Bidder, Bid/Bid, Biding/bidding, etc.) are synonymous
- 4 The bids are limited to Bidders, who meet minimum qualification requirements as stipulated in the subclause.
- The vehicle may have to be parked at the office/Guest House/ Field hostel/Site Office or any other premises of UJVNL, during night hours or as directed by Engineer-in-charge.
- The vehicle shall run all over uttarakhand and out of uttarakhand state also as per official requirement and contractor shall keep all required documents in the vehicle.
- 7 The vehicle will be available for all the days including Sunday/Holidays of the month for 24 Hours on each day and the contractor at his own cost will provide the experienced driver. Penal recovery will be made, if identified defects are not attended during paid holidays. Prior approval should be obtained for maintenance from Engineer-in-charge.
- 8 Normal reporting time will be 8:00 AM. However it can be changed by the Engineer-in- charge as and when required.
- The rate quoted should include all consumables **except Fuel**. The cost of the diesel (fuel) required for running the vehicle for UJVNL use shall be borne by UJVN Limited with the condition that minimum average fuel consumption shall not be less than 11 Km/litre. If monthly average comes below than 11 Km/litre, then extra cost shall be recovered from the contractor's bill and the rate of fuel for this purpose shall be taken as per prevailing rate of fuel at the petrol pump of Vikasnagar.
- 10 All road taxes, All India Permit, Insurance for commercial vehicle except GST will be paid by the contractor at his own cost.
- Any damages caused to a third party or UJVNL property due to the negligence of the Driver shall have to be made good by the contractors/bidders.
- 12 The speedometer and milometer of the vehicle must be in working condition always whenever it is not working condition, the vehicle will be treated as out of service till such time the same is put in working order.
- 13 Contractor shall not, assign or sublet contract.
- 14 In case of any dispute during execution of work/supply, the procedure for "Dispute Avoidance & Resolution" shall be followed as per DAR policy of UJVNL which is available on website of UJVNL. All disputes arising out of touching or relating subject matter of the agreement shall be subjected to the jurisdiction of local courts of Dehradun and High court of Judicature at Nainital only.

SECTION – IV SPECIAL/COMMERCIAL CONDITIONS OF CONTRACT

Special/Commercial Conditions of Contract

- 1 Security @ 5% shall be deducted from Running Account bills.
- Income tax, TDS & other taxes except GST will be deducted as per Government Laws.
- 3 UJVNL reserves the right to foreclose the contract by serving 15 days notice without assigning any reason whatsoever.
- 4 1.5 times the quoted daily rate shall be deducted from the RA bills of the contractor in case of non-deployment of the vehicle/driver on any occasion/day.
- The contractor shall give 30 days advance notice in the event he intends to withdraw any vehicle for valid reason failing which the security deposit deducted shall be forfeited.
- The vehicle shall be parked in the premises of UJVNL or any other place as decided by the user department/Engineer-in-charge/controlling officer. In case, the controlling officer demands keys of the vehicle, the owner of the vehicle has to hand over the same. However, the controlling officer has to take full responsibility of the vehicle for its safe custody only.
- The engaged driver should be well behaved and equipped with mobile facility for communication. However, driver shall not be allowed to use mobile during driving time.
- In case of mechanical break down during the duty hours penal recovery shall be made only subjected to the recommendation of controlling officer for the same and in normal cases only single recovery shall be made i.e. no payment shall be made for the period of absence due to mechanical failure during duty hours.
- The period of the contract shall be for 365 days (One Year) from the date of start. The contract may be extended for next 12 months on the same terms & conditions if required by the Nigam.
- The vehicle shall run all over uttarakhand and out of uttarakhand state also as per official requirement and contractor shall keep all required documents in the vehicle.
- The contractor shall ensure that the minimum wages and all other applicable laws of Central Govt. / Govt. of Uttarakhand are paid to his driver.
- In the event of a pool, a vehicle not required by a department, on a particular day, the vehicle should report to Engineer-in-charge, who in turn decide whether the vehicle is required or not on that day keeping in view of overall requirement.
- In case of refusal to perform any duty assigned by Engineer-in-charge/user, the contract shall stand terminated with immediate effect without giving any further notice with forfeiture of the security deposit or any other amount due to him. An alternative arrangement to perform that duty shall be made by UJVNL on the cost of the contractor.
- Maximum running of vehicle shall be 16 hours per day without considering day & night. In case of break down for more than two hours, the proportionate amount will be deducted from bill and the contractor will make alternative arrangements for the vehicle in case of breakdown of more than one day.
- Vehicle will be kept in absolutely good running condition & shall be regularly polished. The vehicle owner/bidder should provide the vehicle freshener and keep mat, seat cover, towel etc in clean condition as per direction of engineer-in-charge at his own cost.

- 16 Commercial/Passenger/Permit Tax, if any payable, for the state of Uttarakhand shall be paid by the contractor and not be reimbursed by UJVNL.
- Interstate tax, if any payable (for running the vehicle out site Uttarakhand as per requirement of UJVNL and instruction of Engineer-in-charge), the additional passenger tax/commercial tax in the states other than Uttarakhand shall be reimbursed to the contractor on production of documentary evidence. Toll tax/ parking charges paid by the owner of the vehicle for UJVNL usages, shall be reimbursed to the agency on production of documentary evidence along with monthly bills.
- There shall not be any defect liability period for the work. Performance security shall be returned after successful completion of work.
- In case additional vehicle is required by the department, the same shall be made available by the contractor with same rate and terms & conditions of agreement. The engaged driver should be well behaved. If on any occasion driver found in drunken, then the agreement shall be terminated and security money shall be forfeited.
- The vehicle should have all statutory requirements for compliance with Road Transport Department of Uttarakhand/Delhi such as valid All India Permit, vehicle Insurance, Road Permit, Fitness, Registration Certificate and Pollution under Control Certificate etc during period of services.
- Any damages caused to a third party or UJVN Limited property due to the negligence of the driver then same shall have to be made good by the contractor at his/her own cost within stipulated time as per the direction of Engineer-In charge & irrespective of whether the claims are settled by the insurance agency or not.
- The Vehicle model should not be older than 3 Years as on date of invitation of tender i.e. Year **2022** and should be registered as commercial Taxi.

SECTION – V FOMRS AND SCHEDULES

FORMAT-I

APPLICATION FOR TENDER

То				
1.	I/We have read and examined the follo	owing tender documents relating to ""		
	SECTION-I Notice Inviting Tender SECTION-II Instructions to Bidder (ITE SECTION-III General Conditions of Cor SECTION-IV Special/Commercial Cond SECTION-V Forms and Schedules SECTION-VI Bill of Quantity	s) itract,		
2.	I/We hereby tender for execution of the works referred to in the documents mentioned in paragrap above upon the terms and conditions contained of referred to in the aforesaid documents and accordance to all respects with the specifications, designs, drawings and other details given there in an at the rates contained in "Bill of Quaintly" and within the period(s) completion as given in SECTION Notice Inviting Tender and subject to such terms and conditions as stipulated in contract.			
3.		for acceptance for <u>120 days after the deadline date for Tender</u> any modifications in its terms and conditions of our own accord.		
4.	Guarantee from Scheduled Bank of Ir validity of tender open, as aforesaid, tender of our own accord and/or fadocuments referred in paragraph abor for forfeiture of my/our earnest mon	of Rs(Rupees		
5.	I/We agree to abide by and fulfill all tender documents.	the terms and conditions and provisions of the above mentioned		
	I/We certify that the Tender submitted by me/us is strictly in accordance with the terms, conditions, specifications etc. as contained in your tender documents referred in paragraph 1) above and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us correct to the best of our knowledge and belief. Signature of person duly sign the Tender on behalf of the Bidder along with seal of company/Firm) ignature			
Designa	ation			
Date	N	ame of Company/Firm		
	Ī.	Address		
		Postal Address		
		elephone Noax No		

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FORM OF DECLARATION

M/s
studied all the documents, specifications, drawings etc. pertaining to the Work for "Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot-Tiuni & Hanol-Tiuni Projects works for period of one year" the local and site conditions and having undertaken to execute the said works. DO HEREBY DECLARE THAT: 1. The Bidders is familiar with all the requirements of the Contract. 2. The Bidders has not been influenced by any statement or promise of any person of the Employer but only the Contract Documents. 3. The Bidders is financially solvent. 4. The Bidders is competent to perform the contract to the satisfaction of the Employer. 5. The Bidders is familiar with all the general and special laws, Vehicle acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the
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regulations of the Municipalities, District, State and Central Government of India that may affect th
work, its performance or personner employed therein.
6. The Bidders hereby authorize the Employer to seek reference from the bankers of Bidders for it financial position.
7. The Bidders undertakes to abide by all labour welfare legislations, Minimum wages etc.
 The statement submitted by the Bidders is true and correct. After submitting the tender, if it is found at later stage that Tenderer has submitted any wrong/ fals document to influence the tender then UJVN Limited has right to make any suitable legal action against the Tenderer and forfeit the bid security/EMD or any sum payable to Tenderer.
Certify that I/we have visited the site and get familiarized with nature of Service/work and sit conditions and also have understood and discussed the Service/work with concerned site Engineers I/we will not make any claim regarding damage to Service, T&P, labour etc and will be full responsible to complete the Service/work as per General condition/special condition/Bill of Quantity/Technical specification/ as per instructions of Engineer-In-Charge.
For and on behalf of the Bidder

FORMAT-III

FORM OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs. 100/-)

This agreement made the	day of
Between (here in after referre (herein after called the Nigam) of the other.	ed to as the Contractor of the one part and the UJVN Ltd
(hereinafter called the works) mentioned, enumerate ,Schedules, Drawing, Form of bid, Covering letter ar have been signed by	tain theed or referred to in certain General Conditions Specifications, and Schedule of Prices which for the purpose of identification
(The Engineer of the Nigam) on behalf of Chairman	of(Contractor) and
= -	d of the Contractor for the provisions and execution of theupon the terms and subject to the conditions
mentioned the Contractor shall duly provide the plandescribed or which are limited there form or the	hereby agree and declare as follows:- be be made to the Contractor by the Nigam as hereinafter in for the said works and things in the Contract mentioned or irein respectively or may be reasonably necessary for the lin the manner and subject to the terms, and conditions and
and maintenance thereof, as aforesaid the Nigam will ofor such other su	n, execution consideration and completion of the said works Il pay to the contractor the said sum ams as may be become payable to the Contractor under the ade at such time and in such manner as is provided of the
In WITNESS WHEREOF the parties hereto ha mentioned against the signatures of each.	ve signed this deed hereunder on the dates respectively
Signed	Signed
(for and on behalf of the Nigam)	(Contractor/vendor)
Witness 1	Witness 1
Witness 2	Witness 2

FORMAT-IV

BID VALIDITY

(To be executed on non-judicial stamp paper of Rs. 100/- or duly signed attach with tender document)

Our Bid, consisting of the "Technical Bid and the Price Bid", shall be valid for a period of 120 days in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. The proposal in response to the above invitation shall not be withdrawn within 120 days from the date of the opening of the tender, also to the condition that if thereafter the we withdraw our proposal within said period, the earnest money deposited by us may be forfeited to the UJVN Limited in the discretion to the later.

	For and on t	oehalf of the Bidders
Dated)	
,		

PRICE BID & BILL OF QUANTITY (Part-II) (Separately sealed and marked)

NIT No. 01/EE(Civil)/AT/2025-26

S. No	Description	Estimated Qty.	Unit	Quoted Daily Rate in Rs. (excluding GST)		Quoted Amount
3.110				In figure	In words	(In Rs.) (excluding GST)
1	"Hiring of one number light diesel vehicle (Mahindra Make Bolero/TUV 300 or Equivalent) along with driver for Pool vehicle related to Arakot-Tiuni & Hanol-Tiuni Projects works for period of one year"	365	Day			
2	Night Hault Charges on self- Arrangement (other than Dakpathar)	60	Day			

Terms & Conditions:-

- The above estimated days may increase or decrease as per requirement during execution of contract. No claim shall be entertained due to this variation in estimated quantity of hired days. The successful Bidder will be required to complete the works in the time allowed for completion i.e. 365 days (one year) from the date of start.
- 2 Agreed Contract Price is inclusive of all Taxes, Duties and other taxes & levies as applicable except GST.
- The quoted daily rates should also be inclusive of income tax, passenger tax, insurance, fitness, road tax, permit, license fee, salary of driver as per labour laws and other statutory rules and regulations & repair charges of vehicle & other incidental charges including cost of lubricant etc except GST.
- The rate quoted should include all consumables **except Fuel**. The cost of the diesel (fuel) required for running the vehicle for UJVNL use shall be borne by UJVN Limited with the condition that minimum average fuel consumption shall not be less than 11 Km/litre. If monthly average comes below than 11 Km/litre, then extra cost shall be recovered from the contractor's bill and the rate of fuel for this purpose shall be taken as per prevailing rate of fuel at the petrol pump of Vikasnagar.
- In the case of accident or any other contingency/ any claim arising, shall be borne by the contractor only and no claim whatsoever shall be borne by the UJVN Limited.
- If the engaged vehicle becomes out of order, the vendor shall provide a substitute vehicle immediately. If vendor fails to do so, the department shall arrange vehicle from market and extra cost incurred shall be borne by vendor. In case, vehicle does not report on time/does not report at all, 1.5 times the fixed charges per day (1.5 times of daily agreement rate) shall be deducted from the RA bills of the contractor.
- 7 In case additional vehicle is required by the department due to urgency, the same shall be made available by the contractor with same rate and terms & conditions of agreement.
- 8 Parking charges, toll tax, entry tax and interstate tax etc shall be paid by the owner of the vehicle for UJVNL usages and the same shall be reimbursed to the agency on production of documentary evidence along with monthly bills.
- 9 Night halt charges for out station journey will be paid to contractor on verification of halt by concern officer.
- 10 The vehicle should have All India permit.
- 11 The vehicle shall run all over uttarakhand and out of uttarakhand state also as per official requirement and contractor shall keep all required documents in the vehicle.

Signature & address of the tenderer

Executive Engineer (Civil)
Arakot Tiuni Project