



भारतसरकार

GOVERNMENT OF INDIA

जल संसाधन नदी विकास एवं गंगा संरक्षण मन्त्रालय

MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA
REJUVENATION

केन्द्रीय जल आयोग

CENTRAL WATER COMMISSION



e-Tender Document For

**‘Geo-Technical Investigation (Excavation of Drift) on the Right Abutment
of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village,
Distt. Aizawl under North Eastern Investigation Division-II, CWC,
Aizawl(Mizoram)’**

e-Tender No.: NEID-II/HQ/NIT/DRIFT/2018-19/02/82-86

Dated:19/04/2019

LAST DATE OF SUBMISSION: 08/05/2019 (Up to 16:00 hrs.)
TECHNICAL BID OPENING DATE: 10/05/2019 (At 16:00 hrs.)

Certified that this tender document contains 51 nos. pages including this page

ब्रह्मपुत्र एवं बराक बेसिन संगठन, शिलांग

Brahmaputra & Barak Basin Organisation, Shillong

उत्तर पूर्वी अन्वेषण परिमंडल, शिलांग

North Eastern Investigation Circle, Shillong

उत्तर पूर्वी अन्वेषण मंडल—II, आईजल(मिजोरम)

North Eastern Investigation Division-II, Aizawl(Mizoram)



भारतसरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission
उत्तर-पूर्वीअन्वेषणमण्डल-II
North Eastern Investigation Division-II,
Aizawl (Mizoram)



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जलशक्तिपूरम, जेमाबोक, आईजोल
Jalshaktipuram, Zemabawk, Aizawl

No.NEID-II/HQ/NIT/DRIFT/2018-19/02/82-86

दिनांक 19/04/2019

NOTICE INVITING e- TENDER

On behalf of the President of India, Executive Engineer, North Eastern Investigation Division-II, Central Water Commission, Zemabawk, Aizawl, Mizoram invites bids by e-tendering from the eligible bidder(s) for the following work:

Name of work	'Geo-Technical Investigation (Excavation of Drift) on the Right Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl (Mizoram)'
Estimated Cost	Rs. 79,42,290/-
Earnest Money	Rs. 1,58,846 /-
Performance guarantee	5 % of the tendered and accepted value of work.
Security Deposit	5 % of the tendered and accepted value of work.
Contract Period	120 Days.
Cost of Tender Document	Rs.1000/-

e-tender is available on TCIL website URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in from 20.04.2019(18:00hrs) to 08.05.2019(12:00hrs).

1.0 Qualification Criteria that the Firms should fulfil, includes:

- Should be a Government registered firm / agency having worked for railways, CPWD, PSU or any other Govt. department for the similar work.
- The firm should have satisfactorily executed similar works, in the last seven years since the date of submission of bidding document. Similar work shall mean the Drifting Works for a Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU as Principal contractor. (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. **OR** (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. **OR** (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost. **Copy of Work Orders and corresponding Completion Certificates of Works issued by the Tender Accepting / Executing Authority may be appended.**
- The average annual turnover of the firm during the last three years should be at least 40% of the estimated cost. In this context, **the audited balance sheets of last three financial years may be appended.**
- Copies of TDS Certificates and Certificate of the CA, Income Tax Return for last three years, PAN No. GSTIN of the firm etc. shall be appended.
- Should possess documentary evidence of owning advanced and latest equipment and accessories required to complete the assignment.

- f) Should have sufficient experienced professionals, Engineers with at least 2 Key long term Personnel with necessary qualification and experience in the Drifting who will be deployed on the work. ***The salary certificates, degree and experience of the associated Personnel who will be deployed for execution of the work may be appended.***
- 2.0 Verification of Details:** Executive Engineer, North Eastern Investigation Division - II, Central Water Commission, Aizawl 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.
- 3.0 Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8. The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 4.0 Period of Contract:** The duration of the Contract shall include the period of **120 days** which can be revised or extended depending upon the exigency of work.
- 5.0 Availability of Work Place:** The workplace would be at Right Abutment of the Dam Portion of Tlawng Hydro-Electric Project near Lungleng Village, District:Aizawl under North Eastern Investigation Division - II, CWC, Aizawl.
- 6.0 Visit to Work Place by:** 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 workplace 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/her personnel and all other services required for executing the work at his/her own cost unless it is specifically mentioned in the contract documents.
- 7.0 Acceptance of Tender:** Competent Authority does not bind himself/herself 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. Competent Authority 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.
- 8.0** Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 9.0** 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.
- 10.0** The tenderer shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, North Eastern Investigation Division - II, CWC, Aizawl 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. The 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, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.

11. Signing of Contract Agreement: The successful Tenderer/Contractor on acceptance of his/her tender by the competent authority shall deposit 5% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and sign contract agreement with Executive Engineer, NEID-II, Aizawl consisting of:-

- a) The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' 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.

This issues with the approval of competent authority.

-sd-

Executive Engineer

Copy for information:

1. The Chief Engineer, B&BBO, CWC, Shillong.
2. The Superintending Engineer, NEIC, CWC, Shillong.
3. Account Branch, NEID-II, CWC, Aizawl.
4. AEE(HQ)/DB, NEID-II, CWC, Aizawl for uploading e-tender document in TCIL web site [www.tcil-india-electronic tender.com](http://www.tcil-india-electronic-tender.com), www.cwc.nic.in and www.eprocure.gov.in

TENDER APPLICATION

I/We have read and examined the Notice Inviting e-Tender, scope of work requirements, specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

We agree to keep the tender open for thirty (60) days from the date of opening of tender (Price Bid) thereof and not to make any modifications in its terms and conditions.

A sum of **Rs.1,58,846** /- (Rupees One Lakh Fifty Eight Thousand Eight Hundred Forty Six only) is hereby enclosed with the tender in the shape of TC/DD/FDR/TDR of a scheduled bank duly pledged in favour of the Executive Engineer, North Eastern Investigation Division - II, Central Water Commission, Aizawl as earnest money. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said President of India or his/her successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further if I/we fail to commence the work as specified, I/we agree that Executive Engineer, NEID-II, Aizawl or his successors in office shall without prejudice to any other right or remedy available in law, be at 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 Further, I/we agree that in case of forfeiture of both EMD and Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

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

Place:

Dated:

Signature of Bidder
Postal Address

Phone Nos.

ACCEPTANCE

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

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

- i) Notice Inviting Tender
- ii) Your tender No. & date
- iii) Clauses of contract duly signed.
- iv) Part- A to Part-F of Contract Document

For & on behalf of the President of India Signature:-

Date : _____

Designation :-

e-TENDER DATA SHEET

ORGANIZATION :	B&BBO,CWC, Shillong
CIRCLE:	NEIC, CWC, SHILLONG
DIVISION:	NEID-II, CWC, Aizawl
SUB-DIVISION:	NEISD-III, CWC, Aizawl
Name of Purchaser:	President of India through, EE, NEID-II, CWC, Aizawl
Officer inviting e-tender	Executive Engineer, NEID-II, CWC, Aizawl
General Directions:	Executive Engineer, NEID-II, CWC, Aizawl
Description of Work:	‘Geo-Technical Investigation (Excavation of Drift) on the Right Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl (Mizoram)’
Schedule of Dates	As per Nle-T
PART-I	
Technical Bid :	
Tender Details and Instructions to Bidder(s)	As per Part A
General Conditions of Contract	As per Part B
Special Conditions of Contract	As per Part C
Description of Work	As per Part D
PART –II	
Financial Bid:	
Commercial Tender	As per Part E
Schedules:	As per Part F

e-TENDER KEY EVENTS SHEET

1	Tender inviting authority Designation/address	Executive Engineer NEID-II, CWC, Zemabawk, Aizawl - 796017, Mizoram.
2	Mode of submission of tender	Electronic tenders are to be submitted on TCIL's e-Tendering portal which can accessed using URL http://www.tcil-india-electronictender.com
3	Addressee and address at which document to be submitted in hard copy	Executive Engineer NEID-II, CWC, Zemabawk, Aizawl, Mizoram , Pin-796017
4	Job requirement	"Geo-Technical Investigation (Excavation of Drift) on the Right Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl (Mizoram)"
5	Language in which items to be printed	English
6	Validity of tender	60 days
7	Issuance of tender	Tender can be downloaded from 20.04.2019 (18:00 hrs) 08.05.2019 (upto 12:00 hrs) from TCIL's e-Tendering portal with URL http://www.tcil-india-electronictender.com or www.cwc.gov.in or www.eprocure.gov.in
8	Cost of the Tender	Cost of the tender i.e Rs.1000/- 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 payable to the Executive Engineer, North Eastern Investigation-II, CWC payable at Aizawl.
9	Last date time for submission of tender	08.05.2019 upto 16:00 hrs
10	Pre Bid meeting	Pre Bid meeting for interested bidders will be held on 06.05.2019 at 14:00 hrs in the office of the Superintending Engineer, North Eastern Investigation Circle, CWC, Rebekka Ville, Barik Point, Lower Lachumiere, Shillong.
11	EMD amount payable	Rs.1,58,846/-
12	Date ,Time and place of Public Online tender opening event	Online Public Opening of Technical Bid shall commence at 16:00Hrs on 10.05.2019 . Interested bidders or their representative not more than one per bidder may be present in the Office of Executive Engineer NEID-II, CWC, Zemabawk , Aizawl-796017, Mizoram. The date of opening of Financial bid will be conveyed later on.
13	Performance Guarantee	The successful bidders will have to deposit an amount equal to 5% of tendered and accepted value of work as a performance Guarantee within 7 days from the date of receipt of acceptance letter.
14	Security Deposit	5% of the billed amount would be deducted every month towards the security deposit until the security deposit reaches an amount equal to 5% of the tendered and accepted value of the work. Earnest money would be adjusted towards security deposit of the successful tenderer.

PART A: TENDER DETAILS & INSTRUCTIONS TO BIDDER(S)

A.1. General:

Before submitting the tender the bidder must ensure that he/she has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt by the bidder in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing or by email by the bidder and in turn get that clarified from the purchaser. Last Date for receipt of questions shall be one days before the close of sale of the tender documents. In case no such clarification required by the bidder, it will be considered that all the requirements of the purchaser are understood by the bidder and no communications will be entertained or done by the Purchaser at any stage of work after the opening of the Bid(s).

A.2. Tender Documents

1. The contents of the tender documents as listed below shall be read in conjunction with any agenda issued thereof. All the components of the Bid(s) shall be considered as a single tender document:

Part A: Tender Details and Instructions
Part B: General Conditions of Contract
Part C: Special Conditions of Contract
Part D: Description of Work
Part E: Financial Bid
Part F: Schedules

- Earnest Money Deposit (EMD):** EMD amounting to **Rs. 1,58,846/-** (Rs. One Lakh Fifty Eight Thousand Eight Hundred Forty Six only) shall be deposited only in the prescribed form of Crossed Bank Draft/ FDR of Scheduled Bank, in favour of Executive Engineer, NEID-II payable at Aizawl. EMD of the unsuccessful bidder(s) shall be returned in original after finalization of the contract with the successful bidder. EMD of the successful bidder shall be a part of the Security Deposit and shall be returned after satisfactory completion of the work. EMD of successful bidder can be forfeited in case of withdrawal of tender before the finalization of the tender evaluation or for not entering into the contract.
2. The tender Documents are available at TCIL website URL <https://www.tcil-india-electronictender.com>, <https://eprocure.gov.in> and www.cwc.nic.in. Bidder who has downloaded the tender from aforesaid websites shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, the Bid(s) will be completely rejected and their EMD would be forfeited. Intending bidder(s) are advised to visit these websites at least 3 days prior to closing date of submission of tender for any corrigendum / amendment.
 3. The Bids shall be submitted online only at TCIL website URL <https://tcil-india-electronictender.com>. Bidder(s) are also advised to follow the instructions provided in the “Instruction to the Contractors/ Bidder(s) for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in
 4. Applicant contractor must provide Demand Draft for **Rs.1000/-** (Rupees One Thousand only) in favour of Executive Engineer, North Eastern Investigation Division-II, CWC, Aizawl obtained from any Nationalized/Scheduled Bank with their application/downloaded Bid(s) as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he/she shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the DD in earlier calls will require submitting DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.

5. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his/her 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 Bidder(s) of the parties liable to rejection at any stage.
6. Bids received online at TCIL website URL <https://tcil-india-electronictender.com> will be opened as per date/time as mentioned in the Tender Key Event Sheet **(at page no. 8).**

A.3. SUBMISSION OF BIDS DOCUMENTS ONLINE

- The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document: Signed and scanned price schedule as per the tender document.
 - (i) Signed and scanned copy of valid registration certificate, experience certificates of similar works for last 7 years, PAN No, GSTIN and Work completion certificates etc.,
 - (ii) Signed and Scanned copy of previous three years Income-tax return & Service Tax registration, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or Public Ltd. Company.
 - (iii) Signed and scanned true copy of Partnership deed as per the tender document.
 - (iv) Signed and scanned true copy of **undertaking of not being blacklisted by any government department.**
- The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
- The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening of tender otherwise the bid will not be considered for opening:
 - i. Earnest Money Deposit in original payable at SBI, Aizawl
 - ii. Demand Draft towards the cost of tender document in original
 - iii. Pass Phrase for Technical & Financial bid in sealed envelopes.
- The bidder should not submit any other document as listed above.
- The agreement shall be drawn with the successful tenderer on the prescribed Form No.CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his/her rates as per various terms and conditions of the said form which will form part of the agreement.
- The time allowed for carrying out the work will be **120 days** from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- **Rs. 1000/-** in cash (Non-refundable) as cost of tender document. In case the tender form is downloaded from website, at the time of submission of tender, the firm has to enclose an account payee demand draft for **Rs.1000/-** drawn on any scheduled Bank in favour of the Executive Engineer, North Eastern Investigation Division - II, CWC, Aizawl payable at Aizawl.
- **Earnest Money of Rs. 1,58,846/-** (Rs. One Lakh Fifty Eight Thousand Eight Hundred Forty Six only) in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, North Eastern Investigation Division - II , payable at Aizawl must be enclosed along with the Tender.

- The contractor shall be required to deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, North Eastern Investigation Division - II, CWC, Aizawl payable at SBI Aizawl Branch, Aizawl within 7 days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor. Security deposit is liable to be deducted from the running bill @ 5% till total amount of security deposit and performance guarantee achieves 10% of the contract value.
- Tender can also be downloaded from the website <http://www.cwc.nic.in> or www.eprocure.gov.in. In case the tender is downloaded from the website, the firm has to enclose an A/C payee DD of Rs. 1000/- at the time of submission of the bid failing which the tender will not be considered. More details are available on website <http://www.cwc.nic.in>. or <http://www.eprocure.gov.in>.
- Tenders received without requisite Bid Security (EMD) will be summarily rejected.
- Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders. A tenderer shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his/her own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided in the contract documents. Submission of a tender by a tenderer implies that he/she has read this notice and all other contract documents and has made himself/herself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, and plant, etc. will be issued to him/her by Government and local conditions and other factors having a bearing on the execution of the work.
- The competent authority on behalf of President of India does not bind himself/ herself to accept the lowest or any other tender and reserves to himself/ herself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules
- The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
- Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- The competent authority on behalf of President of India reserves to himself/ herself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his/her near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He/She shall also intimate the name of the persons who are working with him/her in any capacity or are subsequently employed by him/her and who are near relatives to any Gazetted Officer in the Central Water Commission or in the Ministry of Water Resources, RD & GR, Govt. of India. Any

breach of this condition by the contractor would render him/her liable to be removed from the approved list of contractors of this department.

- No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his/her retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his/her employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of the tenders. If any tenderer withdraws his/her tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money.
- This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his/her tender by the Accepting Authority, shall, within 7 days of the award of work shall sign the contract agreement consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications, and standard CPWD Form 7/8.

A.4. BID OPENING AND EVALUATION

1. All the items and services mentioned in the tender should be quoted by the bidder
 - a) Bidder(s) offering only a part of the solution shall be considered as conditional and unresponsive and will be rejected.
 - b) The Bidder(s) should specifically note that they are not expected to stipulate any condition in their tender and further if any such condition is included such tenders are liable to be out rightly rejected treating the same as a conditional tender.
 - c) Bid(s) with Defective EMD or without EMD shall be summarily rejected and their tenders shall not be considered for further evaluation.
2. The Bid(s) will be opened in following sequence:
 - First – Envelope no. 1 containing EMD
 - Second – Envelope no. 2 containing the Technical Bid.
3. EVALUATION

Evaluation of the tender shall very much depend upon the evaluated technical strength of the bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc. The bidder shall be awarded points for each criteria mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those bidder(s) whose EMD is considered acceptable and **whose weightage in technical evaluation criteria will be 65 points or more on 100 points scale.**

The Bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data / documents need to be enclosed for technical evaluation. Details in respect of turnover, experience, understanding of scope of work, manpower, etc. as per evaluation criteria has to be provided in the Technical Bid part.

S.I. No	Technical Evaluation	Max Marks
1	Experience of the contractor related to the assignment with minimum of 30 m drifting in last 7 years in a single work order (experience less than 30 metres drifting shall not be considered)	25
i)	Total works executed of more than 5 cr.	25
ii)	Total works executed of 3 cr. to 5 cr.	20
iii)	Total works executed of 1 cr. to 3 cr.	15
iv)	Total works executed of 0.5cr. to 1 cr.	10
2	Qualification and competence of the staff for the assignment such as man power (Engineers and Geologists) to be deployed for the work.	35
2.a	Technical experienced staff to be deployed	20
i)	Jack Hammer Operator 3 numbers or more	5
ii)	Jack Hammer Operator 2 number	3
iii)	Jack Hammer Operator less than 2 number	0
iv)	Compressor Operator 2 numbers or more	5
v)	Compressor Operator less than 2 numbers	0
vi)	Blaster 2 numbers or more	5
vii)	Blaster less than 1 number	2
viii)	Blasting Helpers 3 numbers or more on each machine	5
ix)	Blasting Helpers 2 numbers	3
x)	Blasting Helpers less than 2 numbers	0
2.b	Engineers and Geologists for overall supervision	15
i)	3 numbers or more	15
ii)	2 numbers	10
iii)	1 number	5
3	Average annual turnover of the company in last three years	20
i)	Greater than 3crores	20
ii)	1.5crore to 3crores	15
iii)	0.7crores to 1.5crores	10
4	Number of machine available with the company (give details)	20
i)	Greater than 4 sets	20
ii)	3-4 sets	15
iii)	1-2 sets	10
	Total	100

The tenderer shall be awarded marks on the basis of certificates (e.g. performance certificates, completion certificate, letter of recommendation from the previous employers) provided by him/her with the technical bid . The qualifying criteria for the firm/ contractor for the technical evaluation have been kept as 65%. The points here are indicative only and the purchaser reserves the right to award the points as he/she seems the contractor is eligible. It is at the sole discretion of the purchaser to award the work to the contractor, to be evaluated as the most eligible. The technical evaluation criteria of the contractor shall play a measure role in awarding the tender including bid prices. The purchaser dose not binds him/her of accepting the lower tender.

The work shall be completed in the time period of 120 days. If required, the work may be distributed among the two or more contractors to agree to do the work at the lowest quoted price.

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids , at any time prior to award of contract, without thereby incurring any liability to the affected contractor(s) or any obligations to inform the contractor on the ground of the purchaser's action.

The financial bid shall be opened for only those tenderes who fulfil the technical criteria. The technical and financial bid submitted by the tenderer together shall form the basis of selection of the successful tenderer and finally the award of the work.

A.5 AWARD OF WORK

1. The notification of award of work to the successful tenderer shall constitute the formation of Contract. The successful tenderer shall sign for the contract form given by the Purchaser within 2 days of notification of award.

2. For the purpose of this tender the contract document with the successful tenderer shall comprise of NIT, Tender Detail (part A to part E) and all Correspondences during the tendering/work process.

3. The **Performance Guarantee** shall be @ 5% of the tendered and accepted value and shall be submitted in the form of Demand Draft/ Bank Guarantee/FDR/CDR as per the format given by the Purchaser favouring the Executive Engineer, North Eastern Investigation Division- II, CWC payable at Aizawl at the time of signing of contract. No interest shall be payable on the Performance Guarantee.

4. **Security Deposit** shall be @ 5% of contract value less the EMD already deposited in case of successful tenderer and the same would be deducted @5% of work done from each bill till the ceiling of 5% of tendered value. No interest shall be payable on the security deposit.

5. Minimum Desired Technical Strength required for the work.

S.No.	Personnel/Machinery	Nos.	Remarks
A	Mandatory Technical Staff		
1	Jack Hammer Operator	3	Experience of minimum 5 years in similar works,
2	Compressor Operator	2	Experience of 5 years in similar works.
3	Blaster	2	Licensed with experience of 5 yrs in similar works
4	Blasting Helpers	3 on each machine	Experience of minimum 5 years in similar works,
5	Engineers	2	Diploma or B.E. in Civil/Mechanical/Drilling with min. 3 years of experience.
6	Geologist (optional)	1	Relevant Degree with min 3 years of experience in similar works.
B	Machinery		
1	Compressor	3	The machines to be in good working condition and suitable capacity to complete the work in time.
2	Jack Hammer	6	The machines to be in good working condition and suitable capacity to complete the work in time.
3	Drifting Accessories	As per requirement of work.	The contractor to ensure that the work is not affected due to non-availability or restricted availability of drifting accessories.
4	Ventilation Blowers(Heavy duty)	6	The machines to be in good working condition and suitable capacity to complete the work in time.
5	Water Pumps	2	The machines to be in good working condition and suitable capacity to complete the work in time.

A.6 GENERAL RULES AND DIRECTIONS

- A.6.1. In Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- A.6.2. Sales tax, Purchase tax, turnover tax or any other tax on materials and services provided to purchaser in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
- A.6.3. Income tax as per Government rules will be deducted from each bill to be paid to the contractor.
- A.6.4. The contractor must quote the IT PAN, GSTIN and tax registration number correctly in the tender form.
- A.6.5. Payment of Goods and Service Tax will be on reimbursement basis. Agency/Contractor shall deposit Goods and Service tax and submit challan etc., for reimbursement from the office.
- A.6.6. After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through RTGS or any online payment mode. Monthly running bills will be paid to the contractor on actual work done basis duly verified by site in-charge (JE/SDE) and certified by Engineer-in-charge on written request of the contractor provided that the work has been completed as per schedule of work in the contract.
- A.6.7. Unless otherwise provided in the Scheduled of Quantities the rates tendered by the contractor shall be all inclusive.
- A.6.8. Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same.
- A.6.9. No extra amount shall be payable on account of any restrictions imposed by the other Government agencies/local bodies on the working and movement of labour, materials, machinery etc., if any.
- A.6.10. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
- A.6.11. The agency/contractor shall obtain the required permissions/approvals from local authorities or public departments like forest etc, for carrying out the work by himself/herself only. However necessary support will be provided by CWC Department.
- A.6.12. The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
- A.6.13. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of an item of CWC SOR 2012' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and

operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

- A.6.14. In the case of items for which abbreviated nomenclature is not available in the above- cited publication and also in the case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill.
- A.6.15. The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for the final bill.
- A.6.16. the Contractor shall make his/her own arrangements for obtaining electricity if required and make necessary Payments directly to the Department concerned.
- A.6.17. The contractor shall bear all incidental charges for carriage, storage and safe custody of the machinery and materials.

PART B: GENERAL CONDITIONS OF CONTRACT

B.1. DEFINITIONS & INTERPRETATIONS

Applicable Law means the law and any other instructions having the force of law in India, as they may be issued and in force from time to time.

Assignment / job means the work to be performed by the Contractor pursuant to the Contract to produce and deliver the required works and deliverables as specified in this Tender Document.

Central Water Commission "CWC" means the organization headed by Chairman CWC with headquarters at Delhi and the subordinate offices all over India.

Contract means the agreement reached by the Purchaser and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract. For interpretations the contract shall be construed in totality.

Contract Price is the cost of Products and Services identified in the Contractor proposal are included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order.

Contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the work detailed in this document.

Day means calendar day.

Engineer-in-charge is the authorized representative of the Purchaser to manage the work progress, work quality and performance of this contract.

Employer means Central Water Commission who have invited the bids and with which the selected tenderer signs the Contract for carrying out the jobs as per the terms and conditions of the contract.

Execution Period is the period during which the Contractor is liable to provide all work to the entire satisfaction of the Engineer-in Charge.

Government means the Government of India.

Non- Responsive tender any tender not meeting all the requirements mentioned in the tender document.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

Plan Scheme means "Investigation of Water Resources Development Scheme"

Purchaser is the President of India through Executive Engineer, NEID-II, Central Water Commission, Aizawl.

Project specific information means such part of the Instructions to Contractor, used to reflect specific project and assignment conditions.

Personnel mean professionals and support staff provided by the Contractor or by any Sub-Contractor assigned to perform the Jobs/Assignments.

Sub-Contractor means any Company/firm/proprietor or entity with which the Contractor enters into sub-contract for any part of the Assignment/Job.

Tenderer means any eligible firm participating in this tender process.

Work means all the activities related to the scope of the works detailed in this tender.

B.2. Scope of the work

The scope of the work system constitutes completion of the all the works and services detailed in this Document and any underlying logical/ physical activity as indicated the Part -C of this document, not expressly mentioned but required during the course of the execution will also be considered part of the work. All tools and plants will have to be arranged by the contractor himself/herself.

B.3. Documents of Contract

All the documents shall be considered as co-relative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

B.4. Interpretations

Language: shall be English only for the purpose of this contract.

Context: the singular and plural shall be interchangeable as per the context of the contract.

Heading: the headings and clauses shall be interpreted as A 1.1 a (i) where A is the part of the document, 1.1 may be the main heading and a (i) will be the sub heading. The heading shall not limit, after or affect the meaning of this contract.

B.5. Contractor's responsibilities and Obligations

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable for indemnification of the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Contractor's** negligence. The **Contractor** will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- b. The Contractor is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Contractor is obliged to work closely with the Purchaser and act within its own authority, and abide by directives that are consistent with the terms of the Contract. The Contractor is responsible for managing the activities of its personnel and any sub contracted personnel, and will hold himself/herself responsible for any misdemeanour.

B.6. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information and/or data to be supplied by the purchaser to the Contractor, except when otherwise expressly stated in the contract.
- b. The Purchaser will provide timely provision of all the resources, space and facilities and information for decision making that are necessary to execute this contract.

B.7. Commencement and Operation

The time for commencement of work will start from the date of award of contract.

B.8. Programme of work

- a. Immediately after signing of the contract the Contractor shall designate a representative who will work closely with the Engineer-in-charge for the execution of the work.

- b. The Contractor's representative is obliged to work closely with the Engineer-in-charge and abide by the directives issued to him/her that are consistent with the terms of the contract. The Contractor's representative will be responsible for managing the activities of its personnel.
- c. The successful contractor must submit the details of manpower, equipment details and the **Work Plan** which includes details of manpower, equipment to be deployed for these works and details of input required from the department along with time schedule before entering into the agreement and the plan has to be approved by the competent authority.

B.9. Confidentiality

- a) The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection herewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b) Any document, other than the Contract itself, shall remain the property of the Purchaser.
- c) The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d) The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

B.10. Care of the Property

The Contractor shall be responsible for the care of the equipment and departmental property entrusted by the employer to carry out the work. The Contractor shall be responsible for any loss or damage to the system caused by the Contractor or its sub-contractors in the course of work. The Purchaser will have the right to make good the losses by adjusting the same in the money due to the Contractor.

B.11. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss/damage to the property, loss to the system not yet accepted operationally.

B.12. Force Majeure

- a. For the purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, heavy rainfall, floods, epidemics, quarantine restrictions, and freight embargoes.
- b. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure.

e. Force Majeure shall not include

(1) Any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agents or employees, nor

(2) Any event which a diligent party could reasonably have been expected to both

(i) Take into account at the time of the conclusion of this Contract, and

(ii) Avoid or overcome in the carrying out of its obligations hereunder

f. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

B.13. No Breach of Contract

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the contract.

B.14. Measures to be taken

a. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

b. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

B.15. Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for an equal to the time during which such party was unable to perform such action as a result of Force Majeure. Any extension if required other than Force Majeure will be discussed with Purchaser and the final decision will be conveyed which will be final and binding upon the contractor. The time extension required has to be estimated by the contractor in consultation with Site-in-Charge and has to apply for in 15 days in advance.

B.16. Consultations

Not later than thirty (30) days after the Contractors, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

B.17. Contract Price

The prices specified in the contract agreement shall be firm inclusive of all taxes, duties, octroi etc. **excluding Goods and Service Tax (GST)**. Firstly GST will be paid by contractor to Government which shall be reimbursed to them by producing GST paid receipts on prevailing rates. Rate on quoted rate and fixed with no adjustment to be made to the contract price except as otherwise provided in this contract during the execution period. The contract prices are fixed for the term of the contract and no escalation shall be paid in any manner.

B.18. Terms of Payment

a. The Purchaser, on the recommendation of the Engineer-in-charge, shall order the payments as per the schedule given in the tender document.

b. All the interim payment certificates can be modified, or corrected by any subsequent interim or by the final certificate issued by the Engineer-in-charge.

- c. Any money recoverable from the contractor shall be adjusted in the final bill.
- d. The payment shall be made for the amount after deducting any taxes required to be deducted at source as applicable e.g. work contract tax, income tax etc.

B.19. Taxes and Duties

All the existing and new taxes, levies, octroi, custom and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The Work Contract Tax and the income tax shall be deducted at source as per the prevailing Government of India rules from time to time. Firstly GST will be paid by contractor to Government which shall be reimbursed to them by producing GST paid receipts on prevailing rates. Rate on quoted rate and fixed with no adjustment to be made to the contract price except as otherwise provided in this contract during the execution period.

B.20. Variations, Alterations and Deviations

All variations, alterations or deviations shall be duly authorized by the Purchaser.

B.21. Extra Items

The extra items specifically mentioned as extra work initially in the contract document or any other work not specified but required to be done as a part of this work shall be taken by the Contractor as Extra Items. Unless specifically mentioned in the tender document, the decision of Purchaser as to what constitutes as extra items, will be final and binding. The rates for all these items of work shall be mutually decided at the prevalent market rates. All such items shall be billed separately. Provisional payments may be made and actual balance payments shall be presented by the Contractor in the form of Claims.

B.22. Claims

All the balance payments for the varied or extra items of works as above shall be settled separately as Claims and payable in the Final Bill.

B.23. Release of Claims

After completion of work and after three weeks of final payment it will be construed that the Contractor has no claims arising out of this contract.

B.24. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Contractor shall observe all the labour and mercantile laws related to this work and indemnify the Purchaser in all respects for any consequences of the violation/lapses of the labour/mercantile laws.

B.25. Termination of Contract

A. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 15 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived on the manpower or other resources derived for this work.

B. For Contractor's Default

a. The Purchaser without prejudice to any other rights or remedies it may possess, may terminate the contract if the Contractor

- i. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his/her Estate made against him/her or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstructions) under any insolvency Act for time being in force for the sequestration of his/her estate or if a trust deed be executed by him/her for benefit of his/her creditors, or
- ii. Has defied at least two previous instructions of the Engineer-in-charge regarding quality of service, or
- iii. Has furnished any false document, or
- iv at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from Purchaser, or
- v. has abandoned or repudiated the contract and neglects his/her obligations under this contract and commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7days after a notice in writing is given to him/her in that behalf by the Purchaser, or vi. fails to complete the works or items of the Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Owner, or
- vii. shall offer, or gives or agrees to give to any person in Department service or to any other person on his/her behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Department, or
- viii. shall enter into any contract with the Department in connection with which commission has been paid or agreed to be paid by him/her or to his/her knowledge, unless the particulars of any such commission and terms of payment thereof have previously disclosed in writing to the Accepting Authority/Engineer-in-Charge, or
- ix. Shall obtain a Contract from the Department as a result of ring tendering or other non-bonafide methods of competitive tendering, or
- x. being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager or behalf of debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders a receiver or manager, or shall suffer an execution being levied on his/her goods and allow it to be continued for a period of 21 years; or
- xi. assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with the materials not being incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority. The Accepting Authority may without prejudice to any other right to remedy which shall have maybe ought to accrued or shall accrue thereafter to the Department by written notice cancel the contract as whole or only such items of the work in default from the Contract.

b. The Purchaser may without prejudice to any other right, issue a notice for termination of the contract on the recommendations of Engineer-in- charge stating he/she nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work for 14 calendar days may be sufficient grounds for termination of the contract by the purchaser.

C. Termination by Contractor

The Contractor can terminate the contract with a 15 days notice **only** in case:

- a.** The Purchaser has failed to pay the sum dues or failed to pass the invoice with no cause.
- b.** The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

D. On every termination the Purchaser shall have powers to

- (a)** Take possession of the site and any materials constructional plant, Implements, stores etc. thereon, and
- (b)** Carry out the incomplete work by itself or by employing any third party at the risk and cost of the Contractor.

B.25.1 – On the Termination of the contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works, or in case the Works or part of the Works is not completed the loss or damage suffered by the Department in determining the amount, credit shall be given to the contractor for the value of the work executed by him/her up to the time of cancellation, the value of Contractors materials taken over and incorporated in the work, and use tools & tackles and machinery belonging to the Contractor. The Plant & machinery and materials etc. deployed at site by the Contractor for the works shall be in the custody of Engineer-in-Charge or his/her representative.

B.25.2 – Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damages suffered or maybe suffered by the Department as aforesaid after allowing such credit shall be recovered from any money due to Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

B.25.3 – If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building etc. and apply the proceeds of sale thereof towards satisfaction of any sum due from the contractor under the Contract and if thereafter there be any balance outstanding from the Contractor' it shall be recovered in accordance with the provisions of the Contract.

B.25.4 – Any sum in excess of the amounts due to the Department and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that its cost or anticipated cost of completion by the department of the Works or part of the work is less than the amount which the contractor would have been paid had he/she completed the works or part of works, such benefit shall not accrue to the Contractor

B.26. Suspension of work

The work shall be deemed to have been suspended if

- I. It is provided for in the contract
- II. Necessary for the proper execution of work as decided by the Engineer-in-charge.

The Contractor shall not be entitled for any extra payment for the period of suspension of work. If the suspension of work continues for more than 14 days, the purchaser may, at his/her discretion, terminate the contract as provided in this contract.

B.27. Liquidated Damages

- a) The time stipulated in the contract as per progress report shall be deemed to be the essence of the contract. In the event the contractor fails to adhere to the time specified in the progress report of the 'Contract', or approved extended time then the contractor shall pay to the Purchaser liquidated damages for such default and not as penalty as follows.

b) In the event of any delay corresponding to each milestone as specified in clause C.3, L.D. at the rate of 1.0 % of the remaining part of the contract value of the work per fortnight of delay or part thereof shall be levied subject to a ceiling of 10% of the total contract value of the work.

c) The owner may without prejudice to any other method of recovery deduct the amount of liquidated damages from any money in his/her/their hands due or become due to the Contractor either under this or under any other contract.

d) The payment or deduction of such liquidated damages shall not relieve the Contractor from his/her/their obligation to complete the works or from any other of his/her /their obligations and liabilities under the contract. If the decision regarding the reasons for delay is required to be analyzed and the same can only be determined after completion of the work or if the issue is likely to enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be granted to the contractor subject to levy of LD and the amount equivalent to the maximum levy of LD liveable shall be withheld from the running bills at the stage where the balance payment may not be able to cover the Land other obligations as per the provisions of the Contract.

B.28. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

B.29. Disputes

The decision of the Purchaser shall be final regarding the quality and progress of work; the other aspects arising out of the work shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of disputes in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

B.30. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through Mediator which will be CE, B&BBO, CWC, Shillong and only after dissatisfaction with that, the Arbitrator shall be appointed by CWC as per Arbitration & Conciliation Act 1996.

B.31. Subcontracting of the Work

a. The sub-contracting of the entire project is not allowed. Further, the Contractor will be solely responsible for the whole work and all of the conditions of the project, even if the work is sub-contracted in any part. The Contractor shall be responsible for all acts, faults or neglects of the Sub-Contractor just as fully as if they were the acts, faults or neglects of the Contractor himself/herself.

b. The Contractor shall not sub-contract any part of the project without the prior written consent of the Purchaser. Before commencement of sub-contract, the Contractor shall furnish to Employer in writing the name of Sub-Contractor, together with details as to the extent and part of the work to be done under the subcontract.

PART-C SPECIAL CONDITIONS OF CONTRACT

In addition, to General Conditions of Contract, the following Special terms and conditions shall also be part of the tender documents/contract and will be binding on both the parties of the Contract. Wherever any clause of the Special terms & conditions is contradictory of the General conditions, clause of the Special terms & conditions shall be taken as have been issued in suppression of the General terms & conditions.

C.1. TIME FRAME

All works in all packages including the period of mobilization, has to be completed within a period of **120 days** from the date of award of work. Time is the essence of the contract and damages as per B.27 shall be payable.

C.2. HARDWARE / SOFTWARE / EQUIPMENTS

The contractor will have to provide the required equipments and suitable trained manpower for carrying out the task. The arrangements of the boarding and lodging of the staff shall be made by the contractor. The transportation of man and equipments shall be borne by the contractor. The contractor must visit the site and be aware of the site conditions before quoting.

C.3. PROGRESS REPORT

The Contractor will be required to submit the detailed fortnightly progress report of all the activities in hard as well as soft copies in compact disc which shall be as follows:

First fortnight	Mobilization of drifting equipments & 10 % of the total work awarded in the contract. <i>[Preparation of access path, Platform to the drifting location & open excavation at inlet portal].</i>
Second fortnight	20 (twenty) percent of the total work awarded & progress of the previous fortnight to be submitted.[30 m drift to be completed].
Third fortnight	35(thirty) percent of the total work awarded & progress of the previous fortnight to be submitted.[53 m drift to be completed].
Fourth fortnight	50(fifty) percent of the total work awarded & progress of the previous fortnight to be submitted.[75 m drift to be completed].
Fifth fortnight	65 (sixty five) percent of the total work awarded & progress of the previous fortnight to be submitted.[98 m drift to be completed].
Sixth fortnight	80 (eighty) percent of the total work awarded & progress of the previous fortnight to be submitted.[120 m drift to be completed].
Seventh forth night	95 (ninety-five) percent of the total work awarded & progress of the previous fortnight to be submitted.[143 m drift to be completed].
Eighth fortnight	100 (hundred) of the total contract submission of complete deliverables.[150 m drift to be completed].

The contractor has to submit to the purchaser the schedule of completion of the work with respect to the drifts in the form of bar charts, tabular formats, and the work methodology to complete the work in the specified period of time. The contractor has to show which drift work he/she shall be taking first to execute the work, the machinery to be deployed in these drift area followed by the sequence of executing works at other drifts. It is expected from the contractor to work on two or more drifts together to complete the work in time.

Item of work	Schedule for week		Actual progress		%age of work completed for each item	Reasons for shortfall, if any,	Steps taken to make up the shortfall	Manpower deployed	Instrument in use
	Current Fortnight	Cumulative	Current Fortnight	Cumulative					

The schedules are to be reviewed fortnightly by Purchaser to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the employer) to adhere to the completion dates. Purchaser reserves the right to revise the schedule at his/her/their discretion in order to keep up to the completion date and to suit the project requirement and such alterations shall not entitle the Contractor to any extra payment.

The whole works must be proceeded with within such sections and at such times and in such order and manner as described in these specifications and as directed by the Engineer-in-Charge. No extra payment or relaxation in the rates will be permitted on account of this.

C.4. REVIEW MEETINGS

The Contractor will be required to attend regular meetings at their own cost with Executive Engineer (Purchaser) at Aizawl and Superintending Engineer, NEIC at Shillong at a time interval to be agreed upon to discuss matters relevant to the project and to monitor progress.

C.5. FINAL ACCEPTANCE OF DELIVERABLES

A satisfactory completion or inspection certificate to conform to the Technical Specifications laid down in the Tender Document will be issued by the Purchaser.

The Purchaser will check any product delivered by the Contractor for accuracy, consistency and completeness before Final Acceptance. Engineer-in-Charge's decision regarding the quality of work and its acceptability shall be final and binding on the contractors.

C.6. PAYMENT SCHEDULE

- a. No advance payment is payable in this tender.
- b. Payment shall be made according to the following schedule
 - (i) 85% of the total contract value shall be paid as progressive payment after completion & submission of the particular item at the required target date on the basis of Monthly running bills and on certification by the Engineer-in-Charge. The payment will be released on the basis of actual quantity and at unit rate basis, after receipt of following documents: -
 - Monthly Running bill
 - Certificate from Engineer-in-Charge about the drifting progress
 - Copy of site log book.
 - Progress report
 - Photographs of the Excavated Rock and the Drift Area.

ii) Remaining 15% will be made in the final bill after the satisfactory completion of all the works by Contractor within stipulated time and acceptance thereof (through various tests conducted by agencies e.g. CSMRS, GSI etc.) by Engineer-in-charge and after adjusting for Liquidated Damages, if any.

- c. The Contractor shall submit all bills (in Triplicate) to the Executive Engineer, NEID-II, CWC, Aizawl.
- d. The Income tax as applicable shall be deducted at source from the bill.
- e. Performance security will be released only after expiry of warranty period of all the deliverables.
- f. Any tax as applicable shall be deducted at source from the bill.

iii) After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through RTGS or any online payment mode. Monthly running bills will be paid to the contractor on actual work done basis duly verified by site in-charge (JE/SDE) and certified by Engineer-in-charge on written request of the contractor provided that the work has been completed as per schedule of work in the contract.

C.7. WARRANTY PERIOD

All works and the deliverables shall be warranted for a period of six months beyond final bill payment for any work error, display error etc. All errors shall be rectified by the Contractor at its own cost.

C.8. PROPERTY RIGHTS

All property or intellectual material, generated out of this work contract shall be the sole property (material right and copy right) of the CWC.

C.9. Documents prepared by the Contractors to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the contractors in performing the services shall become and remain the property of the client, and the contractors shall, not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof. The contractors may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the client.

C.10. Equipment and Materials furnished by the Client

Equipment and materials made available to the contractors by the client shall be property of the client and shall be marked accordingly. Upon termination or expiration of this contract, the contractors shall make available to the client an inventory of such equipment and materials and shall dispose off such equipment and materials in accordance with the client's instructions.

C.11. Force protection of trees and plants

The contractor shall take all necessary precaution so that forest trees and plants are not destroyed. In the event of any damage to trees and plants the contractor shall be fully responsible. The contractor shall also ensure that none of his/her workers or their family members cut any trees in the area of the project failing which the contractor shall be held liable for the act of such worker or their family members.

C.12. Supply of fuel and basic amenities to workers

The contractor shall ensure free supply of fuel and basic amenities to each of the workers engaged on the works under the contract, throughout the contract period for their daily needs.

C.13. Employment of local labour

The contractor shall always give preference to the employment of unskilled, semiskilled/skilled labour and workmen from the local area. The contractor shall adhere to all the prevailing labour laws and acts.

C.14. Natural Water Sources

The contractor shall not obstruct/damage any lines of drainage without prior approval of the Engineer-in-charge.

C.15. Law & order

The contractor will provide suitable/congenial conditions and atmosphere and maintain law and order during the execution of work.

C.16. Safety codes

The contractor shall comply with the provision of relevant IS codes (current editions) and shall own liabilities on account of default, if any.

C.17. Signs

Contractor shall be responsible for providing, erecting and maintaining all safety signs necessary for the safety of those working on or passing through the site.

C.18. Notwithstanding the contractor's obligation to comply with the requirement of the safety manual the contractor's attention is particularly drawn on the following requirements specified:

- The contractor shall be responsible for providing and maintaining a first aid station at the site at his/her own cost for emergency treatment of his/her employees
- Emergency treatment shall include carrying of emergency patient until transfer to a permanent hospital or other place of treatment.

C.19. Approach roads

Contractor shall at all times keep the existing approaches through for public and transport.

C.20. The haul paths shall also form a part of the inspection paths during the execution of work and the contractor shall maintain them properly.

C.21. Site reclamation/restoration

On completion of the work to the satisfaction of Engineer-in-Charge, contractor shall remove all equipments, materials, remains of temporary facilities, rubbish, debris and excess excavated soil resulting from his/her work area and from other area placed at his/her disposal by the department from public path, roads and from streams and ditches and shall restore all these places to proper conditions to the satisfaction of the Engineer-in-Charge.

C.22. Statutory rules and regulation of India

The Contractor should be well concerned with such statutory rules, regulations as may be prevalent in project territory and contractor shall indemnify and keep the CWC free from and against such liability.

C.23. Contractor should ensure that local inhabitation/structures falling into vicinity of work are not disturbed while executing the job. Damage, if any, occurring due to negligence of contractor shall be to his/her account.

C.24. Personnel

The contractor shall provide experienced personnel including technicians to perform the work covered herein. The Engineer-in-Charge has the right to require the removal of any personnel from the work, who in his/her

opinion, are not qualified, unwilling, or are unable to perform the work and responsibilities assigned to them by the contractor.

C.25. No housing accommodation for the contractor or his/her personnel will be made available by the Engineer-in-charge. The Engineer-in-charge will allot land free of charges, if available, for the erection of temporary accommodation of the contractor's staff and workmen. The contractor must maintain the area allotted to him/her in neat and clean conditions as required by the Engineer-in-charge. Contractor shall make his/her own arrangements for water, electricity, sewerage and other amenities.

On completion of the work all temporary structures must be removed by the contractor with the approval of the Engineer-in-charge and the land brought to its original condition on completion of work. The contractor should be held responsible for any damage to the surroundings including both government and private properties.

C.26. The contractor should take into account royalty if any, liveable at any time during execution of the work by the local authority for stones/boulders and aggregates/gravels obtained from local quarry or river bed and no reimbursement shall be entertained by the department on this account.

C.27. The contractor shall make his/her own arrangements for lighting of his/her housing, arrangement of his/her workers and other personnel engaged by him/her and the work site. He/She shall not be entitled to any claim/payment whatsoever on this account.

C.28. All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted Risks shall be removed from the site to the satisfaction of the Engineer-in-Charge and at the Contractor's expenses.

C.29. The contractor shall either himself/herself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge if the Contractor himself/herself has not sufficient knowledge and experience to be capable of receiving instructions or cannot give his/her full attention to the Works, the contractor, shall at his/her own expense, employ as his/her accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the contractor's agent shall be considered to have the same force as if these have been given to the Contractor himself/herself.

If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

C.30. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge or his/her authorized QA representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

C.31. No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his/her authorized representative and the contractor shall afford full opportunity for examination at every stage and measurement of any work which is about to be covered up or put out of view and of examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his/her authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his/her authorized representative shall without unreasonable delay unless he/she considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations, In the event of the failure of the Contractor to give such notice he/she shall, if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

C.32. The Engineer-in-Charge or his/her representative or representative of department shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

C.33. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

C.33.1. If at any time after acceptance of the tender the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of whole or part of the works.

C.33.2. The Contractor shall be paid at Contract rates full amount of work executed at site and any other amount as admissible under contract.

C.34. URGENT WORKS

If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his/her own or other work people carry it out as he/she may consider necessary. If the Urgent work shall be such as the contractor is liable under the Contract to carry out at his/her expenses all expenses incurred on it by the Department shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him/her.

C.35. CHANGES IN CONSTITUTION

Where Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby under taken by the Contractor.

C.36. LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP ETC

Tenderer will have to make all arrangements for his/her staff and stores as department do not have any arrangement of its own.

PART-D DESCRIPTION OF WORK

D.1. GENERAL SCOPE OF WORK

General

The work site is located as per the vicinity map of the project i.e. Tlawng Hydro-Electric Project. The Drift locations are proposed at the Right Abutment of the Dam Portion of the project site.

1. Three Nos of Drifts on the Right Abutment of proposed Dam Portion of Tlawng Hydro Electric Project of river Tlawng are proposed to be carried out. The D-shaped exploratory drifts of 2m x 2.5m size at the proposed site of Tlawng Hydro Electric Project about total **150 m** length are required to be constructed subjected to increase or decrease of length depending on the geological conditions as per the requirement of the designer. The length of each drift may vary as per site condition.
2. The work to be performed under this specification shall include mobilisation of all labour, materials and construction equipment, tools and plants required for excavation of drifts. Power, fuel, transportation of all incidental items not shown or specified but reasonably employed or necessary for successful completion of work including contractor's supervision and in strict accordance with the drawings, specifications and functional requirements.
3. The work shall generally involve open cuts as well as underground excavations in all types of material including rock. Construction of drifts by tunnelling, providing necessary steel/timber supports, lagging blocking, lighting, de-fuming, drainage, dewatering and other allied works necessary for successful completion of work as per specification.
4. The contractor shall have to take constant care for drainage and dewatering of excavated area either by pumping or some other means. The sources of water may be rain, groundwater, springs or roof drips. Effective measures shall have to be taken to stop/divert the water away from construction area and maintain dry working condition and no extra cost to the contracting authority.
5. The work shall be completed in all respects including site clearance within stipulated period of time. Upon the completion of contractor shall intimate the Engineer-in-charge in writing about the date of completion of the work. The Engineer-in-charge will arrange to get the work inspected by his representative within a week and all defects/omission etc will be pointed out to the contractor at the time of inspection as far as possible
The contractor will get these defects and omission rectified and notify the same to the Engineer-in-charge within week of receipt of such notice from Engineer-in-charge and in case the remedial operations are found to the satisfaction of Engineer-in-charge, the work shall be taken over by the Engineer-in-charge and there after the certificate of completion shall be issued by the Engineer-in-charge under his signatures. The completion will be reckoned from the date on which the completion certificate is issued by the Engineer-in-charge.
6. The Engineer-in-charge shall have the right to the possession of or use any completed part of the work or under construction either temporary or permanent. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract except where expressed or otherwise specified by the Engineer-in-charge with the extent of clause.

D.2 OPEN CUT EXCAVATION

1. All open cut excavations required for approaching drift face shall be performed in accordance with the section. Excavation shall be made to the lines, grades and dimensions established as per site conditions and up to the satisfaction of Engineer-in-charge.
2. Except as otherwise provided in these specifications, materials excavated will be measured in excavation to the line as established at site and all material so required to be excavated will be paid for at unit price

per cubic meter bid in the schedule of price based on solid works. No additional allowances above the unit price bid in the schedule will be made on account of any material being wet or frozen. The contractor must assume all responsibility for deduction and conclusion as to nature of materials to be excavated and the difficulties of making and maintaining excavations.

3. In case of rocks all necessary precautions shall be taken to preserve the material below and beyond the established line. Excavations shall be completed by light blasting, wedging, barring, lime drilling and broaching or other suitable methods. Slopes shattered or loosened by blasting shall be taken down at the expense of and by the contractor.
4. Any and all excess excavations for the convenience of the contractor for any purpose or reason except as may be ordered by the Engineer-in-charge, whether or not due to the fault of the contractor shall be at the expense of the contractor.
5. As far as practicable, suitable materials from excavations shall be neatly stacked for further use as may be directed by the Engineer-in-charge. Other excavated materials shall be disposed of suitable locations established at site where they will not interfere harmfully with natural of the streams and drainage channels, private properties, approach roads etc .
6. The cost of transporting excavated materials from excavations to disposal areas or to points of final use including sorting out usable materials stock pitting, re-handling if required and disposing of all excavated materials that are wasted as provided in the section shall be included in the applicable unit price per cubic metre bid in the schedule of open cut excavation.
7. Rates quoted for open cut excavations shall include all cost of labour, materials, tools, equipment, dewatering, safety measures etc. As may be necessary for successful completion of the work as required by these specifications.

D.3. UNDERGROUND WORKS

1. Construction of drifts as indicated in the specifications includes excavation by tunnelling methods and providing timber/steel supports if necessary. The location of the drift may be shifted by the Engineer-in-Charge to accommodate the conditions encountered during excavation operations.
2. The drifts shall be constructed in accordance with the applicable sections in these specifications and payment required for work except supporting arrangements will be made at the applicable unit price per linear meter bid in the schedule.
3. Timber/ steel supports shall be installed to support the room and side of the drift where conditions encountered are such as to require support. The amount of support at any location shall be decided by the Engineer in-charge on the basis of site condition and payment will be made at the applicable unit price mentioned in the schedule.
4. Nothing contained in these specifications shall prevent the contractor from erecting at his own expenses, such amount of temporary support as may be considered necessary. No statement in these specifications shall be constructed to relieve the contractor from sole responsibility for the safety of the drift or liability for injuries to or deaths of person or damage to property.

D.4. DETAILED DESCRIPTIONS OF MAJOR ITEMS OF WORKS

Excavation in the drifts comprises of the following:

1. Drilling the holes as per recommended pattern for blasting on the faces of the drift using jack hammer with leg pushers, compressor pressure hose and accessories. The drilling pattern for each segment shall be got approved by the contractor from the engineering charge or his authorized representative.
2. Charging the specified holes with the explosives issued by the department for blasting.
3. Removal of muck (Blasted Rock) from the Drifts and it's disposal at an appropriate location recommended by Engineer-in-charge.
4. Making necessary arrangements for removal of all seepage water and preventing water logging of the floor of the drifts.
5. Erection of permanent wooden support wherever required as per the design, drawing and direction of Engineer in-charge.
6. Erection of temporary wooden supports made of local seasoned hard wood as per the design, drawing and direction of Engineer in-charge.

7. Scope of work is presently estimated as excavation and supporting for three drifts of about 80m, 40m, 30m respectively and the contract may be reviewed at any stage of investigation before the completion of the drifts and the work can be curtailed at any of the stages and contractor shall not be having any right to claim any compensation on the ground of curtailment of scope.
8. **FORCE MAJEURE** clause shall apply

D.5. ADDITIONAL CONDITIONS OF CONTRACT

In addition to General and Special Terms and Conditions of the contract, the following additional terms and conditions shall also be the part of the tender documents/contract and will be binding on both the parties of contract. Whenever any clause of Additional Terms and Conditions is contradictory of the General Conditions/Special Conditions, clauses of the Additional Terms and Conditions shall be taken as have been issued in suppression of the General/Special Terms and Conditions.

1. The work shall be executed as per the technical specifications & requirements given in the tender document.
2. Location: Exact location will be given by Engineer-in-Charge or his/her representative at site.
3. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself/herself about the conditions with regard to site, approach path, availability of waterpower etc.
4. Entire work shall remain open for inspection, at all stages to the Engineer-in-Charge or his/her representative.
5. The contractor shall make available free of charge all the existing facilities available at site such as Drifting equipment, its accessories & labour etc. to the department for conducting different tests.

6. Rates, Prices & Payments:

- a. The rates quoted must include the element of basic price as well as taxes and tariff like excise, customs etc.
- b. Any tax on materials in respect of this contract shall be payable by the contractor.
- c. The rates of Drifting work shall be inclusive of the cost of man power, mobilization, demobilization, including transportation, maintenance of equipment and consumable items such as fuel, etc. required for the Drifting operations.
- d. Contractor will be paid for items as listed in the schedule of quantities.
- e. Contractor may encounter any type of strata. The entire work has to be executed on agreement rates.
- f. The rates quoted by the contractor shall remain unchanged during the execution of entire work and shall deem to have incorporated fluctuations in the cost of labour, equipment, materials and Petroleum, Oil & lubricant (P.O.L) etc. Required for the work.
- g. The unit price should be for the same unit indicated in the schedule of quantities.
- h. Engineer-in-Charge reserves the right to change the location of Drift area, length of Drift as per the geological conditions at site. The contractor shall not raise any claim because of above changes and variations.
- i. No payment will be made to the contractor for damages caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.
7. The contractor shall supply at the time of award of work, the list of persons, material and equipment he/she intends to deploy for the works.

8. TOOLS & PLANTS

- a.** No machinery, tools & plants or accessories will be supplied by the Department. Contractor himself/herself has to arrange for all his/her equipment, machinery, tools and plants.
- b.** Any machinery required for the works will be the primary responsibility of the Contractor including its continued up-keep and operation. Any repairs to the machineries if required or damage to the equipment shall be the responsibility of the contractor / respective owner of the equipment.

9. LABOUR

- a.** The contractor shall be responsible for arrangement, safety and management of all the skilled and unskilled manpower required for all the operations involved in works as defined above. The department shall not be responsible for supply of any of the personnel.
- b.** The Contractor will have to provide them necessary labour hutments whenever required. The contractor will also be responsible for welfare of the labour in all respects during execution of work and Government will not bear any responsibility about their transportation to work site and back etc.
- c.** The contractor will be responsible for any loss of life and materials during the execution of work, the Department shall not bear any compensation or liabilities on account of such events for the personnel employed by the contractor.
- d.** The contractor should abide by all the rules and regulations in force towards safety during the execution of the work and must arrange for all accessories like hard top helmets, firefighting equipment etc. for the personnel employed by him/her.
- e.** Contractor shall furnish a statement showing employment of labour, their nationality etc.

10. DAMAGE TO WORKS

- a.** Any damage done by the Contractor to any existing work during the course or execution of the work tendered for shall be made good by him/her at his/her own cost.
- b.** No payment shall be made to the Contractor for any damage to the work executed by him/her due to rain; flood or any other natural calamities and the contractor shall restore the work at his/her own cost and ensure such execution strictly in accordance with the specification.
- c.** The maintenance and protection of work from damage of any kind shall be the responsibility of the contractor till the work is completed and handed over to the Department.

11. ROYALTY

Any other incidental charges like royalty, cartage, storage, cutting and wastage for execution of the work as defined above or infra structural activities required to be carried out in order to execute the work shall be borne by the Contractor. No reimbursement shall be entertained by the Department on this account.

12. POWER AND LIGHTING.

Necessary arrangements for the lighting of the area and power required for the execution of the work will be made by the contractor for which no extra payment will be made.

13. The contractor has to arrange his/her own certified Drifting personnel and department will not be responsible for such arrangements.

14. All safety measures prescribed in relevant IS safety codes as amended from time to time shall be bound on the contractor.

15. OTHER MATERIALS

- a.** All other materials such as Cement, Timber, stones, steel bars etc. for preparation of Inlet portal at the entrance of the Drift etc. will be arranged by the Contractor as per the actual requirements.
- b.** The Engineer-in-Charge shall inspect all the materials and satisfy himself/herself to their suitability prior to their usage.
- c.** Security during storage and upkeep of the materials brought to the work site shall be the responsibility of the Contractor and Engineer-in-Charge shall not acceptance responsibility for the same.

PART E- FINANCIAL BID

E1. Special instructions to the Bidder(s) for Filling up rates:

- a. All prices should be in Indian Rupee.
- b. The bidder must quote total output price inclusive of all taxes etc. **excluding GST**.
No additional charges on any account shall be payable by the purchaser on account of the duties, taxes, transportation, packing, boarding, lodging, insurance etc.
- c. Care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of discrepancy between figures and words, ***the amount mentioned in words shall prevail. In case of discrepancy in Totalling of unit rates, the unit rates shall prevail.***
- d. Prices for each item shall be furnished in the **proper format only** as given below and no subheadings shall be allowed. Any correction, overwriting etc. should be counter signed.
- e. No deviation in the payment terms mentioned above is permissible in the tender. If a bidder does not explicitly agree with the payment terms mentioned above, the tender shall be rejected as non-responsive.
- f. The bidder should quote for all the items mentioned in the Schedule of Quantity. The Bidder(s) not quoting for all the items are liable to be rejected.
- g. The quoted rates shall remain valid for the complete operation time of the work.
- h. Abnormally High or Abnormally low rates shall be summarily rejected.

Schedule of Quantities

Name of work: ‘Geo-Technical Investigation (Excavation of Drift) on the Right Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl (Mizoram)’

Sl. No	Item	Unit	Qty	Quoted Rates (INR)	Amount (INR)
1.	Clearing jungle including uprooting of rank vegetation, grass, bush, wood, trees and sapling of girth upto a distance of 50m outside the periphery of the area cleared.	sqm	625		
2	Making approach path and cutting of steps in hilly terrain including cost of labour and T&P complete				
a.	For 1.5 m wide path	m	250		
3	Construction of INLET portal at the entrance of DRIFT.				
a.	Steel Reinforcement for RCC work including straightening, cutting, bending in position and binding all complete.	kg	627.65		
b.	Providing and laying in position specified grade of reinforced cement concrete excluding cost of formwork, finishing and reinforcement.	cum	7.255		
4.	Excavation of Drift in different formation with cost of all labour T&P and POL, excluding cost of explosive materials, wooden/steel supports complete and as per direction of engineer-in-charge. (Assuming 2mX2.5m size DRIFT tunnel in hard rock formation).				
a.	Up to 30m length	cum	411.30		
b.	From 30m to 100m length	cum	274.20		
5.	Erection of wooden supports in drifts including cost of materials, fitting and fixing in position complete with cost of all labours, T&P and transport as per directions of Engineer-in-charge	m	150		
6.	Carriages by mechanical transport including loading and unloading and stacking etc. (Excavated rock)	cum	685.50		
7.	Excavation in hard rock (blasting) with disposal upto 1000 meters.	cum	685.50		
	TOTAL				

Total Amount in words:

Signature of Contractor with seal

PART-F SCHEDULES

SCHEDULE 'A' : Schedule of quantities (enclosed)

SCHEDULE 'B' : Schedule of materials to be issued to the Contractor:-

Sl.No.	Description of item	Quantity	Rates including 5% storage charges	Place of issue
1	2	3	4	5
a)	Blasting Material for blasting	As per requirement	As per prevailing market rate at the time of issue.	At Tlawng H.E.Project site.

The cost/expenses, storage, precaution and maintenance of blasting material will be the responsibility of contractor.

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/document for the work, if any)

SCHEDULE 'E' : Reference to General Conditions of Contract

Name of Work: 'Geo-Technical Investigation (Excavation of Drift) on the Right Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl (Mizoram)'

Estimated cost : Rs.79,42,290/- (Rupees Seventy Nine Lakh Forty Two Thousand Two Hundred Ninety only.)

Earnest Money : Rs.1,58,846/- (Rupees One Lakh Fifty Eight Thousand Eight Hundred Forty Six only)

Performance Guarantee : 5% of the tendered value.

Security Deposit : 5% of tendered value.

SCHEDULE 'F'

General Rules & Directions :		
Officer Inviting Tender :	:	Executive Engineer, North Eastern Investigation Division No: II, CWC, Aizawl.
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	:	As per rules

Definitions :		
(i)	Engineer-in-Charge	: Executive Engineer, North Eastern Investigation Division No: II, CWC, Aizawl.
(ii)	Accepting Authority	: Superintending Engineer, North Eastern Investigation Circle, CWC, Shillong
(iv)	Standard Schedule of Rates	: CWC SOR-2012/MSR-2013/MPWD-2016
(v)	Department	: Central Water Commission
Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date.		

Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of award of work, in days	7 days
	(ii) Maximum allowable extension beyond the period provided above in days	7 days
Clause 2	Authority for fixing compensation Under Clause 2.	Superintending Engineer, North Eastern Investigation Circle, Central Water Commission, Shillong, Meghalaya.

PERFORMANCE GUARANTEE (CLAUSE- 1)

(I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his/her proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 7 days of issue of work order. This period can be further extended by the Engineer-in-charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case of guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(II) In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law is at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

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

FORM OF PERFORMANCE GUARANTEE BOND

1. In consideration of the President of India (hereinafter called “The government”) having agreed to the terms and conditions of Agreement No. dated made between and [Hereinafter called “the said contractor(s)*]For the work (Hereinafter called “the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees Only) as a security / guarantee from the contractor(s) for compliance with his/her obligations in accordance with the terms and conditions of the said agreement.
We (Indicate the name of the Bank) (Hereinafter referred to as “the Bank”) hereby undertake to pay to the government on the amount not exceeding Rs. (Rupees only) on demand by the Government.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
..... (Rupees only).
4. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
6. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary only of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for – bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

8. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.
9. This guarantee shall be valid up to unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the Day of For
(Indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him/her for work done under the contract to deduct Security deposit, which is liable to be deducted from the running bill @ 5% till total amount of security deposit and performance guarantee achieves 10% of the contract value. Such deductions will be made and held by Government by way of Security Deposit unless he/she/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his/her security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his/her Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his/her security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

NOTE – 1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2: Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

DECLARATION BY THE BIDDER

1. I/we confirm that the general specifications and special conditions appended in the tender documents have been fully examined and full cognizance taken thereof in arriving at the total amount and tendered sums contained therein.
2. I hereby accept all the terms and conditions of the tender.
3. It is certified that we have not been black listed by any of the departments registration of which is valid for this work.
4. I/we warrant that the output supplied by us shall be in full conformity of the specification/output required by this tender. This warranty shall remain enforced / valid during inspection/acceptance of the output and shall expire six months after the final acceptance of the output by Purchaser.
5. I/we also warrant that I/we shall handover all the data/records and shall maintain total confidentiality of this work.

SIGNATURE OF BIDDER

(Office Seal)

1. Authorized Signatory
2. Name of the Bidder
3. Address
3. Phone No.
4. Fax No.
5. E-mail Address
6. Web site address if any

ANNEXURE-I

**LIST OF ENGINEERS / TECHNICANS TO BE DEPLOYED SPECIFICALLY FOR
THE WORK**

SI No.	Name	Years with the firm	Designation with the firm	Qualification	Years of Experience & Nature of experience	Contact no. & e-mail id

ANNEXURE-II

**LIST OF EQUIPMENTS/ INSTRUMENTS/HARDWARE/SOFTWARE ETC
TO BE DEPLOYED SPECIFICALLY FOR THE WORK**

SI No.	Item	Years of procurement	Technical specification	Quantity	Whether meeting the present requirement	Remarks

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 secure 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 an 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 the 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 people who will be the main person coordinating 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 Centre' 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 the 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	North Eastern Investigation Division No:II, Central Water Commission, Aizawl Executive Engineer
Telephone/Mobile	Telephone/Mobile : 0389-,2352266/7838615764 [between 10:00 hrs to 17:00 hrs on working days]
E-mail Id	E-mail Id :neid2cwc@yahoo.com

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 Encrypted™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself/herself. 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 the 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 awardees’ 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/herself (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 enhance 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 on 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.tcil-indiaelectrontender.com>, and go to the User-Guidance Centre

The help information provided through 'ETS User-Guidance Centre' 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 the 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 an 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)

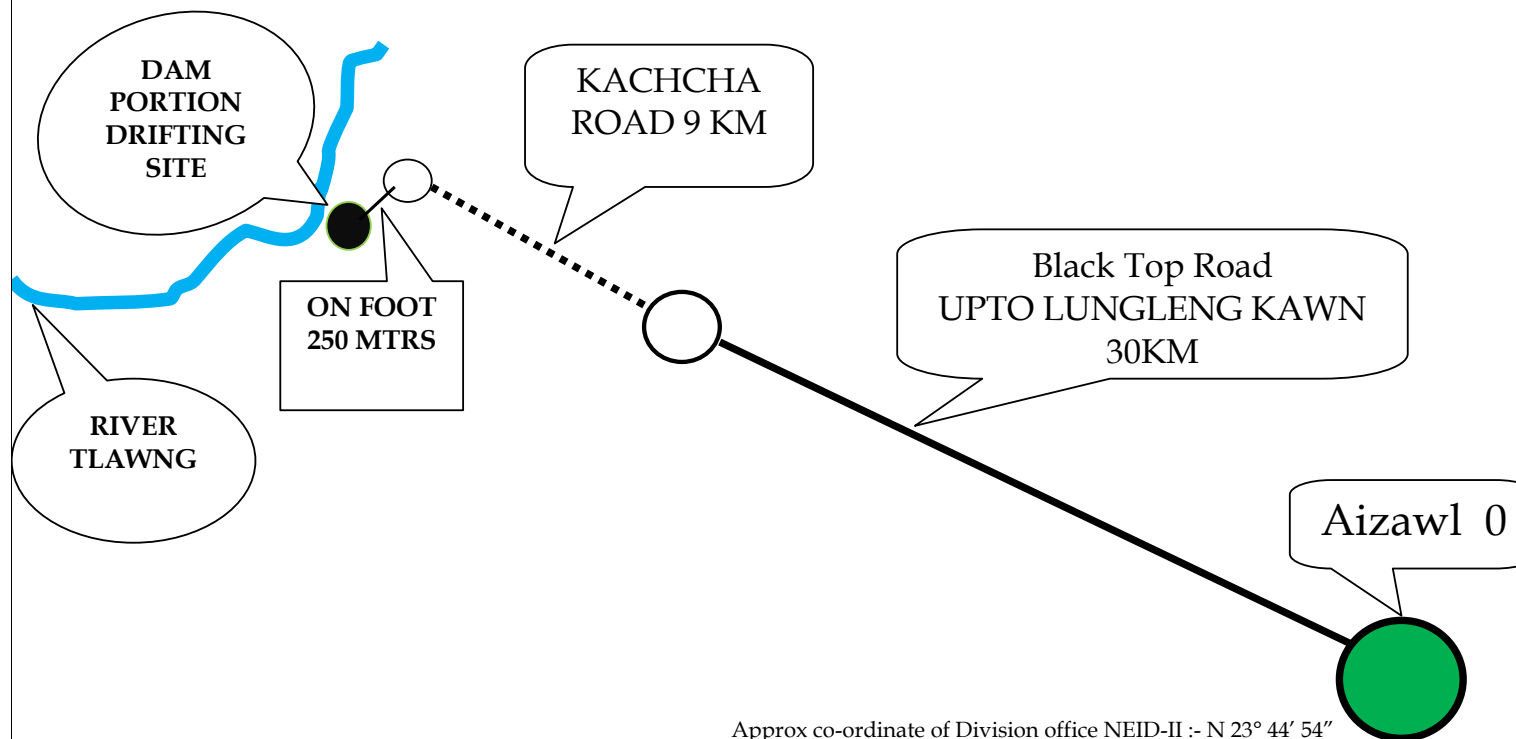
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LINE DIAGRAM SHOWING THE DISTANCE AND LOCATION OF DRIFTING SITE (DAM PORTION)

AT TLAWNG H.E.PROJECT UNDER NEID-II, CWC, AIZAWL (MIZORAM)

Approx co-ordinate of Drifting site :- N 23° 37' 54"

E 92° 40' 77"



Approx co-ordinate of Division office NEID-II :- N 23° 44' 54"

E 92° 45' 92"

