

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NORTH EASTERN INVESTIGATION DIVISION-III
ITANAGAR, ARUNACHAL PRADESH-791111**



**NOTICE INVITING E-TENDER
FOR**

**“Canal Alignment studies of Birmati Reservoir Scheme in Deoghar,
Jharkhand including layout with grid plan, X-section, L-section,
estimation of quantities etc.”**

NIT No.: NEID-III/NIT/2020-21/56 Dated: 28.10.2020

Last date for online submission of e-tender : 03.11.2020 upto 1600 Hrs
Date of opening of e-tenders (Technical Bid): 04.11.2020 at 1630 Hrs

OFFICER INVITING THE E- TENDER:

**Executive Engineer, NEID-III, CWC
Itanagar, Arunachal Pradesh - 791111**

(Certified that this document contains *total 24 Pages*)

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NORTH EASTERN INVESTIGATION DIVISION-III
ITANAGAR, ARUNACHAL PRADESH**

NOTICE INVITING TENDER

The Executive Engineer, NEID-III, CWC, Itanagar, invites, on behalf of The President of India, e-tenders comprising of technical and financial bids from an experienced contractor for the work *“Canal Alignment studies of Birmati Reservoir Scheme in Deoghar, Jharkhand including layout with grid plan, X-section, L-section, estimation of quantities etc.”*

A. SUBMISSION OF DOCUMENTS

1. The following documents are to be furnished online as the technical bid part by the Bidder as per the tender document:
 - i. Signed copy of PAN and GST registration along with other relevant documents of the tenderer.
 - ii. Signed copy of undertaking by the tenderer on his letterhead of not being blacklisted by any government department.
 - iii. Experience Certificate of executing similar nature of works of works
2. The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening:
 - i. Earnest Money Deposit of Rs 8,000.00 only
 - ii. Tender Cost of Rs 500 only

In the event of any communication breakdown due to unforeseen circumstances beyond human control, prospective bidder is requested to send the copy of EMD/ tender cost through email for intimation purpose.
3. The firm should have a minimum average annual financial turnover of Rs.2.00 Lakhs with positive net worth during the immediate last three consecutive financial years. Income-tax clearance certificate/ Returns and audited balance sheet of firm for last 03 years must be attached. In case of ITR exemptions, a certificate of exemption to be included.
4. The firm should have satisfactorily completed works of similar nature during the last 7 years as on 03.11.2020 as under:
 - (a) One work costing not less than Rs. 3.20 lacs or
 - (b) Two works, each costing not less than Rs. 2.40 lacs or
 - (c) Three works, each costing not less than Rs. 1.60 lacs.

Copy of completion report along with the work order should be enclosed.
5. The firm should not have been blacklisted / terminated / debarred by any Central Government Ministry/ Department/ Organization and CPSU.

6. In view of prevailing COVID-19 pandemic, the bidder has to send an email intimation for submission of tender cost and EMD along with scanned copies to eeheid3-cwc@gov.in

B. General Conditions:

1. Agreement shall be drawn with the successful bidder on prescribed Form (CPWD 8); Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
2. In case of a consortium, the agreement in original between various partners will be submitted with the bid clearly identifying the clear scope of work for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
3. One of the partners of the consortium will be identified in the agreement, mentioned in point no. 2 above, as a lead partner and will be authorized to execute the contract with the purchaser. All financial transactions and liabilities shall rest with the lead partner.
4. The qualifying criteria will be applicable to each of the partners of the consortium with a limited scope of works for which the concerned partner is responsible as a member of the consortium
5. The time allowed for carrying out the works shall be 45 days from the day of issue of Work Order to commence the works.
6. The site for the work shall be made available in advance.
7. The NIT and tender can be downloaded from <http://cwc.gov.in> or <https://eprocure.gov.in/eprocure/app>. However, in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <https://eprocure.gov.in/eprocure/app>
8. Bids will be received in single stage with two covers; one containing technical bid with earnest money and the other containing financial bid will be received online by the Executive Engineer, NEID-III, CWC, Itanagar (hereinafter called Purchaser) up to 1600 Hrs on 03/11/2020 and bids will be opened online by the Purchaser or his authorized representative on 04/11/2020 at 1630 Hrs for preliminary inspection of requisite documents of each bid. However detailed technical examination shall be carried out subsequently. Only those tenders, which are successful in technical evaluation, shall be considered further for financial evaluation.
9. The tender shall be accompanied by Earnest Money of Rs 8,000/- as Demand Draft drawn on a Scheduled Bank in favor of Purchaser or in any other forms as per CPWD works manual 2019 clause 5.1.3 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a

scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank. ((a) A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank (b) it should be ensured that the FDR is pledged in favour of the Purchaser. It is the tenderer's own interest to keep the FDR valid as long as it is required).

10. The details of the work are given under the Schedules, Special Conditions of Contract, Scope of Work and Technical Specification.
11. Detailed information pertaining to the works will be open for inspection by the tenderers at the office of the Purchaser. Tenderers are advised to inspect and examine the locations and their surroundings, at his own cost, and satisfy themselves before submitting their tenders, 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 subsequent work at these sites.. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents at his own cost. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution of the work. No extra claim shall be entertained in this regard.
12. The Competent Authority, on behalf of President of India, does not bind it to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of any reason. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to performance the same at the rates quoted.
13. The tenderer who wants purchase preference shall clearly indicate so in financial bid along with copy of the document based on which such claim is made. The competent authority reserves its right to allow to the Central Government Public Sector Enterprises a purchase preference with reference to the lowest valid price bid as per Government of India rules prevalent on the date of opening of bid.
14. All tenders, in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
15. Canvassing whether directly or indirectly, in connection with tenders is

strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be summarily rejected by Purchaser. The tenderer shall not be permitted to tender for works in the CWC circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the tenderer would render his tender liable to be rejected.

16. 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 one year after his retirement from 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 employees is found at 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.

17. The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the due date of submission of tenders. If any tenderer withdraws his tender before the aforesaid period 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 50% of the said earnest money as aforesaid.

18. This Tender/Bid Document comprises of the following parts:

- Notice Inviting Tender
- Additional Instruction to Tenderers
- CPWD 8
- Special Conditions of Contract
- Schedule of quantities
- Contract Agreement

19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract agreement consisting of: -

- a) The Notice inviting tender, all the documents including General Conditions and Special Conditions of contract, technical specifications, forms of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) CPWD -8

20. The contractors who are blacklisted or whose contract has been terminated within 2 years of issue of bid are barred to take part in the tendering process.

21. Tender Document is available Central Public Procurement (CPP) Portal URL <https://eprocure.gov.in/eprocure/app> and CWC website URL <http://cwc.gov.in/>. The bids shall be submitted online only at CPP portal website URL <https://eprocure.gov.in/eprocure/app>

22. Tender methodology proposed to be adopted by the CWC will be “TWO Bid systems” i.e. Technical Bid and Commercial Bid with Technical bid containing prequalification.

Schedule of events:

- | | | | |
|-------|---|---|--|
| i. | Tender No. | : | NEID-III/NIT/2020-21/56 |
| ii. | Cost of Tender | : | Rs. 500/- |
| iii. | Bid Security/ Earnest Money Deposit | : | Rs. 8,000/- |
| iv. | Bid Validity | : | 90 days from the date of opening of technical bid. |
| v. | Date of commencement of downloading of Tender Documents | : | 28.10.2020 at 1800 hrs. |
| vi. | Last date & Time for online submission of Bids | : | 03.11.2020 at 1600 hrs. |
| vii. | Last date & Time for submission of Tender Fee and Bid Security/ Earnest Money Deposit/Pass-phrase | : | 03.11.2020 at 1600 hrs. |
| viii. | Date & Time of opening of Technical Bids | : | 04.11.2020 at 1630 hrs. |
| ix. | Date and Time of opening of Financial Bids | : | To be announced later |
| x. | Venue of Technical and Financial Bids opening | : | NEID-III, CWC, Chimpu Post box- 144, Itanagar, Arunachal Pradesh-791111. |

23. NEID-III, CWC, Itanagar will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and online submission of bids.

24. NEID-III, CWC, Itanagar reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.

25. NEID-III, CWC, Itanagar reserves the right to reject any or all the tender(s) received without assigning any reason thereof and decision in this regard shall be final and binding.

26. Bidders are advised to visit the site before bidding for this tender.

27. In view of communication break due to any unforeseen circumstances beyond human control, intended bidders may also send their sealed quotations through Registered Post/ Speed Post at the following correspondence address-

O/o Executive Engineer, NEID-III,
CWC Complex, Chimpu,
Near VKV School, Itanagar,
Arunachal Pradesh- 791113

Sd/-
Executive Engineer
NEID-III, CWC, Itanagar
Email ID: eeneid3-cwc@gov.in

Copy for information to:

1. Executive Engineer NEID-I & II, CWC, Silchar/ Aizawl.
2. Headquarter NEID-III, Itanagar for uploading e-tender on CWC/ CPP portal.
3. Accounts Branch, NEID-III, CWC, Itanagar

ADDITIONAL INSTRUCTIONS TO TENDERERS

1. At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.
 2. The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.
 3. The technical bid prepared by the Tenderer shall comprise the following components:
 - 1) Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to performance the contract if the bid is accepted;
 - 2) Documentary evidence to establish that the goods and ancillary services to be supplied by the Tenderer are as per specifications and conform to the bidding documents;
 - 3) Earnest Money Deposit in prescribed form; and
 - 4) Original tender with schedule of quantities without any pricing information.
 4. The financial bid shall comprise the following components:
 - a. Schedule of Quantities and Financial Bid Form
 5. Bids shall be submitted online only at <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor is advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through CPP portal. The tender notice is also available <http://cwc.gov.in/>.
- For the evaluation and submission purpose only, online bid is permissible. However, the bidders are requested to submit the hard copies of the bids in the office of Purchaser that would be only be for reference, and cannot be construed as a substitute of online bid.
6. Intending tenderers are advised to visit again CPP portal website URL <https://eprocure.gov.in/eprocure/app> and CWC website: <http://cwc.gov.in/>. at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.
 7. Evaluation of Bids: Initially only the Technical Bids shall be opened and evaluated. If the bidder meets the qualifying criteria as specified in the bid

document, and the solution offered by him meets the requirement of the tenderer, then the bidder shall be shortlisted for financial evaluation. Otherwise the bidder would be rejected at this stage itself.

Please Note:

- i. Bidders are requested to submit their technical bids with all the supporting documents in the above order only for the purpose of technical evaluation. Those bids not meeting this criterion shall be summarily rejected.
 - ii. Wholly owned subsidiary can include the experience of its parent company.
8. The prices quoted shall be F.O.R. destination and inclusive of all duties and taxes including Custom Duty, Octroi, Entry and any other taxes etc. Including GST and no additional amount on the quoted prices shall be paid on account of such duties, taxes and octroi etc.
 9. Fixed price: Prices quoted by the Tenderer shall be fixed during the validity period of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation is liable to be treated as non-responsive and rejected.
 10. Prices shall be quoted in Indian Rupees only.
 11. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
 12. The department will evaluate and compare tender which have been determined to be substantially responsive and the financial tender shall be opened only of the Tenderers whose technical bids are found acceptable. The date and time shall be fixed subsequently and intimated to the technically qualified Tenderers in advance.
 13. The evaluation of Financial Bids shall include the cost of execution of works including the taxes, octroi, levies, etc. Including GST as applicable at final destination i.e. CWC Complex, Near VKV School, Chimpu, Itanagar, Arunachal Pradesh- 791113.
 14. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
 15. An affirmative determination will be a prerequisite for award of the work to the contractor.
 16. The department reserves the right at the time of contract award to increase or decrease by up to 20% the quantity of goods and services

originally specified in the Schedule of Quantities & Financial Bid Format without any change in unit price or other terms and conditions.

17. 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 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 are available at: <https://etenders.gov.in/eprocure/app>

18. Assistance to bidders:

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.

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.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

Tender for the work of: -

.....
.....

.....
.....

- (i) To be uploaded by..... hours on.....to/upload at
- (ii) To be opened in presence of tenderers who may be present at hours on in the office of

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & 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 respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for.....days from the due date of its opening in case of single bid system.....from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work and not to make any modification in its terms and conditions.

A sum of Rs.....is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of

India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the 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. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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 CPWD 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 Earnest Money Deposit/Performance Guarantee.

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

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) 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: -

(a)

(b)

(c)

For & on behalf of the President of India.

Signature

Dated:

Designation

SCHEDULE

Name of work: "Canal Alignment studies of Birmati Reservoir Scheme in Deoghar, Jharkhand including layout with grid plan, X-section, L-section, estimation of quantities etc.".

1	Earnest money	2% of Estimated Cost
2	Performance guarantee	5% of the contract Value
3	Security Deposit	Security Deposit shall be deducted from Running Bill as well as Final Bill at the rate prescribed and as per provisions of GCC (CPWD).
	General Rules & Directions:	
4	Officer inviting tender	Executive Engineer, NEID-III, CWC, Itanagar
5	Engineer-in-Charge	Executive Engineer, NEID-III, CWC, Itanagar
6	Accepting Authority	Executive Engineer, NEID-III, CWC, Itanagar
7	Standard Schedule of Rates	Not Applicable
8	Department	Central Water Commission
9	Standard CPWD Contract Form	CPWD Form-8 as amended from time to time

SPECIAL CONDITIONS OF CONTRACT

1. Definition:

In this Contract, the following terms shall be interpreted as indicated

“The Contract: means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all amendments, attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

“The Goods” means all of the equipment, machinery and / or other materials which the Contractors are required to supply to the Purchaser under the contract.

“The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, warranty, annual maintenance and other such obligations of the Contractor covered under the contract.

“The Purchaser/ Department” means Central Water Commission through Executive Engineer, NEID-III, CWC, Itanagar

“The Tenderer/ Bidder/ Contractor/ Vendor/ Supplier” means the individual or firm supplying the Goods and Services under this contract.

“The Project Site” where applicable, means the place or places named in Conditions of Contract.

“Day” means calendar day.

2. Applications: These conditions shall supplement / modify the General Conditions of the Contract.

3. Country of Origin

For purposes of this Clause, “Origin” means the place where the Goods were mined, grown, or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.1 The origin of Goods and Services is distinct from the nationality of the Contractor.

4. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard

is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information Inspection and audit by the Government of India

- 5.1 The contractor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, 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.
- 5.2 The contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, enumerated in Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the Contractor's performance under the contract if so, required by the purchaser.
- 5.4 The contractor shall permit the authorized representative of the Purchaser to inspect the contractor's accounts and records relating to the performance of the contractor and to have them audited by auditors appointed by the Purchaser if so, required by the Purchaser.

6. Measurement

- 6.1 The measurements shall be carried out as per procedure
- 6.2 Engineer-in charge shall designate an Assistant Engineer/ Junior Engineer/authorized official who will be responsible for recording the measurements and forwarding the same to Engineer-in-charge.

7. Payment Schedule:

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows.

Sl.No.	Deliverable	Payment
1.	After successful completion of work as per Instructions of Engineer In charge	100%

7.1 Deductions from the bill:

7.1.1 The Income tax and GST will be deducted as per extant rule of Gol.

7.1.2 Security Deposit shall be deducted from Running Bill as well as Final Bill at the rate prescribed and as per provisions of GCC (CPWD).

- 7.1.3 The contractor shall be responsible for payment of all taxes and levies as per prevailing Govt. rules. A declaration in this regard is required to be submitted by the Contractor before release of payment.

8 Prices

Prices payable to the contractor as stated in the contract shall be firm and not subject to adjustment during the performance of the contract. Prices quoted shall be inclusive local taxes and duties levied

9 Contract Amendments:

No variation in or modification of the terms of the Contract shall be made except by written amendment agreed and signed by the parties.

10 Assignments

The contractor shall not assign, in whole or in part to the other firm/person, its obligations to performance under this Contract, except with the Purchaser's prior written consent.

11 Sub-contracts

11.1 The Contractor shall notify the Purchaser in writing of all sub-contracts awarded under this contract if not already specified in the tender. Such notifications, in the original tender or later, shall not relieve the contractor from any liability or obligation under the contract.

11.2 Sub-contracts must comply with the provisions of General Conditions of Contract.

12 Delays in the contractor's Performance

12.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

12.2 If at any time during performance of the Contract, the Contractor or its sub- contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s) As soon as practicable after receipt of the Contractor's notice, the purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

12.3 Except as provided under Clause 15, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the

imposition of liquidated damages pursuant to Clause 13 unless an extension of time is agreed upon pursuant to Clause 12.2 without the application of liquidated damages.

13 Liquidated Damages

Subject to Clause 15, if the Contractor fails to deliver any or all of the Goods or to performance the Services within the period(s) specified in the Contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the delivered price of the delayed Goods or unperformed Services for each week or part thereof delay until actual delivery or performance, up to a maximum deduction of the percentage specified .Once the maximum is reached, the purchaser may consider termination of the Contract pursuant to Clause 14. The applicable rate is 1.5% per month and the Maximum deduction is 10% of the contract price.

14 Termination for Default

14.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.

14.1.1 If the Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 21.2.

14.1.2 If the Contractor fails to performance any other obligation(s) under the contract.

14.1.3 If the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

14.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 24.1, the Purchaser may procure, upon such terms and in

such manner as it deems appropriate, Goods or services similar to those undelivered and the contractor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the contractor shall continue performance of the Contract to the extent not terminated.

15 Force Majeure

15.1 Notwithstanding the provisions of Clause 12,13 and 14, the Contractor shall not be liable for Forfeiture of performance security liquidated damages or termination for default if and to the extent that its delay in performance or other failure to performance the obligations under the Contract is the result of an event of Force Majeure.

15.2 For purposes of this Clause, "Force Majeure" means 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, epidemics, quarantine restrictions, and freight embargos.

15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to performance its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

15.4 If the damage occurs due to vandalism or theft of site as well as site shifting of stations will be covered under Force Majeure.

16 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

17 Governing Language

The Contract shall be written in the English language. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

18 Applicable Law

The contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified.

19 Notices

- 19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by mail, fax and confirmed in writing to the other party's address specified.
- 19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20 Execution Plan and Scope of Work

The successful Bidder has to submit a detailed study plan of the work after award of the work keeping following precautions in carrying canal alignment studies:

- i. The canal should be aligned on the ridge or in such a way as to obtain maximum command.
- ii. So far as possible the canal alignment should be kept in the center of the command area.
- iii. The canal should be aligned in such a way that the length is minimum possible.
- iv. The alignment should avoid inhabited places, roads, railways, properties, places of worship etc.
- v. Canal should be taken through the area where subsoil formation is favorable. Water-logged, alkali, saline, rocky soils create troubles.
- vi. The alignment should be straight so far as possible. Where alignment is not straight simple circular curves of large radius should be provided.
- vii. To ensure economy the alignment of the canal should be such that excessive cuttings and fillings are not required. The alignment should not cross hills or depressions.
- viii. While aligning the canal, cost of the land to be acquired should be taken into consideration.
- ix. The canal should cross minimum number of drainages.
- x. Any supplementary data required during Canal Alignment Studies such as Crop Water Requirement, Contour Map, Hydrological Data etc. shall be provided by CWC Itanagar.
- xi. Length of main canal taken as 18 km is tentative based on preliminary investigation.
- xii. Extant BIS Codes (e.g. IS 5968 etc) and CWC Guidelines shall be adhered to while carrying the Canal Alignment Studies.

SCHEDULE OF QUANTITIES/ SCOPE OF WORK

Item No	Sub - Heads and Item of Works	Qty (approx. length of main canal)	Unit
1	Canal Alignment studies of Birmati Reservoir Scheme in Deoghar, Jharkhand including layout with grid plan showing distributaries and minors, X-section, L-section, estimation of quantities etc. (CCA- 1000 hectare approx.) Submission of drawings and reports in hard copy (5 copies) and soft copy	18	km

FINANCIAL BID FORMAT
(The rates shall be quoted in Indian Rupees only)

Item No	Sub - Heads and Item of Works	Approx. length of main canal	Unit	Rate	Amount
				In Rs	In Rs
1	Canal Alignment studies of Birmati Reservoir Scheme in Deoghar, Jharkhand including layout with grid plan showing distributaries and minors, X-section, L-section, estimation of quantities etc. (CCA-1000 hectare approx.) Submission of drawings and reports in hard copy (3 copies) and soft copy	18	km		
	GST				
	Total				

Notes:

- a. The Rates shall be quoted inclusive of GST F.O.R. O/o EE ,NEID-III, CWC, Itanagar
- b. The rate quoted by the agency shall be inclusive of all the charges including transportation etc., central, state and local taxes etc. or any other charges which may occur for carrying out contract obligations.
- c. The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.

(Seal and Signature of Agency)

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the.....day of.....20.....between
Executive Engineer. NEID-III, CWC, Itanagar, Arunachal Pradesh- 791111
..... (Name of purchaser) (hereinafter "*the Purchaser*") of one-part and.....
{Name of Contractor} of. {Company, City and Country of
Contractor} (Hereinafter called "*the Contractor*") of the other part:

WHEREAS the Purchaser invited Tenders for "Canal Alignment studies of Birmati Reservoir Scheme in Deoghar, Jharkhand including layout with grid plan, X-section, L-section, estimation of quantities etc" (Brief Description of Services) and has accepted a Tender by the Contractor for the work in the sum of. (Contract Price in Words and Figures) (Hereinafter called "*the Contract Price*").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a. The tender form, technical bid and price schedule submitted by the Bidder;
- b. Notice inviting tenders;
- c. Instruction to Bidders;
- d. Conditions of the contract;
- e. Scope of work
- f. Amendments to the tender document, if any;
- g. Post tender opening correspondences; and
- i. Purchaser's notification of award of the contract.

In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under:

SL. NO.	BRIEF DESCRIPTION OF SERVICES	Amount in Rs. in figures	Amount in Rs in words
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said..... (For the Purchaser)
in the presence of:

Signed, Sealed and Delivered by the
said..... (For the Contractor)
in the presence of: