



भारत सरकार
GOVERNMENT OF INDIA

जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय
MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA REJUVENATION

केंद्रीय जल आयोग
CENTRAL WATER COMMISSION



e-Tender Document For

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

Tender No.: 03/2021-22/NEID-II/AIZAWL

LAST DATE OF SUBMISSION : 13/11/2021 (Up to 16:00 hrs.)
TECHNICAL BID OPENING DATE : 15/11/2021 (At 14:30 hrs.)

बराक एवं अन्य बेसिन संघटन शिलांग
Barak and Other Basin Organisation, Shillong
उत्तर पूर्वी अन्वेषण परिमंडल, शिलांग
North Eastern Investigation Circle, Shillong
उत्तर पूर्वी अन्वेषण मंडल –II, आइजल (मिज़ोरम)
North Eastern Investigation Division-II, Aizawl (Mizoram)

Tender No.: 03/2021-22/NEID-II/AIZAWL



**भारत सरकार
Government of India
केंद्रीय जल आयोग
Central Water Commission
उत्तर पूर्वी अन्वेषण मंडल –II
North Eastern Investigation Division-II**



दूरभाष@ Phone: 0389-2352266
फैक्स@Fax: 0389-2350822
ई-मेल@E-Mail: neid2-cwc@gov.in

जलशक्तिपुरम, ज़ेमाबाक, आइजोल
Jalshaktipuram, Zemabawk, Aizawl

F.No:NEID-II/HQ/NIT/DRIFT/2018-19/02/

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 Left 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. 67,26,558/-(Rupees Sixty Seven Lakh Twenty Six Thousand Five Hundred and Fifty Eight only)
Earnest Money	NIL, Bid Security Declaration need to be submitted in the prescribed form (Annexure-III) at the time of submission of bid.
Performance guarantee	3 % of the tendered value of work.
Security Deposit	2.5 % of the tendered value of work.
Contract Period	120 Days
Cost of Tender Document	Nil
Last Date and Time of Submission of Tender Online	13-11-2021 at 16.00 Hours
Date of opening of Technical bid	15-11-2021 at 14.30 Hours

E-tender is available on e-procurement website URL www.eprocure.gov.in and www.cwc.gov.in from 20.10.2021 (17:00hrs) to 13.11.2021(10:00hrs).

INFORMATION FOR BIDDERS FOR E-TENDERING:

1.0 Qualification Criteria that the Firms should fulfil, includes:

- a) Should be a Government registered firm / agency having worked for railways, CPWD, PSU or any other Govt. department for the similar work.
 - b) 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/tunnelling Works for a Multipurpose/ Irrigation/ Canal/Road 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 maybe appended.

- c) **The average annual turnover of the firm for three years in last five years should be at least 50% of the estimated cost. In this context, the audited balance sheets of three financial years may be appended.**
- d) 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.
- e) 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/tunnelling who will be deployed on the work. ***The degree and experience of the associated Personnel who will be deployed for execution of the work may be appended.***
- g) The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- h) Information and Instructions for bidders posted on website shall form part of bid document.
- i) Those contractors not registered on the website mentioned above, are required to get registered beforehand.
- j) On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- k) Contractor can upload documents in the form of PDF format only.
- l) Contractor must ensure to quote rate of each item.
- m) The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- n) 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.

2.0 List of Documents to be scanned and uploaded within the period of bid submission:

- a) The bidder has to submit Bid Securing Declaration form along with tender document.
- b) Signed and scanned copy of valid registration certificate, PAN No, GSTIN and Work completion certificates etc.,.
- c) Signed and scanned copy of previous three years Income-tax return, turn over, audited financial statement, GST registration, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or Public Ltd. Company.
- d) Signed and scanned true copy of Partnership deed as per the tender document.
- e) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
- f) Experience certificates of similar works for last 7 years.
- g) The bidders shall have to furnish an affidavit as under:-

“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)”

- h) Certificate of Financial Turnover: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover for the period as specified in the bid document and further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.
- i) Net worth Certificate or Solvency Certificate from Banks.
- j) GST Registration certificate of the state in which the works to be taken up, if already obtained by the bidder. If the bidder has not obtained the GST registration in the state in which the works is to be taken up, or as required by GST authorities, then in such a case the bidder shall scan and upload following undertaking along with other bid documents.

“If work is awarded to me, I/We shall obtained GST Registration certificate of the state, in which the works to be taken up, within 01 Month from the date of receipt of award letter or before release of any payment by CWC, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards Me/Us on account of work executed and/or for any action taken by CPWD or GST department in this regard.

3.0 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 performance guarantee shall be forfeited and he/she shall be debarred from tendering for the works of CWC in future.

4.0 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.

5.0 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.

6.0 Availability of Work Place: The workplace would be at Left Abutment of the Dam Portion of Tlawng Hydro-Electric Project near Lungleng Village, District: Aizawl under North Eastern Investigation Division - II, CWC, Aizawl which will be made available for the work .

7.0 Visit to Work Place by: Tenderers are encouraged to inspect and examine the workplaces 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.

8.0 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.

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

10.0 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.

11.0 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. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.

12.0 Signing of Contract Agreement: The successful Tenderer/Contractor on acceptance of his/her tender by the competent authority shall deposit 3% of tendered value 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
NEID-II, CWC, Aizawl

Copy for information:

1. The Chief Engineer, B & OBO, CWC, Shillong.
2. The Superintending Engineer, NEIC, CWC, Shillong.
3. Account Branch, NEID-II, CWC, Aizawl.
4. SDE(HQ)/DB, NEID-II, CWC, Aizawl for uploading e-tender document in www.cwc.nic.in and www.eprocure.gov.in

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : MIZORAM

DIVISION : NORTH EASTERN INVESTIGATION DIVISION-II, CWC, AIZAWL

ITEM RATE TENDER & CONTRACT FOR WORKS

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

To be submitted by 16.00 hours on 13-11-2021 to Executive Engineer, North Eastern Investigation Division-II, Central Water Commission, Zemabawk, Aizawl, Mizoram

- (i) To be opened online at on 15-11-2021 at 14.30 Hours
- (ii) Issued to :- _____

(Contractor)

Signature of officer issuing the documents

Designation : Executive Engineer

Date of Issue :

TENDER APPLICATION

I/We have read and examined the Notice Inviting e-Tender, scope of work requirements, schedule, A, B, C, D, E & F, 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.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule "F", viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

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

Bid Securing Declaration is hereby enclosed with the tender in the prescribed format as per **Annexure-III** in favour of the Executive Engineer, North Eastern Investigation Division - II, Central Water Commission, Aizawl as bid security.

Whereas, I/We.....(name of agency).....have submitted bids for **Geo-Technical Investigation (Excavation of Drift) on the Left Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl (Mizoram)**

I/We hereby submit bid securing declaration (**Annexure-III**) in lieu of submitting Earnest Money Deposit.

If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents, Or

If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents, I/We shall be suspended for FIVE year and shall not be eligible to bid for CWC tenders from date of issue of suspension order.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

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 performance guarantee absolutely. Further, I/we agree that in case of forfeiture of 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 Contractor

Witness: -

Postal Address: -

ACCEPTANCE

The above tender 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) Tender document dully signed by successful bidder, Notice Inviting Tender
- ii) Your tender No. & date
- iii) Clauses of contract duly signed.
- iv) Part- A to Part-G of Contract Document
- v) Any letter issued with respect to tender
- vi) Minutes of any pre bid meeting.....

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

Date : _____

Designation :-

e-TENDER DATA SHEET

ORGANIZATION :	B&OBO,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 Left 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 NIT
PART-I	
Technical Bid :	
Tender Details and Instructions to Bidder	As per Part A
General Terms and Conditions of Contract	As per Part B
Special Terms and Conditions of Contract	As per Part C
Description of Work	As per Part D
Instructions for online bid submission	As per Part E
PART –II	
Financial Bid:	
Financial Bid	As per Part F
Schedules:	As per Part G

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 e-procurement portal which can accessed using URL www.eprocure.gov.in
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 Left 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 20.10.2021 (17:00 hrs) to 13.11.2021 (upto 10:00 hrs) from e-procurement portal which can accessed using URL www.eprocure.gov.in or from CWCs website www.cwc.gov.in
8	Cost of the Tender	Nil
9	Last date time for submission of tender	13.11.2021 upto 16:00 hrs
10	Pre Bid meeting	Nil. The agency may seek clarifications to any query regarding tender though www.eprocure.gov.in from 21.10.2021 (10:00 hrs) to 12.11.2021 (upto 10:00 hrs)
11	EMD amount payable	NIL, Bid Security Declaration need to be submitted in the prescribed format (Annexure-III)
12	Date ,Time and place of Opening of Online tender	Online Opening of Technical Bid shall commence at 14:30hrs on 15.11.2021 . 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 3% 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	2.5% of the billed amount would be deducted every month towards the security deposit

PART A

TENDER DETAILS

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 Terms and Conditions of Contract

Part C: Special Terms and Conditions of Contract

Part D: Description of Work

Part E: Instructions for online bid submission

Part F: Financial Bid

Part G: Schedules

Earnest Money Deposit (EMD): EMD shall be exempted as per Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.9/4/2020-PPD dated 12.11.2020. However, Bid Securing Declaration must be submitted by the bidders in the prescribed format on company letter head. The tenders without the Bid Securing Declaration will be rejected outrightly.

2. The tender Documents are available at e-procurement website URL <https://eprocure.gov.in> and also from CWC website 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. 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 e-procurement website URL <https://eprocure.gov.in>.
4. 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.

5. Bids received online e-procurement website <https://eprocure.gov.in> will be opened as per date/time as mentioned in the Tender Key Event Sheet **(at page no. 11).**

A.3.INSTRUCTION TO BIDDERS:

- 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 award 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.
- The contractor shall be required to deposit an amount equal to 3% 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 @ 2.5% till total amount of security deposit and performance guarantee achieves 5.5% of the contract value.
- 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 him/her to accept the lowest or any other tender and reserves to him/her 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. 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) without **Bid Security Declaration** shall be summarily rejected and their tenders shall not be considered for further evaluation.

2. The Bid(s) will be opened as Single Stage Two Envelope Systems in following sequence:

- First – Technical Bids will be opened first.
- Second – Financial bid of those technically qualified bidders will be opened next.

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) who has submitted Bid security declaration form and whose weightage in technical evaluation criteria will be 60 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.

	Attributes	Evaluation	
(a)	Financial strength (25 marks)		
	(i) Average annual turnover 20 marks	(i) 60% marks for minimum eligibility criteria	
	(ii) Solvency Certificate 5 marks	(ii) 100% marks for twice the minimum eligibility criteria or more	
		In between (i) & (ii) - on pro-rata basis	
(b)	Experience in similar class of works (25 marks)	(i) 60% marks for minimum eligibility criteria	
		(ii) 100% marks for twice the minimum eligibility criteria or more	
		In between (i) & (ii) - on pro-rata basis	
(c)	Personnel and Establishment (25 marks)		
	Jack Hammer Operator		
	5 numbers or more	5 Marks	(max 5 marks)
	3 numbers	3 Marks	
	Less than 3 numbers	0 Marks	In between on pro-rata basis
	Compressor Operator		
	4 numbers or more	5 Marks	(max 5 marks)
	2 numbers	3 Marks	
	Less than 2 numbers	0 Marks	In between on pro-rata basis

Blaster			
4 numbers or more		5 Marks	(max 5 marks)
2 numbers		3 Marks	
Less than 2 numbers		0 Marks	
blaster helper			
6 numbers or more		5 Marks	(max 5 marks)
3 numbers		3 Marks	In between on pro-rata basis
Less than 3 numbers		0 Marks	
Engineers and Geologists for overall supervision			
4 numbers or more		5 Marks	(max 5 marks)
2 numbers		3 Marks	In between on pro-rata basis
Less than 2 numbers		0 Marks	
(d)	Plant & Equipment	(25 marks)	
Excavator			
4 numbers or more		5 Marks	(max 5 marks)
2 numbers		3 Marks	In between on pro-rata basis
Less than 2 numbers		0 Marks	
Truck			
8 numbers or more		5 Marks	(max 5 marks)
4 numbers		3 Marks	In between on pro-rata basis
Less than 4 numbers		0 Marks	
Compressor			
6 numbers or more		5 Marks	(max 5 marks)
3 numbers		3 Marks	In between on pro-rata basis
Less than 3 numbers		0 Marks	
Jack Hammer			
10 numbers or more		5 Marks	(max 5 marks)
6 numbers		3 Marks	
Less than 6 numbers		0 Marks	
Ventilation Blowers(Heavy duty)			
4 numbers or more		2.5 Marks	(max 2.5 marks)
2 numbers		1 Marks	In between on pro-rata basis
Less than 2 numbers		0 Marks	
Water Pumps			
4 numbers or more		2.5 Marks	(max 2.5 marks)
2 numbers		1 Marks	In between on pro-rata basis
Less than 2 numbers		0 Marks	

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 60%. 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 does 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 tenderers 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 award of work to the successful tenderer shall constitute the formation of Contract. 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.

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

3. The **Performance Guarantee** shall be @ 3% 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 @ 2.5% of contract and the same would be deducted from each bill. 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 3 years in similar works,
2	Compressor Operator	2	Experience of 3 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/ Geologist (optional)	2	Relevant Degree/ diploma with min 3 years of experience in similar works.
B	Machinery		
1	Excavator	2	The machines to be in good working condition and suitable capacity to complete the work in time.
2	Truck	5	The machines to be in good working condition and suitable capacity to complete the work in time.

3	Compressor	3	The machines to be in good working condition and suitable capacity to complete the work in time.
4	Jack Hammer	6	The machines to be in good working condition and suitable capacity to complete the work in time.
5	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.
6	Ventilation Blowers(Heavy duty)	2	The machines to be in good working condition and suitable capacity to complete the work in time.
7	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. The BOQ shall be furnished by the Bidder using the Schedule uploaded with the bidding documents wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
- 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 machinery 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 make his/her own arrangements for obtaining electricity if required and make necessary Payments directly to the Department concerned.

PART B
GENERALTERMS AND 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 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 subcontracted personnel, and will hold himself/herself responsible for any misdemeanour.

- d. The staff/labours engaged by the Contractor shall wear personal protective equipments as required during the execution of work.

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 or handing over of site whichever is later.

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, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence 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 one hundred twenty (120) 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 thirty (30) 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 15days 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, etc. **including 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. 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 7 days 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. 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

- x. 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 15days' 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&OBO, 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 or date of handing over of site whichever is later. 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 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.[22m drift to be completed].
Third fortnight	35(thirty) percent of the total work awarded & progress of the previous fortnight to be submitted.[39m drift to be completed].
Fourth fortnight	50(fifty) percent of the total work awarded & progress of the previous fortnight to be submitted.[55m drift to be completed].
Fifth fortnight	65 (sixty five) percent of the total work awarded & progress of the previous fortnight to be submitted.[72m drift to be completed].
Sixth fortnight	80 (eighty) percent of the total work awarded & progress of the previous fortnight to be submitted.[88m drift to be completed].

Seventh forth night 95 (ninety-five) percent of the total work awarded & progress of the previous fortnight to be submitted.[105 m drift to be completed].

Eighth fortnight 100 (hundred) of the total contract submission of complete deliverables.[110m 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.
 - a. The Contractor shall submit all bills (in Triplicate) to the Executive Engineer, NEID-II, CWC, Aizawl.
 - b. The Income tax as applicable shall be deducted at source from the bill.
 - c. Performance security will be released only after expiry of warranty period of all the deliverables.
 - d. 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

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 Left Abutment of the Dam Portion of the project site.

1. Three Nos of Drifts on the Left 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 **110 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. Ground water, 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

6. 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.

7. The Engineer-in-charge shall have the right to the possession of or use any completed art 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.

3. Removal of muck (Blasted Rock) from the Drifts and its 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 50 m, 30m, 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.

D.5. ADDITIONAL TERMS & 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 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, fire fighting 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 Driftetc. 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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **blue coloured** (unprotected) cells with their

respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

PART F
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. **including 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. Bidders are advised to specifically note that Financial Bid shall necessarily be submitted in prescribed format under the Tender document and submission of the same in any other way will not be accepted. In this context, the bidders are further advised to download and fill the standard BOQ format under the Tender document for the Price Bid. The Bidders are required to download the BOQ file, open it and complete the “**blue coloured** (unprotected) cells” with their respective financial quotes along with other details such as name of the bidder, etc. The details of the other Cells of BOQ format should be changed. Once the details have been completed, the bidder should save it and submit it online without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- d. 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.
- e. 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.
- f. The quoted rates shall remain valid for the complete operation time of the work.
- g. Abnormally High or Abnormally low rates shall be summarily rejected.

[Validate](#)[Print](#)[Help](#)**Item Rate Boq**

Tender Inviting Authority: Executive Engineer, North Eastern Investigation Division-II, CWC, Aizawl

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

Contract No: 02/2021-22/NEID-II/AIZAWL

Name of the Bidder/ Bidding Firm /						
---------------------------------------	--	--	--	--	--	--

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Including all Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Excavation of Drift on the Left Abutment of Dam Portion of Tlawng Hydro-Electric Project					
1.01	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	5000.000	Sqm		0.000	INR Zero Only
1.02	Earthwork in excavation by mechanical means (Hydraulic excavator)/ manual means over areas(exceeding 30cm in depth, 1.5m in width as well as 10 sq mtr on plan) including getting out and disposal of excavated earth lead upto 50m and lift upto 1.5m as directed by engineer in charge - Ordinary rock	1500.000	Cum		0.000	INR Zero Only
1.03	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	140.625	Cum		0.000	INR Zero Only
1.04	Centering and shuttering including strutting, propping etc. and removal of form for -Foundations, footings, bases of columns, etc. for mass concrete	11.760	Sqm		0.000	INR Zero Only

1.05	Centering and shuttering including strutting, propping etc. and removal of form for -Columns, Pillars, Piers, Abutments, Posts and Struts	18.000 Sqm		0.000	INR Zero Only
1.06	Centering and shuttering including strutting, propping etc. and removal of form for -Arches, domes, vaults up to 6 m span	17.663 Sqm		0.000	INR Zero Only
1.07	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. -Thermo-Mechanically Treated bars of grade Fe-500D or more.	87.020 Kg		0.000	INR Zero Only
1.08	A Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. -Thermo-Mechanically Treated bars of grade Fe-500D or more.	399.100 Kg		0.000	INR Zero Only
1.09	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	2.058 Cum		0.000	INR Zero Only
1.1	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	2.250 Cum		0.000	INR Zero Only
1.11	Reinforced cement concrete work in arches, arch ribs, domes, vaults, shells, folded plate and roofs having slope more than 15° up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	2.944 Cum		0.000	INR Zero Only

1.12	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 directions of engineer-in-charge. - In Hard Rock formation: up to 30 m length	459.052	Cum		0.000	INR Zero Only
1.13	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 directions of engineer-in-charge. - In Hard Rock formation: from 30 m to 100 m long	91.400	Cum		0.000	INR Zero Only
1.14	Erection of Wooden Supports in drifts including cost of materials fitting and fixing in position complete with cost of all labour, T&P and transport as per directions of Engineer-in-charge	110.000	Per meter length of Drift		0.000	INR Zero Only
1.15	Carriage of excavated rocks by manual transport including loading and un loading and stacking etc. (For 1st 50meters)	550.452	Cum		0.000	INR Zero Only
1.16	Carriage of excavated rocks by Mechanical Transport upto 1 Km including loading and un loading and stacking etc.	550.452	Cum		0.000	INR Zero Only
2	Purchase and supply of explosives for blasting					
2.01	Blasting fuse (fuse wire)	1500.000	Nos		0.000	INR Zero Only
2.02	Blasting powder	500.000	Kg		0.000	INR Zero Only
2.03	Carriage charges of explosive materials	1.000	LS		0.000	INR Zero Only
Total in Figures					0.00	INR Zero Only
ed Rate in Words		INR Zero Only				

Signature of Contractor with seal

PART-G
SCHEDULES

SCHEDULE ‘A’: Schedule of quantities (enclosed) at page 48, 49 and 50

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
Nil				

SCHEDULE ‘C’ : Tools and Plants to be hired to the contractor:-

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

SCHEDULE ‘D’ : (Extra schedule for specific requirements/document for the work, if any)

SCHEDULE ‘E’ : Reference to General Conditions of Contract -2020 as amended till date

Name of Work: ‘Geo-Technical Investigation (Excavation of Drift) on the Left 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. 67,26,558/- (Rupees Sixty Seven Lakh Twenty Six Thousand Five Hundred and Fifty Eight only)

Earnest Money: NIL, Bid Security Declaration need to be submitted in the prescribed form (Annexure-III)

Performance Guarantee :3% of the tendered value.

Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'

General Rules & Directions :		
Officer Inviting Tender :	:	Executive Engineer, North Eastern Investigation Division-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 -II, CWC, Aizawl.
(ii)	Accepting Authority	: Chief Engineer, B& OBO, CWC, Shillong
(iii)	Standard Schedule of Rates	: CWC SOR-2012/ CPWD rate analysis 2021
(iv)	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 acceptance of work, in days	7 days
	(ii) Maximum allowable extension of time for submission of Performance Guarantee 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.
Clause 5	Time and Extension for Delay	Applicable

PERFORMANCE GUARANTEE (CLAUSE- 1)

(I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 3% (Three 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 only other right or remedy available in law is at liberty to act according to Bid Securing Declaration.

(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 only 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.....(Rupeesonly).
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 theDay ofFor
(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 @ 2.5% till total amount of security deposit and performance guarantee achieves 5.5% 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.

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)

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

Sl 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

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

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:

Bid No.:

To:

*The Executive Engineer
North Eastern Investigation Division-II
Central Water Commission
Zemabawk, Aizawl*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **five year** starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract; or
 - (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE
LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF
TENDERS**

S. No	Name of work/project and location	Owner or sponsoring organization	Cost of work in Lakhs of rupees	Date of commen- cement as per contract	Stipulate d date of completi on	Actua l date of compl - etion	Litigation / arbitrat- ion cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	<i>Whether the work was done on back to back basis Yes/ No</i>
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

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(i) Gross Annual turnover on construction works.

(ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.

III. Solvency Certificate from Bankers of the bidder in the prescribed Form “B”.

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM “B”

FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....) This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE

(1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORISED TO
SIGN THE RELEVANT CONTRACT ON BEHALF OF CWC.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

President of India represented through Executive Engineer, North Eastern Investigation Division-II, Central Water Commission, Zemabawk, Aizawl (Hereinafter referred as the (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No: 03/2021-22/NEID-II/AIZAWL) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **"Geo-Technical Investigation (Excavation of Drift) on the Left Abutment of Dam Portion of Tlawng Hydro-Electric Project near Lungleng village, Distt. Aizawl under North Eastern Investigation Division-II, CWC, Aizawl(Mizoram)"** here in after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the

Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 2) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....(For and on behalf of Principal/Owner)

.....(For and on behalf of Bidder/Contractor)

WITNESSES:

1.(Signature, Name and Address)

2.(Signature, Name and Address)

Place:

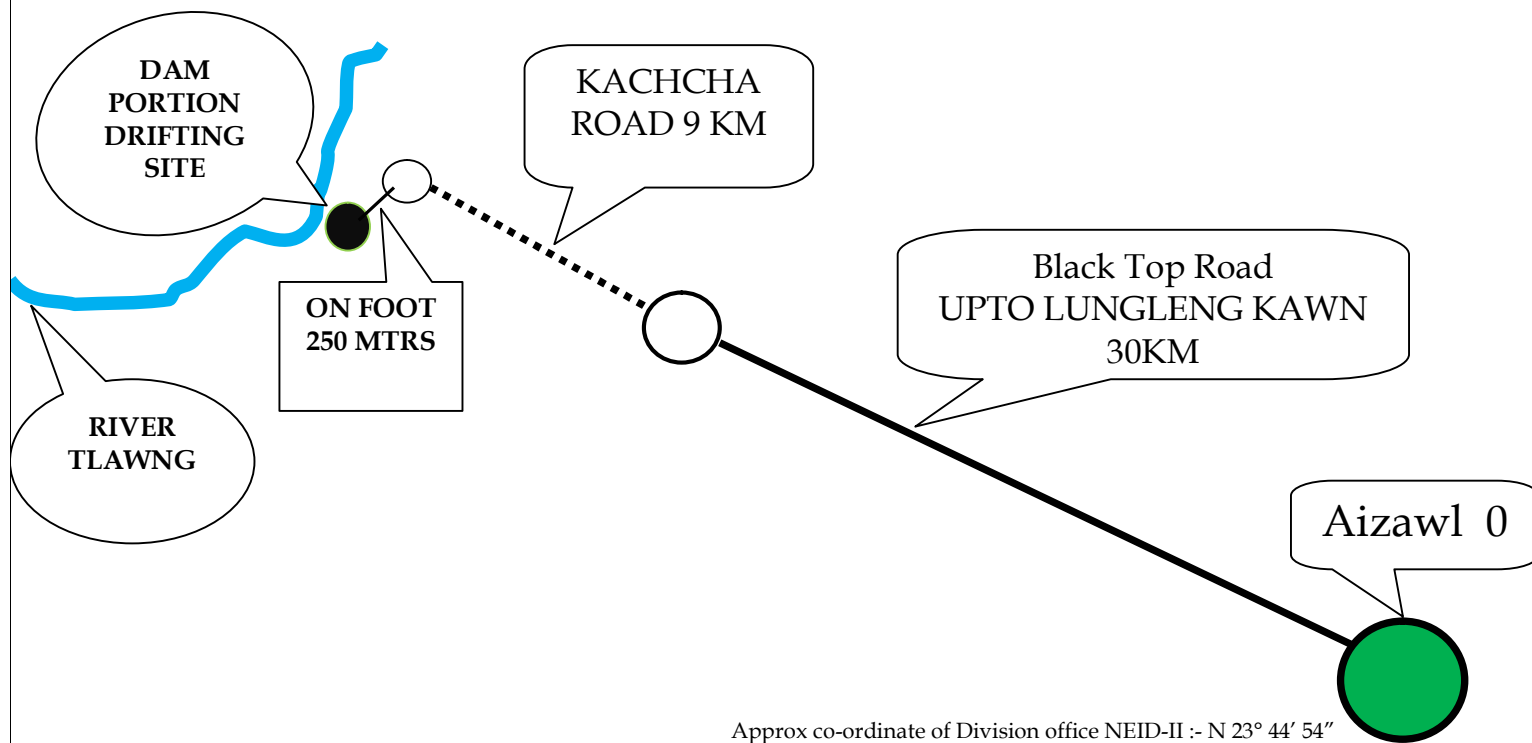
Dated :

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"

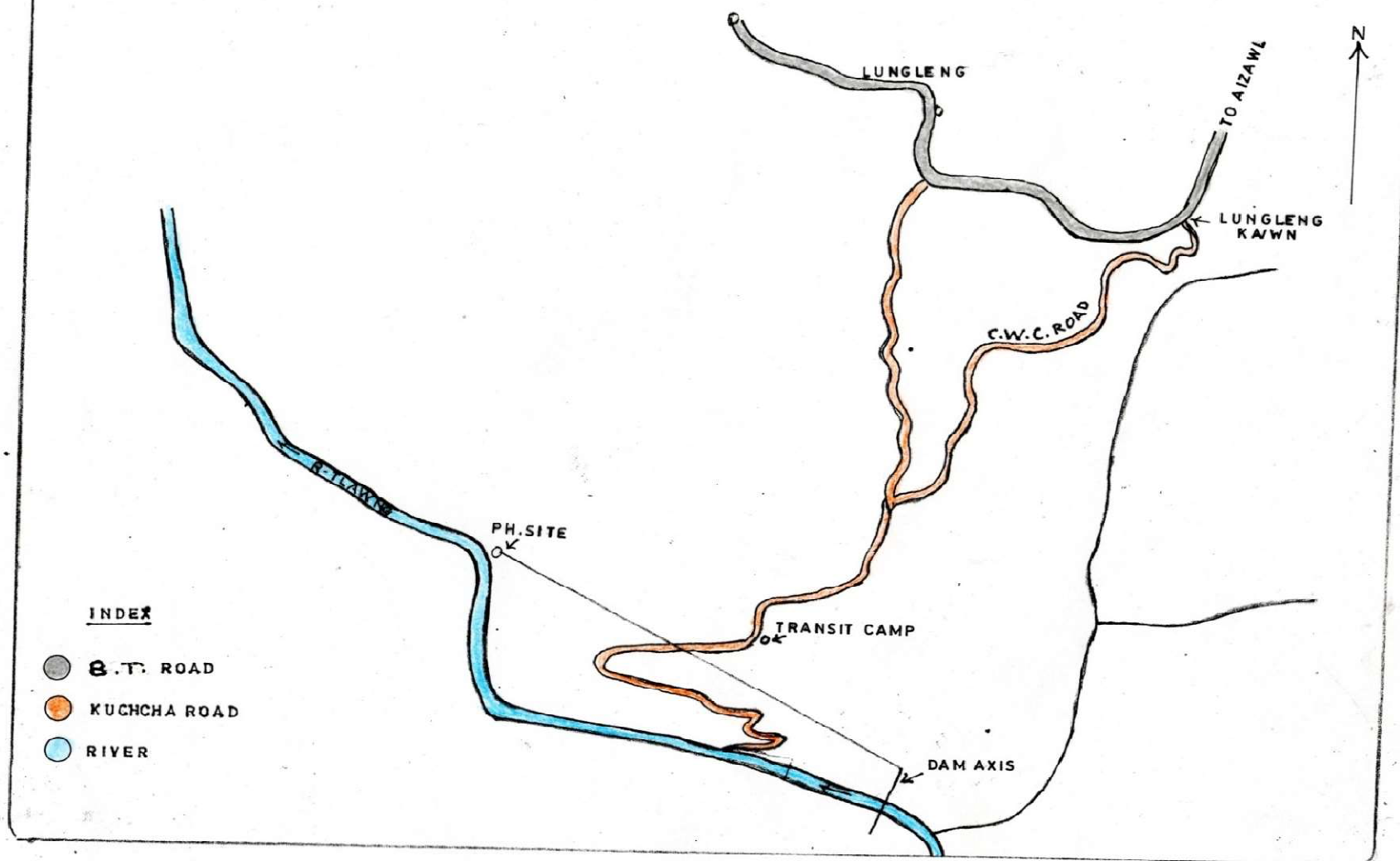
E 92° 40' 77"

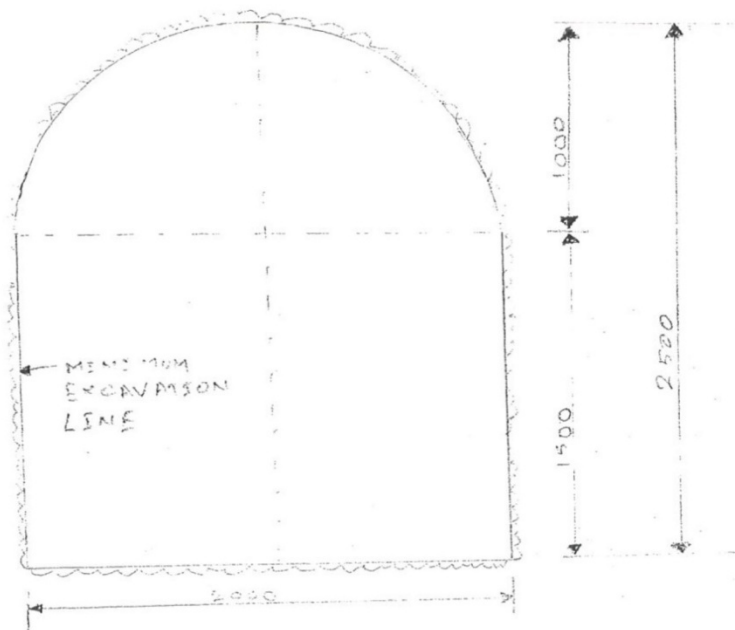


Approx co-ordinate of Division office NEID-II :- N 23° 44' 54"

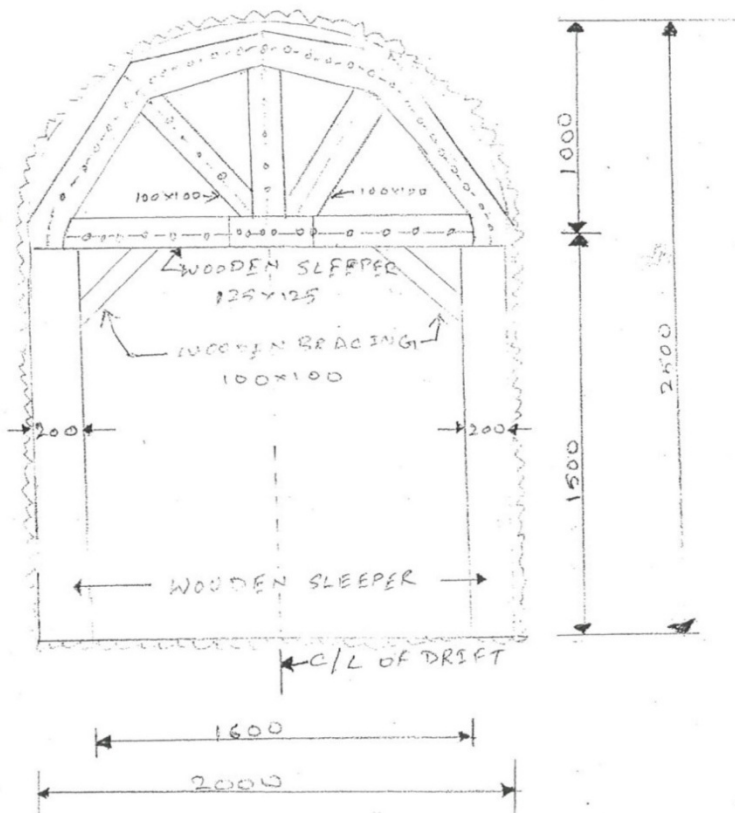
E 92° 45' 92"

LINE DIAGRAM FOR REACHING DAM AXIS FROM LUNGLENG KAWN





UNSUPPORTED SECTION OF DRIFT



NOT TO SCALE

checked by

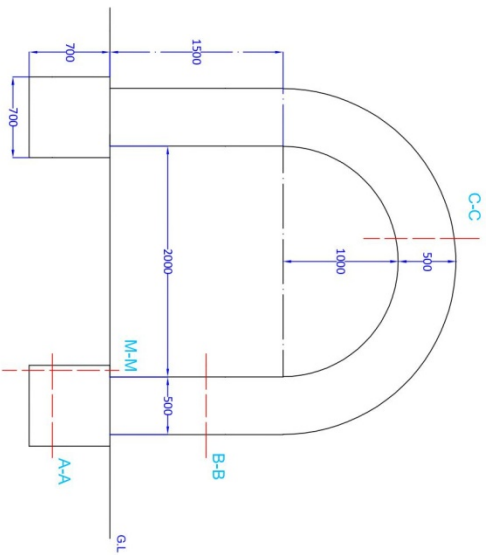
[Signature]
26/7/18

JE (HQ) (ARPIT SRIVASTAVA)

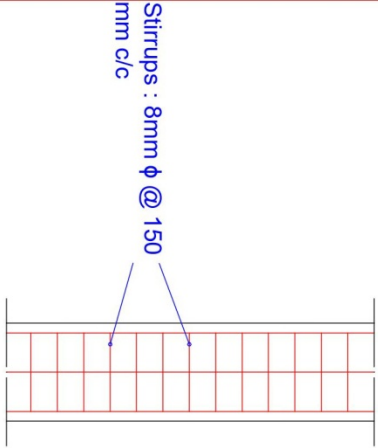
Amal
26/7/18
Junior Engineer
NEISD - III
CWC, Aizawl

NAME OF THE WORK: GEO-TECHNICAL INVESTIGATION (EXCAVATION OF DRIFT) ON LEFT ABUTMENT OF DAM PORTION OF
TLAWNG HYDRO ELECTRIC WORK PROJECT

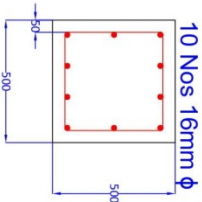
NO OF DRIFTS AT LEFT BANK: 3 Nos.(30m, 30m, 50m)



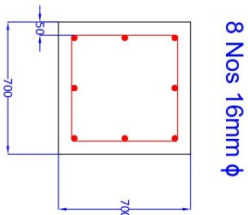
TYPICAL SECTION OF
DRIFT



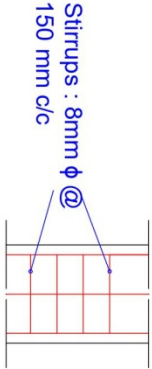
Column Reinforcement Details



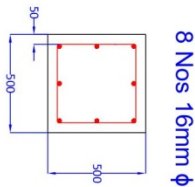
Typical Cross Section at C-C



Typical Cross Section at A-A



Typical Cross Section at M-M



Typical Cross Section at B-B

Note: All Dimensions are in mm