



**Central Water Commission
Planning and Investigation, Division
Faridabad**

e-Tender for “Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019”.

**Reference No.: 102/06/NIQ/2018-19/858-60
Dated: 13.04.2018**

Planning and Investigation, Division, Faridabad

COST OF TENDER DOCUMENT: Rs. 500/-

Last date for submission of Tender:- 23.04.2017 up to 1700 Hrs
Date of opening of Tender:- 24.04.2018 at 1100 Hrs

Certified that this tender document contains 26 Pages including this page.

**Executive Engineer
Ph : 0129-2412576**

Central Water Commission
Planning and Investigation, Division, CWC,
Faridabad

e-Tender for “Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019”.

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भारत सरकार
GOVT. OF INDIA
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION
योजना एवं अन्वेषण मण्डल
PLANNING & INVESTIGATION
DIVISION



कृा० नं०-1064, एन एच-4,
Qr. No. - 1064, N. H. - IV,
फरीदाबाद -121001
FARIDABAD-121001
टेलीफ़ेक्स नं० 0129-2412576
Telefax no- 0129-2412576

NOTICE INVITING TENDER

No.: 102/06/NIQ/2018-19/ 858-60

Dated: 13.04.2018

e-Tender for “Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019”.

The Executive Engineer, Planning & Investigation Division, Central Water Commission, Quarter No. 1061-64, Type/V, NH-IV, NIT, Faridabad-121001, Haryana, phone (O) 0129-2412576 on behalf of the President of India invites bid through TCIL from the authorized/ registered firms for the work of “Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019”.

S No.	Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs.)	Period of Contract
1.	Providing Non-AC Motor vehicle with Driver, Fuel & maintenance middle segment vehicle like Esteem/Indigo/Swift Dzire or equivalent for Planning Circle, Central Water Commission, Faridabad upto 2000 km. Per month for the duration of Eleven (11) months w.e.f. 01.05.2018 to 31.03.2019.	Rs. 4,52,650.00	Rs. 9053.00	500.00	From 01.05.2018 to 31.03.2019

e-Tender will be available on TCIL web site URL <https://www.tcil-india-electronictender.com> and CWC Web site URL <https://www.cwc.nic.in> from 14.04.2018 (0930 hrs) to 21.04.2018 up to (1700 hrs).

(विशाल गर्ग)
अधिशसी अभियंता
यो०एम् अन०मंडल, के०ज०आ०, फरीदाबाद

प्रति:-

1. अधीक्षण अभियंता, योजना परिमंडल, के०ज०आ०, फरीदाबाद ।
2. सहायक लेखा अधिकारी/ रेखा शाखा, यो०एम् अन०मंडल, के०ज०आ०, फरीदाबाद ।
3. नोटिस पट, यो०एम् अन०मंडल, के०ज०आ०, फरीदाबाद ।

GENERAL INSTRUCTION TO BIDDERS

1. Bids shall be submitted online at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. Tender through TCIL will also be available from 14.04.2018 (0930 hrs) to 21.04.2018 up to (1700 hrs), in the O/o of Executive Engineer, Quarter No. 1061-64, Type/V, NH-IV, NIT, Faridabad-121001, Haryana. The tender notice is also available at www.cwc.nic.in
2. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection
3. Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com> and CWC website www.cwc.gov.in at least 3 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Applicant contractor must provide demand draft for Rs 500/- (Rupees Five hundred only) in favor of **Executive Engineer, P&I Division, CWC, Faridabad** obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.
6. Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

7. SUBMISSION OF DOCUMENTS

7.1 The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:

- i) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN No. and Tender Acceptance Letter.
- ii) Signed and Scanned copy of Income-tax returns/ latest VAT/ Service Tax Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or public Ltd. Company registered certificate.
- iii) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
- iv) Signed and scanned price schedule as per tender document.

7.2 The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.

The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening: -

- i) Demand Draft towards Earnest Money Deposit in original.
- ii) Demand Draft towards tender document cost in original.
- iii) Pass phrase in a sealed envelope.

ELIGIBILITY CONDITIONS FOR THE TENDERERS

- 1.0 Firm/Contractor with a vehicle having commercial registration with RTO.
- 2.0 The Firm/Contractor must have valid PAN, Valid GST Number, and latest ITCC (copy of Income Tax Return filed for FY 2016-17) at the time of submission of bid.
- 3.0 The firm/contractor must have at least 01 (one) yr of experience in providing similar services.
- 4.0 A performance report from the Government Department / Public under taking duly signed by the competent authority, of having successfully completed similar work mentioned in NIT for satisfactory performances in works being handled.
- 5.0 An undertaking in the specified Performa that the contractor has not been blacklisted anywhere in past.
- 6.0 **Verification of Details:** Executive Engineer, Planning & Investigation Division, CWC, Faridabad reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
- 7.0 **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). Tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.

Earnest Money Deposit (EMD):

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 9053/- (Rupees Nine Thousand Fifty Three only) in form of Demand Draft/Fixed Deposit Receipt (FDR) of a Scheduled Bank issued in favour of **Executive Engineer, P&I Division, CWC, Faridabad** .

The tenders unaccompanied by EMD shall be rejected summarily.

The EMD shall be forfeited in the circumstances as given below:

- a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the Earnest Money absolutely.
- b. If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- c. If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 5% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 90 days beyond the date of expiry of the contract period within 05 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.
- d. If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy,

be at liberty to forfeit whole of the Earnest Money absolutely.

- e. In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- f. No interest shall be paid to the Contractor on the EMD, Security Deposit or Performance Guarantee to any bidder, whether successful or unsuccessful.
- g. 100% of the EMD and performance guarantee amount will also be forfeited if contractor fails to compliance of work satisfactorily.

8.0 **Period of Contract:** The duration of the Contract shall be for a period from 01.05.2018 to 31.03.2019 which can be extended further by the mutual consent.

9.0 **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the work places and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents.

10.0 **Acceptance of Tender:** The Executive Engineer, Planning & Investigation Division, CWC, Faridabad does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Executive Engineer, Planning & Investigation Division, CWC, Faridabad also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.

11.0 **Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.**

12.0 **Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.**

13.0 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer, Planning & Investigation Division, CWC, Faridabad or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.

14.0 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 5% of agreement cost as performance guarantee in the form of FDR/Bank guarantee issued by Nationalized Bank within 05 days from the date of issue of letter of acceptance and signed contract agreement consisting of:-

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

Executive Engineer,
Planning & Investigation Division,
CWC, Faridabad,

For & on behalf of President of India

CPWD FORM 7/8
GOVERNMENT OF INDIA
Central Water Commission

STATE: Central
CIRCLE: Planning Circle, Faridabad
DIVISION: Planning and Investigation Division, Faridabad

ITEM RATE TENDER AND CONTRACT FOR WORKS

Tender for the work of "**Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019**"

The Tenders to be submitted by 1700 Hrs. on 23.04.2018 to Executive Engineer, Planning and Investigation Division, CWC, Faridabad, in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Tender Fee, Earnest Money, PAN No. and documentary evidence in support of his eligibility.

The tenders through TCIL will be opened at 1100 Hrs. on 24.04.2018 in the presence of tenderers or their representatives who may wish to be present at their own cost in the office of the Executive Engineer, Planning and Investigation Division, CWC, Faridabad.

Issued to
(Contractor)

Signature of officer issuing the documents

Designation - Executive Engineer

Date of issue:

TENDER

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

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

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

A sum of **Rs. 9053.00 (Rupees nine thousand fifty three Only)** is hereby forwarded in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of ***Executive Engineer, P&I Division, CWC, Faridabad, payable at Faridabad*** as Earnest Money, if I/We, fail to commence the work specified; I/We agree that the said Executive Engineer, Planning and Investigation Division, CWC, Faridabad, or his successors in office shall without prejudice to any other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of the percentage mentioned in schedule .

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

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

Date

Signature of Contractor

Postal Address

Witness

Address

Occupation

ACCEPTANCE

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

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

- 1
- 2
- 3

For and on behalf of President of India

Signature
Designation

SCHEDULES

SCHEDULE `A`

Schedule of quantities (Enclosed)

SCHEDULE `B`

Schedule of materials to be issued to the contractor:-

S.NO.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

-----**NIL**-----

SCHEDULE `C`

Tools and plants to be hired to the contractor

Sl.No	Description	Hire charges per day	Place of Issue
1	2	3	4

-----**NIL**-----

SCHEDULE `D`

Extra schedule for specific requirements/documents for the work, if any N.A.

General Conditions ,Additional Conditions, Additional Specifications, etc. Enclosed.

SCHEDULE `E`

Reference to General Conditions of contract.

Name of work :

(i) Estimated Cost of work: **Rs. 452650/-**

(ii) Earnest Money: **Rs. 9053/-**

(iii) Security Deposit: 5% of tendered value.

SCHEDULE `F`

General Rules & Directions:

Officer Inviting tender

**Executive Engineer, Planning &
Investigation Division, CWC,
Faridabad**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

See below

Definitions:

2 (v) Engineer-in-charge

**Executive Engineer, Planning &
Investigation Division, CWC,
Faridabad**

2 (viii)	Accepting Authority	Executive Engineer, Planning & Investigation Division, CWC, Faridabad
2 (x)	Percentage on cost of material and labour to cover all overheads and profits	15 %
2 (xi)	Standard Schedule of Rates	-
2 (xii)	Department	Central Water Commission
9(ii)	Standard CPWD contract form	GCC-2010, CPWD Form7/8 modified & corrected

Clause 1:

(i)	Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance	05 (five) Days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 Days

Clause 2:

Authority for fixing compensation under clause 2	Superintending Engineer, Planning Circle, CWC, Faridabad
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Clause 2 A:

Whether Clause 2A shall be applicable	Not Applicable
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Clause 5:

Number of days from the issue of letter of acceptance for reckoning date of start	05 Days
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Mile stone(s) as per table given below:- Not Applicable

Table of Mile Stone (s)

Sl. No.	Description of Mile Stone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
N/A			

Time allowed for execution of work	As per schedule
------------------------------------	------------------------

Authority to decide:

(i) Extension of time	Executive Engineer, P&I Division, CWC, Faridabad
(ii) Rescheduling of mile stones	N/A
(i) Shifting of date of start in case of delay in handing over of site	Superintending Engineer, Planning Circle, CWC, Faridabad

Clause 6, 6A:

Clause applicable (6 or 6A)	6
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Clause 7:

Gross work to be done together with net :-
 payment/adjustment of advances for material collected, if
 any, since the last such payment for being eligible to
 interim payment.

Clause 7A: : **N/A**

Clause 10 A

List of testing equipment to be provided by the contractor at site lab.

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable : **No**

Clause 10 C

Component of labour expressed as percent of value of work : **No**

Clause 10 CA

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
N.A.			

*** Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.**

Clause 10 CC : **N/ A**

Clause 10 CC to be applicable in contracts with stipulated :-
 period of completion exceeding the period shown in the
 next column

Schedule of component of other materials, labour, P.O.L. for price escalation.

Component of Civil (except materials covered :- X
 under clause 10 CA)/Electrical construction
 materials expressed as percent of total value%
 of work.

Component of Labour:- Y
 expressed as percent of total value of work.%

Component of P.O.L:- Z
 expressed as percent of total value of work.%

Clause 11:

Specifications to be followed for execution of work :- **As per Engineer-in-charge**

Clause 12:	Type of Work	:-	-
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	:-	NA
12.5	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work.	:-	NA

Clause 16:	Competent Authority for deciding reduced rates	:-	Superintending Engineer (Planning Circle), Faridabad
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Clause 18	List of mandatory, tools & plants to be deployed by the contractor at site.	:-	As required for execution of Work.
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Clause 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Chief Engineer or Additional Director General if there is no Chief Engineer

Clause 36 (i) : Not Applicable

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil/ Elect/ Mech	Principal Technical representative	5 yrs	1	4000	Four Thousand only

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Clause 42 : Not Applicable

- | | | | |
|-----|---|-----------|--|
| i) | Schedule/statement for determining theoretical quantity of cement & bitumen | :- | Delhi Schedule of Rates 2014
With up to date correction slips |
| ii) | Variations permissible of theoretical quantities | | |
| a) | Cement | | |
| | for works with estimated cost put to tender not more than Rs. 5 lakh | :- | 3% plus/minus. |
| | For works with estimated cost put to tender more than Rs. 5 lakh | :- | 2% plus/minus. |
| b) | Bitumen for all works. | :- | 2.5% plus only & nil on minus side. |
| c) | Steel Reinforcement and structural steel sections for each diameter, section and category | :- | 2% plus/minus. |
| d) | All other materials | :- | Nil |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No	Description Of item	Rates in figures and words at which recovery shall be made from the contractor Rates in schedule "B" Plus 10% in case of materials issued by department	
		Excess beyond permissible variation	Less use beyond The permissible variation
1.	Cement	N.A.	N.A.
2.	Steel reinforcement	N.A.	N.A.
3.	Structural Sections	N.A.	N.A.

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer, Planning & Investigation Division, Central Water Commission, Quarter No. 1061-64, Type/V, NH-IV, NIT, Faridabad-121001, Haryana.
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcilindiaelectronictender.com
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, Planning & Investigation Division, Central Water Commission, Quarter No. 1061-64, Type/V, NH-IV, NIT, Faridabad-121001, Haryana
4	Job requirement	Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019
5	Language(s) in which items to be printed	English
6	Validity of the Tender	90 Days
7	Issuance of the tender	Tender can be downloaded from 14.04.2018, 0930 Hrs to 21.04.2018 upto 1700 hrs from TCIL's e-Tendering portal with URL https://www.tcil-india-electronictender.com or www.cwc.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://www.tcil-india-electronictender.com
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 (five hundred) is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank in favor of " Executive Engineer, P&I Division, CWC, Faridabad ", payable at Faridabad.
9	Last date & Time for submission of Bids through TCIL	23.04.2018 (1700 Hrs)
10.	Earnest Money Deposit amount payable	Rs. 9053.00 The Earnest Money Deposit can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank in favor of " Executive Engineer, P&I Division, CWC, Faridabad ", payable at Faridabad.

11.	Date, time and place of Public Tender Opening Event	Online Public Opening of Bid shall commence at 1100 Hrs on 24.04.2017, Interested bidder or their representative not more than 1 or 2 per bidder may be present in Planning & Investigation Division, Central Water Commission, Quarter No. 1061-64, Type/V, NH-IV, NIT, Faridabad-121001, Haryana.
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 05 (five) days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after the successful completion of work.

SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL TERMS AND CONDITIONS

1. This contract will be valid for 11 months i.e. from 01.05.2018 to 31.03.2019, however it may be extended with the mutual agreement of the contractor and the department at the same agreement rates and terms and conditions.
2. The contractor will be required to put the above stated vehicle in operation w.e.f. **01.05.2018** till the termination of contract.
3. **The vehicle will run under the supervision of the Office of the Superintending Engineer, Planning Circle, Central water Commission, Faridabad at Quarter No 1065-68, Type-V, NH-IV, Faridabad -121001, Haryana. The working days for the vehicle will be six days per week as per requirement and working hours will be from 0900 Hrs to 1830 Hrs.**
4. It shall be the responsibility of the tenderer that the vehicle should not be after 2015 Make.
5. It shall be the responsibility of the successful tenderer to ensure timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
6. The successful tenderer shall be required to produce the vehicle and the driver in the premises of the Executive Engineer, PID, CWC, Faridabad, for physical inspection before the signing of contract.
7. The successful tenderer will be required to furnish to the Executive Engineer, P&I, Division, CWC, Faridabad, certified copies of RC Book, insurance Policy of the vehicle being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the driver along with the permanent address, copies of the driving license of the driver, on or before the date of formal signing of the contract.
8. ***Comparative for the lowest tender will be worked out based on the amount quoted for minimum Kms run i.e. 2000 Km per month.***

TERMS OF PAYMENTS:

9. The hiring charges shall be on the basis **zero based mileage**, starting/ending the place where the vehicle is directed to report or is released.
 - A **daily record** indicating time and mileage for a vehicle on duty shall be maintained in a log book as per the Performa approved by the Engineer-In-charge, with successful tenderer. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, driver shall submit the same to Engineer-in-charge for information. Failure to do so would result in non-payment of the hire charges for that day. The log book shall be made available for periodic inspection of the Superintending Engineer, PC, CWC, Faridabad, from time to time. Cutting and over writing in the log book will not be taken into account unless countersigned by the officer nominated by the Superintending Engineer, PC, CWC, Faridabad. **The payment to the contractor will be done on monthly basis upon submission of running account bills in duplicate on a working day latest by the 5th of succeeding month in the O/o Superintending Engineer, PC, CWC, Faridabad. The same shall be verified by the office of SE, PC, CWC and after verification shall be submitted to the office of Executive Engineer, PID,CWC for the payment.** Photocopy of log book duly signed by the users must be submitted along with the bill. Any discrepancies related to journey, if found, will be not be accounted for payment. The decision of Engineer-in charge in this regard shall be final and binding on the contractor.

10. Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, PID, CWC, Faridabad, from every payment made under this contract.
11. The final bill will be accepted ONLY after submission of the following supporting documents in original the Completion Certificate issued by User.
12. The Executive Engineer, PID, CWC, Faridabad, will **reimburse GST as applicable** on hiring charges on actual basis. The Successful tenderer will be required to provide proof of valid GST registration on or before the date of signing of the contract. In addition to the above, **parking charges** and **toll**, shall also be reimbursable over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.
13. **Any unutilized Km run (if vehicle runs less than 2000 km) for the vehicle in the respective month will be carried forward to the succeeding two month only and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.**
14. It would be responsibility of contractor/firm/agency to ensure the availability of vehicle at all times as desired by Engineer-in-charge irrespective of deployed vehicle being under maintenance/breakdown or any other contingencies. In the event of failure to do so, a **penalty of Rs. 1000/-** per day may be levied upon the successful contractor/firm/agency, if it fails to do so. Such penalty will be deducted from the bill of the relevant month.
15. The successful tenderer will ensure that the drivers will have a **mobile phone** in working condition, for which, no separate payment will be made by the Executive Engineer, PID, CWC, Faridabad. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing contact round the clock.
16. The driver should be **courteous**, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful tenderer to the drivers after verifying their antecedents.
17. Save in exceptional circumstance or unless specifically requested by the Superintending Engineer, PC, CWC, Faridabad, once the hiring of vehicle commences, the successful tenderer shall not change the dedicated vehicle or the driver.
18. The driver shall be duty bound to follow the instructions of the Superintending Engineer, PC, CWC, Faridabad, or officers to whom the vehicle is assigned by the Executive Engineer, PID, CWC, Faridabad.
19. Any **change in the ownership of the vehicle** or change in the constitution of the concern shall be notified in writing to the Superintending Engineer, PC, CWC, Faridabad, immediately. It will be open for the Executive Engineer, PID, CWC, Faridabad, to continue / renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited.
20. **TERMINATION OF CONTRACT: As per GCC**
21. **ARBITRATION (CLAUSE 59 OF G.C.C.)**
Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, scope of work and instructions herein contained in this contract is at the sole arbitration of the person nominated and appointed by the **Chief Engineer, YBO, CWC, NEW DELHI** in respect of the contract entered for and on behalf of the **president of India**.

---Sd---
**Executive Engineer,
P&I, Division, CWC, Faridabad**

SCOPE OF WORK & ITS TERMS AND CONDITION

This section defines the scope of work and contractual obligations for the work **providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Eleven (11) months, w.e.f. 01.05.2018 to 31.03.2019.**

1. The Vehicles to be provided are needed to be registered with RTO authorities in the Year January-2015 or Later.
2. The Contractor shall offer the vehicles for inspection and approval to the satisfaction of the Engineer-in-charge or his authorized representative one week in advance and only those vehicles, accepted by the Engineer-In-Charge, will be deputed for the operation. In case of a substitute vehicle, same also shall be offered for inspection and acceptance by the Engineer- In-Charge before put to operation
3. The contractor shall ensure that the vehicle(s) to be provided are in accordance with the prevailing traffic regulations acts including excellent outlook and interiors in all respect and cleanliness etc. at all times.
4. The vehicles shall be running as per the schedule of the trips, route as directed by the Engineer-in-Charge or its authorized representatives of the work from time to time.
5. The vehicle(s) shall be in perfect running conditions (technically as well as aesthetically) through-out the contract period. The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper state of repairs as required by the Motor Vehicle Act 1988 and the rules framed there under.
6. As per requirement, the vehicle(s) can be used for additional Kms, additional to 2000 kms run and extra hours (additional to duty timings 0900 hrs to 1830 hrs) for which payment shall be made at the agreement rates.
7. **In addition to operation of the hired vehicles in NCR Regions, as per time schedule, trips and routes and as directed by the Engineer-in-Charge of the works, the vehicles may be sent to outstation journey for site visit at CWC Sites on requirement, for which, any tax payable shall be borne by the Department on production of proper and valid proof of payment of any such tax. In such case the night halt charges will be given to the contractor. If night halt charges are given then the Extra hours charges will not be paid.**
8. The vehicle engaged shall not be used for any other work even during off duty hours. The written permission shall be obtained from the Engineer-in-Charge before it is sent for repairs/servicing or any other contingencies etc.
9. Periodic maintenance/servicing shall be carried out by the agency.
10. The contractor shall indemnify the Superintending Engineer, PC, CWC, Faridabad, against any claims arising out of operation of this service. For this purpose, the contractor shall comply with all the provisions of the Central Motor Vehicle Act 1988 along with any such rules framed by state authorities and the relevant labour and other related laws applicable for such services.
11. The contractor shall compensate and make good all damages or loss of property or personnel injury to the passengers or to others as a result of road accidents or on account of whatsoever cause while operating these vehicles.

12. All expenses of running the vehicle(s) which inter-alia includes Road Tax, Insurance Premium, repairing charges, cost of replacing spare parts, tubes, tyres, batteries, fuel and lubricants, salary to staff and other benefits payable to them and all other incidental charges including compensation and damages for any mishap of any kind whatsoever shall be borne by the contractor. The Contractor shall indemnify the Superintending Engineer, PC, CWC, Faridabad, for any liability which may arise on account off any accident or other reasons.
13. The contractor shall ensure that the drivers engaged by him to drive the vehicles are holders of valid and appropriate driving license and in capacity to comply the requirement of the Motor Vehicle Act, 1988 and other statutory provisions related to the work.
14. If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer-in-charge will have full authority to disallow the services of driver and in that event, contractor shall make alternative arrangement at the risk and expense of its own. If the contractor fails to do so, department shall be engaging drivers by its own and the expenditure so incurred in employing the driver for the trip, will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness to or otherwise, contractor will arrange another driver immediately.
15. The contractor and his staff/Driver shall not allow any person other than employees authorized by the Engineer-in-charge to travel in the vehicle(s).
16. The Contractor and his Driver shall not allow any person other than the driver proposed by the contractor & approved by the Engineer-in-charge to drive the vehicles.
17. The contractor shall be required to produce all original documents such as Registration Certificates, Road Tax Payments proof and Valid Insurance certificate etc. to Engineer-in- charge for verifications.
18. Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.
19. It must be ensured that the vehicle have obtained "Pollution under Control (PUC) certificate" from the authorized agencies.
20. The normal locations of places/sites of duties for hired vehicle to be deployed for duties as decided by Superintending Engineer, PC, CWC, Faridabad.
21. The night halt charges as per agreement rate will be applicable only if the vehicles along with officials of this department halt at places other than NCR Region.
22. The overtime charges as per agreement rate will be applicable only if the vehicle along with officials of this department travels beyond working hrs specified in the agreement.

---Sd---

**Executive Engineer,
P&I, Division, CWC, Faridabad**

Schedule of Quantities

Name of Work: Providing one (1) no. motor vehicle for the official use in Planning Circle, Central Water Commission, Faridabad for a period of Nine (11) months, w.e.f. 01.05.2018 to 31.03.2019.

S.N.	Name of Work	Qty.	Amount	
			Rates (for one month) (Rs.)	Amount (in figures and words) (for one month)
1	(A) Providing Motor vehicle with Driver, Fuel & maintenance middle segment vehicle like Esteem/ Indigo/ Swift Dzire/ or equivalent for Planning Circle, Central Water Commission, Faridabad upto 2000 km. each calendar month (Any unutilized Km run for the vehicle in the respective month will be carried forward to the succeeding two month only and will be set off against excess mileage of the succeeding months.)	1 no. vehicle		
	(B) Extra KMs (additional to 2000 km)	per km		
	(C) Extra Hours (additional to duty timing)	per hour		
	(D) Extra Charges per night halt (for outstation journey)	per night		
	Total Rs. for 1 month (A)			

Total Cost for 11 Months Rs. (in figures and words):

Comparative for the lowest tender will be worked out based on the amount quoted for minimum Kms run i.e. rates for 2000 Km per month (Amount in A).

Issuing Authority

Executive Engineer
Planning & Investigation Division,
Central Water Commission,
Faridabad-121001

Signature of Contractor
Seal
Address

Special instructions to Bidders by TCIL for e-Tendering

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

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

Benefits to tenderers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

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

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

TCIL/ ETS Helpdesk	
Telephone/Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Buyer Organization Name Contact	
Central Water Commission Contact Person	Planning & Investigation Division, Central Water Commission, Executive Engineer
Telephone/Mobile	Telephone/Mobile : 0129-2412576 [between 10:00 hrs to 17:00 hrs on working days]
E-mail Id	E-mail Id : pi-cwc@nic.in

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations)

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier

to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider

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

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

(Optional Text in EBI, depending upon the decision of the Buyer organization):

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

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name

office for the Public Online TOE

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE Event

(TOE)’, including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The

information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcilindia-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO's AND DON'Ts FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE :

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

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)