



भारत सरकार
GOVERNMENT OF INDIA

जल शक्ति मंत्रालय
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग

MINISTRY OF JAL SHAKTI
D/O WATER RESOURCES, RIVER DEVELOPMENT & GANGA REJUVENATION

केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION



e-Tender Document for

"Geo-Technical Investigation (Drilling) at Barinim Hydro Electric Project in District Kishtwar of Jammu & Kashmir."

NleT No.T-25025/3/2020-NSD-II (CHENAB DIV)

Dated: 19-10-2020

Key Events and Dates	
Date for purchasing tender	From 20-10-2020 (1000 Hrs.)
Last date and time for receipt of bids online	19-11-2020 (1800 Hrs.)
Due date for opening of E-tender online	21-11-2020 (1500 Hrs.)
Officer inviting tender	Executive Engineer Chenab Division, Central Water Commission Jal Ayog Bhawan, Rajinder Nagar Phase-I, Bantalab, Jammu-181123, Jammu & Kashmir Phone: 0191-2597688 Fax: 0191-2597668 E-Mail: eechenabcwc.jmu@gov.in
Price of tender document	Rs. 1,000/-

Oct-2020

Certified that this Tender Document contains **54**pages including this page.

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**Government of India
Central Water Commission
Chenab Division, Jammu**

NOTICE INVITING e-TENDER

NleT No.T-25025/3/2020-NSD-II (CHENAB DIV)

Dated: 19-10-2020

Online bids are invited for and on behalf of the President of India by the Executive Engineer, Chenab Division, Central Water Commission, Jal Ayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu-181123 (J&K) for the work prescribed below from the registered agencies / contractors of CPWD, P&T, MES, State PWD or any other Government agencies having sufficient past experience for such type work for **"Geo-Technical Investigation (Drilling) at Barinium Hydro Electric Project in District Kishtwar of Jammu & Kashmir."**

Estimated Cost	Rs. 1,82,03,000/-
Earnest Money	Rs. 3,64,060/-
Performance Guarantee	5 % of the tendered and accepted value of work.
Contract Period	150 days from the date of handing over of location of drill holes
Price of e-tender document	Rs. 1,000/-
Submission of Original Instruments in r/o EMD in form of FDR, CDR, TDR & BG and Cost of Tender Document in the form of DD/Banker's cheque on or Before Bid Opening Date 21-11-2020 (1500 Hrs.)	

CRITICAL DATE SHEET

Date and time of issue of bid document	19-10-2020 (1600 Hrs.)
E-Tender available online from	20-10-2020 (1000 Hrs.)
Date and time of Prebid meeting	05-11-2020 (1100 Hrs.) through video conferencing via Skype https://join.skype.com/Xq86NVYBpH3K
Last date and time for receipt of bids online	19-11-2020 (1800 Hrs.)
Date and time of opening of bids online	21-11-2020 (1500 Hrs.)

1. Bid Submission

Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/apporhttps://etenders.gov.in/eprocure/app>.

Tenderers/Contractor are advised to follow "Instructions to Bidder for Online Bid Submission" provided in the Annexure-VII.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection at any stage.
- Tenderer who has downloaded the tender from the CWC website www.cwc.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app,https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.
- Intending Bidders are advised to visit the CPPP website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
- Applicant contractor must provide Demand Draft for Rs. **1,000/- (Rupees One Thousand Only)** towards tender document cost (to be downloaded on or after publication date of this tender) in favour of Executive Engineer, Chenab Division, Central Water Commission, Bantalab, Jammu and

payable at SBI, Hari Market, Jammu obtained from any Nationalized/ Scheduled Bank valid for six months as the cost of e-tender forms/ documents along with Tender Application mentioned at page-8 of tender document. The all applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. In case of re- tendering, the firms which has submitted the Demand Draft in earlier tenders will require to submit Demand Draft in subsequent tenders also. Tender not accompanied with the cost of tender documents is liable to be rejected. ***However, public sectors undertaking / Government undertaking firms and MSME firms are exempted from the payment towards cost of e-tender document provided they upload a valid certificate by approved body.***

6. **Rs.3,64,060/-(Rupees Three Lakh(s) Sixty Four Thousand Sixty Only)-** as Earnest Money Deposit (EMD) of tender through FDR, CDR, TDR & BG obtained from any Nationalized/ Scheduled Bank in favour of the Executive Engineer, Chenab Division, CWC, Jammu payable at SBI, Hari Market, Jammu valid for minimum six months.***Public sectors undertaking / Government undertaking firms and MSME firms are exempted from EMD payment provided they upload a valid certificate by approved body.***
7. Tenderer shall likely to be rejected for non-submission of original payment instrument like FDR, CDR, TDR & BG against the earnest money and Cost of Tender Document in the form of DD/Banker's cheque for bid on or before bid opening date/time as mentioned in critical date sheet.***Public sectors undertaking / Government undertaking firms and MSME firms are exempted from EMD payment and cost of e-tender document provided they upload a valid certificate by approved body.***
8. The Hard Copy of original instruments in respect of cost of e-tender document, earnest money must be delivered in the O/o the Executive Engineer, Chenab Division, Central Water Commission, Bantalab, Jammu on or before bid opening date/time as mentioned in Tender Critical Date Sheet of this NIEt.
9. The Demand Draft attached/submitted for Cost of Tender Document shall be non-refundable.
10. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

11. Submission of Tender

The e-tender shall be submitted online in single stage Two Envelopes System viz., technical bid in one envelope and price bid in another envelope.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

12. Technical Bid

12.1 Essential Qualification Criteria that the Firms should fulfill includes:

- a. Should be a registered firm / agency having worked for railways, CPWD, PSU or any other Govt. department for similar work.
- b. The firm should have satisfactorily executed similar works, in the last Ten years since the date of submission of bidding document. Similar works shall mean the drilling works for a Hydroelectric/ Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU as Principal contractor. The agency/firm should confirm to any one of the following criteria-
 - (i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. OR
 - (ii) Two similar completed works, each costing not less than the amount equal to 60% 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/ Corresponding Completion Certificates issued by the Tender Accepting / Executing Authority shall be attached. The documents which do not clearly indicate the scope of work shall not be accepted.

- c. Should have sufficient experienced professionals, engineers / operators with at least 3 Key long-term Personnel with necessary qualification and experience in the drilling work who will be deployed on the work.
- d. Possession of functional equipment / machines. Should possess documentary evidence of advanced latest equipment & accessories required to complete the assignment with details about whether owned/ having hired/ leased.
- e. The average annual turnover of the firm during the last three years should be at least 80% of the estimated cost.
- f. Consortium/Joint Venture/sub contract is not allowed.
- g. The Bidder should not be blacklisted / debarred from participating in tender floated by any State / Central Govt. agencies. An undertaking on company's letterhead should be submitted for the same.
- h. The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- i. The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu 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. An undertaking on firm's letterhead shall be submitted for the same.
- j. The Bidder shall also intimate the names of persons who are presently working with him/her and are near relatives to Gazetted officers in any CWC office and Ministry of Jal Shakti, Dept. of Water Resources, RD&GR. Any breach of this condition on the part of the Bidder would render him / her liable to be disqualified for the award of work.

Note: Proof must be attached for all the above qualification criteria. Any Statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be short listed technically.

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

- (i) Signed and scanned copy of Tender Acceptance Letter and Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- (ii) Signed and scanned copy of tender application along with proof for payment of Tender Document Cost and Earnest Money Deposit. If exempted, signed and scanned copy of valid Certificate for Exemption from payment of cost of Tender Document and Earnest Money Deposit (EMD).
- (iii) Signed and scanned copy of valid Firm/ Agency/Company registration certificate issued by statutory authority as per prevailing laws of Govt. of India.
- (iv) Signed and scanned copy of Certificate of single proprietorship/ Affidavit of partnership firm/ Pvt. Ltd. or Public Ltd. Company. If partnership firm, Signed and scanned true copy of Partnership deed as per the tender document.
- (v) Signed and scanned copy of PAN No and GSTIN.
- (vi) Signed and scanned copy of previous three years Income-tax return including FY 2019-20.
- (vii) Signed and scanned copy of the audited balance sheets including a separate sheet on turnover of last three financial years including FY 2019-20.
- (viii) Signed and scanned true copy of undertaking on company's letterhead of not being blacklisted/ debarred by any Government department from participation in tenders floated by State/ Central Government agencies.
- (ix) Signed and scanned true copy of undertaking on company's letterhead of not having any Litigation pending in any court of law.
- (x) Signed and scanned true copy of undertaking (self-certificate) on company's letterhead of having clean track record of the firm during the last five years.

- (xi) Signed and scanned copy of experience certificates of similar works for last ten years along with copies of work order/ corresponding completion certificates clearly indicating the scope of work and technology used.
- (xii) Signed and scanned copy of Annexure II, III, IV, V with required information as detailed in of this tender document.
- (xiii) **Any other information not detailed above but mentioned under point 12.1 of NIEt on page no. 4&5/ point A-3 of Part-A of this tender document.**

Note: All documents are to be signed and serial numbered in the sequence as specified in Annexure-V.

[Similar works means: drilling works for a Hydroelectric/ Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU]

The bidder should not submit any other document apart from those listed above.

13. Price bid

a) Price bid undertaking

From: (Full name and address of the Bidder)

To,
The Executive Engineer,
Chenab Division, CWC, Jammu.

Dear Sir/Madam,

1. I submit the Price Bid for _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes.

Yours faithfully

(Signature of Authorized representative)

b) Schedule of price bid in the form of BOQ_XXXX.xls:

The Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote item rate in the permitted column and upload the same in the price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

14. Verification of Details: Executive Engineer, Chenab Division, Central Water Commission, Jammu reserves the right to verify the particulars furnished by the Bidder independently. If any information furnished by the Bidder is found to be incorrect at any stage, his/her Earnest Money/performance guarantee/security deposit shall be forfeited and he/she shall be debarred from tendering for the works of CWC in future.

- 15. Agreement:** Agreement shall be drawn with the successful Bidder on prescribed Form No CPWD 8. The Bidder shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 16. Period of Contract:** The duration of the Contract shall include the period of **150 days** which can be revised or extended depending upon the exigency of work.
- 17. Availability of Work Place:** The workplace would be the project area of Barinium Hydro-Electric Project under Chenab Division, CWC, Jammu.
- 18. Visit to Work Place:** Bidders are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work as well as terrain and local conditions, 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 Bidder 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.
- 19.** The Bidder 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.
- 20. 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 Bidder shall be bound to perform the same at the quoted rate.
- 21.** Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 22.** Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Bidder who resorts to canvassing is liable to rejection.
- 23. Signing of Contract Agreement:** The successful Bidder/Contractor on acceptance of his/her tender by the competent authority shall deposit 5% of agreement cost as performance guarantee in the form of FDR/Bank guarantee issued by Nationalized/ Scheduled Bank within 7 days from the date of issue of letter of acceptance and sign contract agreement with Executive Engineer, Chenab Division, Jammu consisting of:-
- 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.
 - Standard CPWD Form-8: Item Rate Tenders & Contract for Works.

**Sd/-
Executive Engineer**

Copy for information:

- The Chief Engineer, IBO, CWC, Chandigarh.
- The Director, M&A Directorate, Jammu.
- Account Branch, Chenab Division, CWC, Jammu.
- SDE(HQ)/DB, Chenab Division, CWC, Jammu for uploading e-tender document in web site www.cwc.gov.in and www.eprocure.gov.in.
- Notice Board.

TENDER APPLICATION

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

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

A sum of **Rs. 3,64,060/- (Rupees Three Lakh(s) Sixty Four Thousand Sixty Only)** as earnest money is hereby enclosed with the tender in the shape of CDR/BG/FDR/TDR of a Nationalized/ Scheduled bank duly pledged in favour of the Executive Engineer, Chenab Division, Central Water Commission, Jammu. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said Executive Engineer, Chenab Division or his/her successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/we fail to commence the work as specified, I/we agree that Executive Engineer, Chenab Division or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. Further, I/we agree that in case of forfeiture of earnest money of both EMD and PG 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, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom 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.

Dated:.....

Signature of Bidder
Postal Address

Phone Nos.

e-TENDER DATA SHEET

STATE/UT	Jammu & Kashmir
ORGANIZATION	IBO,CWC, Chandigarh
CIRCLE	M&A Directorate, CWC, Jammu
DIVISION	Chenab Division, CWC, Jammu
SUB-DIVISION	NSD-I/II, CWC, Jammu
Name of Employer	President of India through, Executive Engineer, Chenab Division, CWC, Jammu.
Officer inviting e-tender	Executive Engineer, Chenab Division, CWC, Jammu
General Directions	Executive Engineer, Chenab Division, CWC, Jammu
Description of Work	Geo-Technical Investigation (Drilling) at Barinium Hydro Electric Project in District Kishtwar of Jammu & Kashmir.
Schedule of Dates	As per NIE-T
PART-I	
Technical Bid	
Tender Details and Instructions to Bidder(s)	As per Part A
General Conditions of Contract	As per Part B
Special Conditions of Contract	As per Part C
Description of Work	As per Part D
Additional Conditions of Contract	As per Part E
PART –II	
Financial Bid:	
Commercial Tender	As per Part F

e-TENDER KEY EVENTS SHEET

1	Tender inviting authority Designation/address	Executive Engineer, Chenab Division, CWC, Jal Ayog Bhawan, Rajinder Nagar Phase-I, Bantalab, Jammu-181123, J&K
2	Mode of submission of tender	Electronic tenders are to be submitted on CPPP portal which can accessed using URL https://eprocure.gov.in/eprocure/app , https://eprocure.gov.in/epublish/app
3	Addressee and address at which document to be submitted in hard copy	Executive Engineer, Chenab Division, CWC, Jal Ayog Bhawan, Rajinder Nagar Phase-I, Bantalab, Jammu-181123, J&K
4	Job requirement	As per tender documents
5	Language in which items to be printed	English
6	Validity of tender	60days after the date of tender opening
7	Issuance of tender	Tender can be accessed from 20-10-2020(1000 hrs) to 19-11-2020(upto 1800 hrs) from CPPP portal which can accessed using URL https://eprocure.gov.in/eprocure/app , https://eprocure.gov.in/epublish/app
8	Cost of the Tender	Cost of the e-tender i.e. Rs.1,000/- is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of demand draft/Banker's cheque drawn on any Nationalized/ Scheduled Bank payable to the Executive Engineer, Chenab Division, CWC payable at Jammu.
9	Last date time for submission of online tender	19-11-2020 (upto 18:00 hrs)
10	Prebid meeting	The Prebid meeting for the tender will be held on 05-11-2020at 1100 hrsthrough video conferencing via Skype (https://join.skype.com/Xq86NVYBpH3K)
11	EMD amount payable	Rs 3,64,060/-
12	Date, Time and place of Public Online tender opening event	The Technical bid of the tender will be opened online at 1500 hrs on 21-11-2020 in presence of the Bidders who wish to see the online opening of tender (on their own cost) or offline through their authorized representative who may choose to attend online opening in the office of Executive Engineer, Chenab Division, CWC, Jammu. The time of opening of financial bids will be intimated later.
13	Performance Guarantee	The successful bidders will have to deposit an amount equal to 5% of tendered and accepted value of work as a performance Guarantee within 7 days from the date of receipt of acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor and the acceptance would be treated as null and void.
14	Security Deposit	5% of the billed amount would be deducted from every running bill and final bill towards the security deposit until the security deposit reaches an amount equal to 5% of the tendered and accepted value of the work. Earnest money would be adjusted towards security deposit of the successful Bidder.

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

A-1. General

Before submitting the tender, the Bidder must ensure that he has understood the exact requirement of the Employer. 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 during the **Prebid meeting to be held online on 05-11-2020 at 1100 hrst through video conferencing via Skype (<https://join.skype.com/Xq86NVYBpH3K>)**. In case no such clarification required by the Bidder, it will be construed that all the requirements of the employer are understood by the Bidder and no communications will be entertained or done by the employer at any stage of work after the opening of the Tenders.

A-2. Tender Documents

1. The contents of the tendering documents as listed below shall be read in conjunction with any addenda issued. All the components of the tenders shall be considered as a single tender document:

Part A: Tender Details and Instructions to Bidder(s)

Part B: General Conditions of Contract

Part C: Special Conditions of Contract

Part D: Description of Work

Part E: Additional Conditions of Contract

Part F: Financial Bid

Earnest Money Deposit (EMD): EMD amounting to **Rs. 3,64,060/- (Rupees Three Lakh(s) Sixty Four Thousand Sixty Only)** shall be deposited only in the prescribed form of Bank Guarantee/FDR/TDR/CDR of Nationalized/ Scheduled bank in favour of Executive Engineer, Chenab Division payable at Jammu. **However, MSME firms are exempted from the payment towards EMD provided they upload a valid certificate issued by approved body.** EMD of the unsuccessful Bidder(s) shall be returned within 7 days in original after finalization of the contract with the successful Bidder. EMD of the successful Bidder shall be treated as part of security deposit. EMD of a Bidder can be forfeited in case of withdrawal of tender before the finalization of the tender evaluation or for not entering into the contract.

2. The tender Documents are available at CWC website URL www.cwc.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>. Bidder who has downloaded the tender from aforesaid websites shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, the Bid(s) will be completely rejected and their EMD would be forfeited and the bidder is liable to be banned from doing business with CWC.
3. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
4. Bids shall be submitted online only at Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>. Bidder(s) are also advised to follow the instructions provided in the 'Instructions for online bid submission' for the e-submission of the bids online. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
5. Applicant contractor must provide Demand Draft for **Rs 1,000/- (Rupees One Thousand Only)** in favour of Executive Engineer, Chenab Division, CWC, Jammu obtained from any Nationalized/ Scheduled Bank payable at SBI, Hari Market, Jammu with their application/downloaded Bid(s) as the cost of tender forms/ documents. All applicable bank

charges shall be borne by the applicant and he/she shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the Demand Draft (DD) in earlier calls will require submitting DD along with their tender/application in subsequent tenders also. Tender not accompanied with the cost of tender documents is liable to be rejected.**However, public sectors undertaking / Government undertaking firms and MSME firms are exempted from the payment towards cost of tender documents provided they upload a valid certificate issued by approved body.**

6. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the Bidder(s) of both parties liable to rejection at any stage.
7. Bids received online on Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> will be opened as per date/time as mentioned in the Tender Key Event Sheet (**at page no.10**).

A-3. Essential Qualification Criteria that the firms should fulfill includes:

- a. Should be a registered firm / agency having worked for railways, CPWD, PSU or any other Govt. department for similar work.
- b. The firm should have satisfactorily executed similar works, in the last Ten years since the date of submission of bidding document. Similar works shall mean the drilling works for a Hydroelectric/ Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU as Principal contractor. The agency/firm should confirm to any one of the following criteria-
 - (i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. OR
 - (ii) Two similar completed works, each costing not less than the amount equal to 60% 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/ Corresponding Completion Certificates issued by the Tender Accepting / Executing Authority shall be attached. The documents which do not clearly indicate the scope of work shall not be accepted.

- c. Should have sufficient experienced professionals, engineers / operators with at least 3 Key long-term Personnel with necessary qualification and experience in the drilling work who will be deployed on the work.
- d. Possession of functional equipment / machines. Should possess documentary evidence of advanced latest equipment & accessories required to complete the assignment with details about whether owned/ having hired/ leased.
- e. The average annual turnover of the firm during the last three years should be at least 80% of the estimated cost.
- f. Consortium/Joint Venture/sub contract is not allowed.
- g. The Bidder should not be blacklisted / debarred from participating in tender floated by any State / Central Govt. agencies. An undertaking on company's letterhead should be submitted for the same.
- h. The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- i. The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu 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. An undertaking on firm's letterhead shall be submitted for the same.

- j. The Bidder shall also intimate the names of persons who are presently working with him/her and are near relatives to Gazetted officers in any CWC office and Ministry of Jal Shakti, Dept. of Water Resources, RD&GR. Any breach of this condition on the part of the Bidder would render him / her liable to be disqualified for the award of work.

Note: Proof must be attached for all the above qualification criteria. Any Statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be short listed technically.

A-4. Submission of Bid Documents Online

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

- (i) Signed and scanned copy of Tender Acceptance Letter and Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- (ii) Signed and scanned copy of tender application along with proof for payment of Tender Document Cost and Earnest Money Deposit. If exempted, signed and scanned copy of valid Certificate for Exemption from payment of cost of Tender Document and Earnest Money Deposit (EMD).
- (iii) Signed and scanned copy of valid Firm/ Agency/Company registration certificate issued by statutory authority as per prevailing laws of Govt. of India.
- (iv) Signed and scanned copy of Certificate of single proprietorship/ Affidavit of partnership firm/ Pvt. Ltd. or Public Ltd. Company. If partnership firm, Signed and scanned true copy of Partnership deed as per the tender document.
- (v) Signed and scanned copy of PAN No and GSTIN.
- (vi) Signed and scanned copy of previous three years Income-tax return including FY 2019-20.
- (vii) Signed and scanned copy of the audited balance sheets including a separate sheet on turnover of last three financial years including FY 2019-20.
- (viii) Signed and scanned true copy of undertaking on company's letterhead of not being blacklisted/ debarred by any Government department from participation in tenders floated by State/ Central Government agencies.
- (ix) Signed and scanned true copy of undertaking on company's letterhead of not having any Litigation pending in any court of law.
- (x) Signed and scanned true copy of undertaking (self-certificate) on company's letter head of having clean track record of the firm during the last five years.
- (xi) Signed and scanned copy of experience certificates of similar works for last 5 years along with copies of work order/ corresponding completion certificates clearly indicating the scope of work and technology used.
- (xii) Signed and scanned copy of Annexure II, III, IV, V with required information as detailed in of this tender document.
- (xiii) Any other information not detailed above but mentioned under point 12.1 of NIEt on page no. 4&5/ point A-3 of Part-A of this tender document.

Note: All documents are to be signed and serial numbered in the sequence as specified in Annexure-VI.

[Similar works means: drilling works for a Hydroelectric/ Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU]

The bidder should not submit any other document apart from those listed above.

A-5. General Rules and Directions

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

- (i) Earnest Money Deposit in original payable at SBI, Jammu.
 - (ii) Demand Draft towards the cost of tender document in original
3. The agreement shall be drawn with the successful Bidder on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The Bidder shall quote his/her rates as per various terms and conditions of the said form which will form part of the agreement.
 4. The time allowed for carrying out the work will be **150days** from the date of handing over of location of drill holes by GSI.
 5. Tenders received without requisite Bid Security (EMD) will be summarily rejected.
 6. The contractor shall be required to deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee in the form of FDR/BG at Call receipt of a Nationalized/ Scheduled bank issued in favour of the Executive Engineer, Chenab Division, CWC, Jammu payable at SBI Branch, Jammu 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.
 7. Bidders 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 as 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 Bidder shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges or exemption in scope of work consequent on any misunderstanding or otherwise shall be allowed.
 8. The Bidder 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.
 9. Submission of a tender by a Bidder 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.
 10. The competent authority on behalf of President of India does not bind himself/ herself to accept the lowest or any other tender and reserves to himself/ herself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by Bidder 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.
 11. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
 12. 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.
 13. 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 Bidder shall be bound to perform the same at the rate quoted.
 14. 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.

15. The tender for the works shall remain open for acceptance for a period of **60(Sixty)** days from the date of opening of the tenders. If any Bidder 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.
16. This Notice Inviting Tender shall form a part of the contract document. The successful Bidder/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.
17. In Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
18. 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.
19. Income tax as per Government rules will be deducted from each bill to be paid to the contractor.
20. The contractor must quote the IT PAN and GSTIN number correctly in the tender form.
21. 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.
22. 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.
23. Unless otherwise provided in the Schedule of Quantities the rates tendered by the contractor shall be all inclusive.
24. Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall extend and afford necessary facilities for the same.
25. 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.
26. 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.
27. 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 only. However, only necessary support will be provided by CWC department.
28. The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
29. 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.

30. 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.
31. The full nomenclature of the items shall be adopted in preparing abstract of final bill form in the measurement book and also in the bill form for the final bill.
32. The Contractor shall make his/her own arrangements for obtaining electricity if required and make necessary Payments directly to the Department concerned.

A-6. 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 in the tender; such tenders are liable to be outrightly rejected treating the same as a conditional tender.
 - c. Tenders with Defective EMD or without EMD shall be summarily rejected and their tenders shall be returned on the spot.
2. The bid(s) shall be opened online only at CPPP website www.eprocure.gov.in. Tenderers are advised to follow the **INSTRUCTIONS FOR ONLINE BID SUBMISSION** given on CPPP portal.

3. Evaluation

The evaluation of the tender shall very much depend upon the 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 criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) whose EMD is considered acceptable and whose weightage in technical evaluation criteria will be **65 points or more** on 100-point 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 has to be provided in the Technical Bid part.

Sl. No	Technical Evaluation	Max Marks
1	Experience of the contractor related to the assignment with minimum of 100 m drilling in last 10 years	30
i)	Total works executed of more than 2.5 cr.	30
ii)	Total works executed of 1.5 cr. to 2.5 cr.	25
iii)	Total works executed of 0.5 cr. to 1.5 cr.	20
iv)	Total works executed of less than 0.5 cr.	15
2	Qualification and competence of the staff for the assignment such as man power (Engineers and Geologists) to be deployed for the work.	25
2.a	Technical experienced staff to be deployed	15
i)	Driller 2 numbers or more	5
ii)	Driller less than 2 numbers	0
iii)	Machine operator 2 numbers or more	5
iv)	Machine operator less than 2 numbers	0
v)	Pump operator 2 numbers or more	5
vi)	Pump operator less than 2 numbers	0
2.b	Engineers for overall supervision	10
i)	2 numbers or more	10
ii)	Less than 2 numbers	5
3	Average turnover of the company in last three years	25

Sl. No	Technical Evaluation	Max Marks
i)	Greater than 2.5 crores	25
ii)	1.5 to 2.5 crores	20
iii)	Less than 1.5 crores	10
4	Number of machine and pumps available with the company (give details)	20
i)	Greater than six sets	20
ii)	4-6 sets	15
iii)	2-3 sets	10
iv)	Less than two sets	0
	Total	100

The Bidder shall be awarded marks on the basis of certificates (e.g. Performance certificates, Completion certificates, letter of recommendation from the previous employers) provided by him with the technical bid.

The bidder has to provide details as regards to technical qualification such as description and work experience of the company, manpower available with the company, turnover of the company, work schedule and understanding of the objectives and scope of work so as to satisfy the work requirements and time schedule. The bidder has to provide the work schedule which he proposes and he will stick to it. Any failure to the work schedule will invite penalty. The bidder shall provide all relevant details justifying the technical competence of the agency as per the evaluation criteria indicated above.

The qualifying criteria for the firm / contractor for the technical evaluation has been kept as **65%**. The points here are indicative only and the Purchaser reserves the right to award the points as he 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 major role in awarding the tender including bid prices. The Purchaser does not bind himself of accepting the lowest tender.

The work shall be completed in the time period of **150days**. If required, the work may be distributed among the two or more contractors who 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 or contractor(s) on the ground of the Purchaser's action.

The financial bid shall be opened for only those Bidders who fulfill the technical criteria. The work shall be awarded to lowest bidder.

A-7. Award of Work

1. The notification of award of work to the successful Bidder shall constitute the formation of Contract. The successful Bidder shall sign for the contract form given by the Purchaser within 7 days of notification of award.
2. For the purpose of this tender the contract document with the successful Bidder shall comprise of NIT, Tender Detail (part A to part F) and all Correspondences during the tendering/work process.
3. The **Performance Guarantees** shall be @ 5% of the tendered and accepted value and shall be submitted in the form of Bank Guarantee/FDR/CDR as per the format given by the Purchaser favoring the Executive Engineer, Chenab Division, Jammu, CWC payable at Jammu at the time of signing of contract. No interest shall be payable on the Performance Guarantee.

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

A-8. Minimum Desired Technical Strength required for the work is given below

S. No	Personnel/Machinery	Nos.	Remarks
A	Mandatory Technical Staff		
1	Driller	3	Experience of Min 5 yrs. in similar works.
2	Machine Operator	3	Diploma / ITI with experience of 5 yrs. in similar works.
3	Pump Operator	3	Diploma / ITI with experience of 5 yrs. in similar works.
4	Drilling Helpers	2 on each machine	Experience of Min 5 yrs. in similar works.
5	Engineers	2	Diploma or B.E in Civil / Mechanical / Drilling with min 5 yrs. of experience in similar works.
B	Machinery		
1	Drilling machine	3	The machines to be in good working condition & of suitable capacity to complete the work in time.
2	Drilling Pumps	3	The machines to be in good working condition & of suitable capacity to complete the work in time
3	Drilling Accessories	As per requirement of the work	The contractor to ensure that the work is not affected due to non-availability or restricted availability of drilling accessories.

PART B: GENERAL CONDITIONS OF CONTRACT

B-1. Definitions & Interpretations

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

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

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

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

Contract Price 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 Bidder 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 Bidder 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 is 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 The Executive Engineer, Chenab Division, Central Water Commission, Jammu.

Projects 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.

Bidder 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-D** of this document, not expressly mentioned but required during the course of the execution

will also be considered part of the work. The ancillary requirements for the fulfilment of the work shall be supplied by the contractor free of cost within the scope of the work. The quantities indicated in schedule of prices are estimated as per anticipated requirement irrespective of location of drill holes. The locations of the drill holes are indicated but the quantities if reduced or if any hole is cancelled, no compensation in any form shall be paid to the contractor.

B-3. Documents of Contract

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

B-4. Interpretations

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

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

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

B-5. Contractor's responsibilities and Obligations

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

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.
- c. The purchaser shall keep the records of manpower, equipment and details of works executed on daily basis in standard form as "**Daily Progress Report**".

B-7. Commencement and Operation

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

B-8. Programme of work

- a. Immediately after signing of the contract the Contractor shall designate a representative who will work closely with the Engineer-in-charge for the execution of the work.
- b. The Contractor's representative is obliged to work closely with the Engineer-in-charge and abide by the directives issued to him/her that are consistent with the terms of the contract. The Contractor's representative will be responsible for managing the activities of its personnel.
- c. The successful contractor must submit the details of manpower, equipment details and the **Work Plan** which includes details of manpower, equipment to be deployed for these works and details of input required from the department along with time schedule before entering into the agreement and the plan has to be approved by the competent authority.
- d. The bidder has to submit the description of how the work will be executed and the timeline for completing all the activities had to be made available in the form of Bar Chart.
- e. The bidder has to indicate the expected input from the department including the timeline.

B-9. Confidentiality

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

B-10. Care of the Property

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

B-11. Loss of Property

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

B-12. Force Majeure

- a. For the purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, heavy rainfall, floods, epidemics, quarantine restrictions, and freight embargoes.

- b. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure.
- e. Force Majeure shall not include
 - 1. any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agents or employees, nor
 - 2. any event which a diligent party could reasonably have been expected to both
 - i) take into account at the time of the conclusion of this Contract, and
 - ii) avoid or overcome in the carrying out of its obligations hereunder
- f. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

B.12.1 No Breach of Contract

The failure of a party to fulfill 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.12.2 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 fulfill its obligations hereunder with a minimum of delay.
- b. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

B.12.3 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.12.4 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-13. Contract Price

The prices specified in the contract agreement shall be firm inclusive of all taxes, duties, octroi etc.**excluding Goods and Service Tax (GST)**. Firstly, GST will be paid by the

contractor to Government which shall be reimbursed to them by providing 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-14. 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-15. Taxes and Duties

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

B-16. Advances

No advance payment is payable under the contract.

B-17. Variations, Alterations and Deviations

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

B-18. 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-19. 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-20. 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-21. 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-22. 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 Estate made against him 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 estate or if a trust deed be executed by him for benefit of his 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 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 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 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 or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously disclosed in writing to the Accepting Authority/Engineer-in-Charge, or
 - ix) shall obtain a Contract from the Department as a result of ring tendering or other non-bonafide methods of competitive tendering, or
 - x) being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager or behalf of debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders a receiver or manager, or shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or

xi) assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with the materials not being incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority. The Accepting Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Department by written notice cancel the contract as a 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 the 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.22.1 – 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 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 representative.

B.22.2 – 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 may be 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.22.3 – 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.22.4 – 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 completed the works or part of works, such benefit shall not accrue to the Contractor.

B-23. Suspension of work

The work shall be deemed to have been suspended if

1. It is provided for in the contract
2. 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 discretion, terminate the contract as provided in this contract.

B-24. Liquidated Damages

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.

- a. In the event of any delay in completion of work in all respects as specified in clause C.3 Rs. 2000/- (Rupees Two Thousand Only) per day shall be levied as penalty subject to maximum upto 10% of the total contract value.
- b. 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.
- c. The payment or deduction of such liquidated damages shall not relieve the Contractor from his/their obligation to complete the works or from any other of his /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 penalty and the amount equivalent to the maximum levy of penalty leviable shall be withheld from the running bills at the stage where the balance payment may not be able to cover the penalty and other obligations as per the provisions of the Contract.

B-25. 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-26. 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-27. Settlement of Disputes

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

B-28. 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.

- 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 sub-contract.

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 **150days** from the date of handing over of locations of drillholes by GSI. Time is the essence of the contract and damages as per **B.24** shall be payable.

C-2. Hardware / Software / Equipment

The contractor will have to provide the required equipment 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 equipment shall be borne by the contractor. The contractor must visit the site and be aware of the site conditions before quoting.

C-3. Progress Report

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

15 Days	Mobilization of work. <i>[Preparation of access path, Platform, shifting of drilling machine]</i>
30Days	10 (ten) percent of the total work awarded in the contract including submission of DDR and test report completed in previous fortnight. <i>[Completion of drilling of 76m including tests including Permeability tests]</i>
45 Days	20(twenty) percent of the total work awarded in the contract including submission of DDR, Test reports and relevant documents for the portion completed in previous fortnight. <i>[Completion of drilling of 152m including tests including Permeability tests]</i>
60 Days	30 (thirty) percent of the total work awarded in the contract including submission of DDR, test reports and relevant documents for the portion completed in previous fortnight. <i>[Completion of drilling of 228m including tests including Permeability tests]</i>
75 Days	40 (forty) percent of the total work awarded in the contract including submission of DDR, Test reports and relevant documents for the portion completed in previous fortnight. <i>[Completion of drilling of 304m including tests including Permeability tests]</i>
90 days	50 (fifty) percent of the total work awarded in the contract including submission of DDR, Test reports and relevant documents for the portion completed in the previous fortnight. <i>[Completion of drilling of 380m including tests including Permeability tests]</i>
105 Days	60 (sixty) percent of the total work awarded in the contract including submission of DDR, Test reports and relevant documents for the portion completed in the previous fortnight. <i>[Completion of drilling of 456m including tests including Permeability tests]</i>
120 Days	75 (seventy five) percent work completed in all respect awarded in the contract including submission of DDR, Test reports and other relevant documents. <i>[Completion of drilling of 570m including Permeability tests]</i>
135Days	90 (ninety) percent work completed in all respect awarded in the contract including submission of DDR, Test reports and other relevant documents.

	<i>[Completion of drilling of 684m including Permeability tests]</i>
150 Days	100(hundred) percent work completed in all respect awarded in the contract including submission of DDR, Test reports and other relevant documents. <i>[Completion of drilling of 760m including Permeability tests and submission of all deliverables in hard as well as soft copies]</i>

A drawing is annexed with the tender document which shows the tentative location of Barinium HEP. The contractor has to submit to the purchaser the schedule of completion of the work with respect to the holes 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 holes he shall be taking first to execute the work, the machinery to be deployed in these holes followed by the sequence of executing works at other holes. It is expected from the contractor to work on three or more hole together to complete the work in time.

The schedules are to be reviewed every 15 days 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/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.

The Contractor should furnish to the Purchaser Office with fortnightly progress reports in duplicate on the Saturday of every fortnight in the following format:

Item of work	Schedule for work		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
	15 Days	Cumulative	Current 15 Days	Cumulative					

C-4. Review Meetings

The Contractor will be required to attend regular meetings at their own cost with CE, IBO at Chandigarh or Purchaser at Jammu 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 positional and height accuracy, consistency, edge adjustment 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. Terms of Payment

- No advance payment is payable in this tender.
- Payment shall be made after completion of work. However, running bill may be processed as per the requirement and further approval of Engineer-In Charge.
- Payment to the bidder will be made based on actual quantities of work completed at the approved rates.
- The contractor shall submit all bills (in triplicate) to the Executive Engineer, Chenab Division, CWC, Jammu.
- Contractor has to submit proof of GST paid by them.

- f. The Income tax as applicable shall be deducted at source from the bill.
- g. Performance security will be released only after expiry of warranty period of all the deliverables.
- h. Any tax as applicable shall be deducted at source from the bill. However, GST will be reimbursed extra at prevailing rate on quoted rate.

C-7. Warranty Period

All works and the deliverables shall be warranted for a period of six months beyond the 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 of 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 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. Safety Standard/ First aid box

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;

- a. The contractor shall be responsible for providing and maintaining a first aid station at the site at his own cost for emergency treatment of his employees
- b. 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 equipment, materials, remains of temporary facilities, rubbish, debris and excess excavated soil resulting from his work area and from other area placed at his 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 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 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 personnel will be made available by the Engineer-in-charge.

- C-26.** The contractor should take into account royalty if any, leviable 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 own arrangements for lighting of his housing, arrangement of his workers and other personnel engaged by him and the work site. He 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 supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge if the Contractor himself has not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the contractor, shall at his own expense, employ as his 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.

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 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 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 authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his authorized representative shall without unreasonable delay unless he 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 shall, if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

C-32. The Engineer-in-Charge or his 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

C33.1 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 might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of whole or part of the works.

C33.2 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 own or other work people carry it out as he may consider necessary. If the Urgent work shall be such as the contractor is liable under the Contract to carry out at his 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.

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.

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

PART D: DESCRIPTION OF WORK

D.1. Scope of the Work

D.1.1. General

The work site is located as per the vicinity map of the project i.e. Barinium hydroelectric project attached as **Plate-I**. The Drill holes are proposed at the dam site of the project.

D.1.2. All work shall be carried out in accordance with the detailed specifications herein after described. In case the specifications of the work are not given herein the work shall be carried out in all respects in accordance with I.S. specifications and the instructions of the Engineer-in-Charge given from time to time.

D.1.3. The Site:

It is understood and agreed that the contractor has satisfied himself as to the nature & location of the work as well as terrain and local conditions and particularly those bearing on handling or storage of equipment and materials, availability of labour and working space, weather conditions or similar physical conditions at the site, subsoil water, subsurface material to be encountered, the characteristics of equipment and facilities needed, particularly and during the execution of work and all other matters which can in any way affect the work or the cost thereof under this contract. Any default or failure on the contractor to acquaint himself with all the information concerning these conditions will not relieve him from the responsibility for the execution of the contract unless the contract expressly provides that responsibility thereof is assumed by the Project authority. The information and data stated herein and incorporated in the contract elsewhere is for information only and the Engineer-in-Charge does not guarantee that the available records represent completely and accurately the existing conditions and does not guarantee any interpretation of these data or the correctness of any information. The contractor shall assume responsibility for any deductions, interpretations and conclusions drawn there from by him.

D.2. Scope of work & Specifications:

D.2.1. Diamond core drilling in holes ranging up to **110 m** depth, totaling about **760m** deep is to be carried out at selected locations of proposed dam, spillway, diversion tunnel & power house site using core drilling machine. The Engineer-in-charge shall be entitled to make any change in the location of hole. Number of holes to be drilled, the quantity of drilling in each hole and number of tests to be performed in each hole will be as per the geological conditions revealed at site.

D.2.2. Mobilization:

The Contractor shall move drilling equipment and material to the work site, set up the drilling equipment and start the drilling operation. Mobilization of each drill rig will be considered complete when the contractor has mobilized the complete drill rig, necessary crew and materials and has started drilling with the rig.

D.2.3. Set-ups:

The setting up a drilling rig at each hole location shall include surveying the location, clearing of bush, leveling and construction of access path and work pad if necessary, furnishing sufficient drilling water and any anchoring required, moving the drilling equipment from one site to another and moving the same equipment from one hole to another. For drilling in the river, the setting up of drilling rig at each hole location include surveying of the location, construction of floating platform, its anchoring and setting etc.

D.2.4. If the Engineer-in-charge feels that core recovery is poor by using double tube core barrel than on his advice the drilling shall be carried out by using triple tube core barrel. During the drilling operations certain tests may have to be conducted by the department for which

existing facilities available at site with the contractor would be made available to the department free of charge.

D.2.5. Demobilization:

Demobilization includes the removal of the contractor's equipment and waste materials from the site and restoration of the site.

D.2.6. The bore hole shall be **NQ/NX size**. However, under unavoidable circumstances the Engineer-in-Charge or his representatives shall be competent to increase/decrease the size of the hole after satisfying himself of the technical difficulties.

D.2.7. The work shall be completed in all respects including site clearance within stipulated period of time. Upon completion the 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/omissions etc. will be pointed out to the contractor at the time of inspection as far as possible. The contractor will get these defects and omissions rectified and notify the same to the Engineer-in Charge within week of receipt of such notice from the Engineer-in-Charge and in case the remedial operations are found to the satisfaction of the Engineer-in-Charge, the work shall be taken over by the Engineer-in-Charge and thereafter 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.

D.2.8. The Engineer-in-Charge shall have the right to the possession of or use any completed part of the work or work 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.3. Method of drilling:

- a) Diamond Core drilling using double/triple tube core barrels for obtaining maximum core recovery in semi consolidated and consolidated formations.
- b) Complete drilling work process shall be carried out as per latest IS code.
- c) Casing, if used, through overburden from the ground surface to the top of rock shall be of such size as to permit coring with NQ/NX size rock core barrels.
- d) Generally clear water shall be used as the drilling fluid in rock drilling for the removal of cuttings.
- e) The drill hole shall be vertical or inclined as per direction given by Engineer-in-charge.
- f) Wire line drilling machine shall be used for deep holes, wherever necessary.

D.3.1. Before start of the work, the contractor shall submit the programme of execution of work, get it approved from the Engineer-in-Charge and strictly adhere to it for the timely completion of the work.

D.3.2. The drilling work shall be executed at critical hydraulic and water pressures so as to minimize chances of crushing of core due to excessive hydraulic pressure or water pressure. None of the pulls shall exceed the effective length of the core barrel in use.

D.3.3. The drill platforms shall be properly leveled and shall have proper provision for stacking of equipment; accessories and core boxes etc. The platforms shall also provide proper space for workmen and their movements during the operation.

D.3.4. The ground elevation of the drill hole shall be determined by the representative of the Engineer-in-Charge after completion of the drill platform. The depth of drilling shall be computed from the ground elevation. The height of the collar from the ground shall also be recorded. The logging of core obtained shall be done in accordance with the collar level of the highest casing pipe.

- D.3.5.** The core obtained after each pull shall be properly placed in the core-boxes which will be provided by the Contractor free of cost. Core losses shall be replaced in each run by the core loss blocks equal in length to the core loss. Soft or friable portions of core such as badly weathered and decomposed zone or Joint fillings or other soil like zones, shall be preserved by wrapping in plastic. After placement in core box, the core shall be photographed in colour prints.
- D.3.6.** The core boxes shall be properly marked on their cover for the hole number awarded by the department; its ground level and collar elevation; the covered depth related to the core box; box number etc. The core box with core shall be properly stored and transported to Project Site office as directed by Engineer-in-Charge or his representative.
- D.3.7.** Wooden stoppers indicating the depth will be placed after placement of core obtained from each pull.
- D.3.8.** The contractor shall maintain the record of the drilling process in the Daily Drill Report Form prescribed by the Engineer-in-charge.
- D.3.9.** Water pressure tests using suitable mechanical or pneumatic packers shall be conducted in each borehole in every 3 to 5 m section as per latest IS code and as directed by the Engineer-in-charge or his representative. Use of drilling mud or other substances that may affect the permeability of the rock will not be permitted in these holes. The packer used shall be of single/double type as per decision of the Engineer-in-charge.

The test pressures for each section shall be changed at five steps. Prior to starting the test, three-gauge pressures shall be selected, minimum, maximum and intermediate. Flow rate of injecting water shall be observed under each step of the pressure for 10 minutes after the flow becomes stable and shall be recorded at every minute.

All water tests shall be conducted in the presence of the Engineer-in-charge or his representative and the records of the water tests shall be maintained in the Performa prescribed by the Engineer-in-charge.

D.3.10. Recovery

- The core obtained after each pull shall be properly placed in the core boxes which will be provided by the contractor free of charges.
- The core boxes shall be properly marked on their cover for the hole number awarded by the office, its ground level and collar elevation; the recorded depth related to the core box, box number etc. The core box with core shall be properly stored and transported to project site office.
- Wooden stoppers indicating the depth will be placed after placement of cores in the core box obtained after each pull.

D.3.11. Tests:

- During the drilling operation, Permeability tests as per the direction of the Engineer-in-charge or his representative will be carried out.
- All Permeability tests shall be conducted in the presence of the Engineer-in-charge or his representative and the records of the Permeability tests shall be maintained in the Performa prescribed by Engineer-in-charge.
- The contractor shall maintain the record of the drilling process in the daily drill report form prescribed by the Engineer-in-charge and get it signed daily by the Site-in-Charge.
- The tests shall be carried out as per specification contained in Bureau of Indian Standards.
- Contractor will assist CSMRS in conducting Goodman Jack tests.

D.4. Force Majeure clause shall apply.

PART E: ADDITIONAL CONDITIONS OF CONTRACT

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

- E.1.** The work shall be executed as per the technical specifications & requirements given in the tender document.
- E.2.** Location: Plate I showing vicinity map is enclosed, however, exact location will be given by Engineer-in-Charge or his representative at site.
- E.3.** Before tendering, the Bidder shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, approach path, availability of water, power etc.
- E.4.** Entire work shall remain open for inspection, at all stages to the Engineer-in-Charge or his representative.
- E.5.** The contractor shall make available free of charge all the existing facilities available at site such as drilling equipment, its accessories & labour etc. to the department for conducting different checks and tests.

E.6. Rates, Prices & Payments:

- E.6.1.** The rates quoted must include the element of basic price as well as taxes and tariff like excise, customs etc.
- E.6.2.** Any tax on materials in respect of this contract shall be payable by the contractor.
- E.6.3.** The rates of drilling work shall be inclusive of the cost of manpower, mobilization, demobilization, including transportation, maintenance of equipment and consumable items such as fuel, etc. required for the drilling operations.
- E.6.4.** Contractor will be paid for items as listed in the schedule of quantities.
- E.6.5.** The entire work has to be executed on agreement rates.
- E.6.6.** 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.
- E.6.7.** The unit price should be for the same unit indicated in the schedule of quantities.
- E.6.8.** Engineer-in-Charge reserves the right to change the location of drill hole, depth of hole as per the geological conditions at site. The contractor shall not raise any claim because of above changes and variations.
- E.6.9.** 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.
- E.7.** The contractor shall supply at the time of award of work, the list of persons, material and equipment he intends to deploy for the works.

E.8. Tools & Plants

- E.8.1.** No machinery, tools & plants or accessories will be supplied by the Department. Contractor himself has to arrange for all his equipment, machinery, tools and plants.
- E.8.2.** 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.

E.9. Labour

- E.9.1.** The contractor shall be responsible for arrangement, safety and management of all the skilled and unskilled manpower required for all the operations involved in the works as defined above. The department shall not be responsible for supply of any of the personnel.
- E.9.2.** 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.
- E.9.3.** 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.
- E.9.4.** The contractor should abide by all the rules and regulations in force towards safety during the execution of the work and must arrange for all accessories like hard top helmets, firefighting equipment etc. for the personnel employed by him.
- E.9.5.** Contractor shall furnish a statement showing employment of labour, their nationality etc.

E.10. Damage to Works

- E.10.1.** 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 at his own cost.
- E.10.2.** No payment shall be made to the Contractor for any damage to the work executed by him due to rain, flood or any other natural calamities and the contractor shall restore the work at his own cost and ensure such execution strictly in accordance with the specification.
- E.10.3.** 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.

E.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.

E.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.

- E.13.** The contractor has to arrange his own certified drilling personnel and department will not be responsible for such arrangements.
- E.14.** All safety measures prescribed in relevant IS safety codes as amended from time to time shall be bound on the contractor.

E.15. Other Materials

- E.15.1.** All other materials such as Cement, Timber, stones etc. for preparation of platforms etc. will be arranged by the Contractor as per the actual requirements.
- E.15.2.** The Engineer-in-Charge shall inspect all the materials and satisfy himself to their suitability prior to their usage.
- E.15.3.** 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 accept any responsibility for the same.

PART F: FINANCIAL BID

F.1. Special instructions to the Bidder's for Filling up rates:

- a. All prices should be in Indian Rupees.
- b. The Bidder must quote total output price inclusive of all taxes etc.**EXCLUDING GST.**
- c. No additional charges on any account shall be payable by the purchaser on account of the duties, taxes, transportation, packing, boarding, lodging, insurance etc.
- d. Care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in Total amount, the unit rates shall prevail.
- e. Prices for each item shall be furnished in the proper format only as given below and no subheadings shall be allowed. Any correction, overwriting etc. should be countersigned.
- f. 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.
- g. The Bidder should quote the rates for all the items mentioned in the schedule of quantity. The tenders not quoting for all the items are liable to be rejected.
- h. The quoted rates shall remain valid for the complete operation time of the work.
- i. Abnormally High or Abnormally low rates shall be summarily rejected.

F.2. FINANCIAL BID

Name of Work: **Geo-Technical Investigation (Drilling) at Barinium Hydro Electric Project in District Kishtwar of Jammu & Kashmir.**

No	Name of Work	Qty	Unit	Rate	Amount
1	Making approach path of approximate 1.5m width & cutting of steps in hilly terrain including cost of labour & T&P Complete to drill hole points.	1500	m		
2	Dismantling, transportation & assembling of Drilling machines, pumps of different capacity complete by head load including cost of labour, T&P etc. as per directions of Engineer-in-charge	12	no.		
3	Construction of Platform with locally available material of size 6mX6mX1m for housing the drilling machine Complete with cost of all labour, material, T&P & Transport as per direction of Engineer-in-charge.	10	no.		
4	Construction of Floating Platform of size 9mX9m using heavy duty steel drums of industrial use including cost of allied material, labour, T&P complete as per direction of Engineer-in-charge.	2	no.		
5	Laying of Temporary Water Supply Pipelines (25mm diameter & above) of varying lengths from the nearest water source & Construction of Water Retaining Pits of Size 2mX1mX0.5m complete with cost of all labour, material, T&P & transport including cost of GI Pipes as per direction of Engineer-in-Charge.				
	(i) up to 750m		LS		
6	Carrying out of vertical Diamond Core Drilling in NX Size in different formations & locations including supply of core boxes, preservation of cores in core boxes of standard dimensions as per BIS standards, their marking & taking colour Photographs of the preserved cores etc. complete with cost of all labour, T&P & POL as per direction of E.I.C				
	(i) In overburden soil and sandy strata mixed with boulders up to 100 m depth	243	m		
	(ii) In hard Rock foundation up to 100m	412	m		

7	Carrying out of Angular Diamond Core Drilling in NX Size in different formations & locations including supply of core boxes, preservation of cores in core boxes of standard dimensions as per BIS standards, their marking & taking colour Photographs of the preserved cores etc. complete with cost of all labour,T&P & POL as per direction of E.I.C				
	(i) In overburden soil and sandy strata mixed with boulders up to 100 m depth	75	m		
	(ii) In hard Rock foundation up to 100m	30	m		
8	Water Permeability Tests at different depths as per direction of Engineer-in-charge				
	(i) up to 100m	152	no.		
	Total Amount inclusive of all taxes excluding GST				

Amount in words excluding GST

(Rupees.....)

Rate of GST (in %)

Note:

1. While quoting the rates the contractor must be fully aware of location and approach to all the locations where the drill holes are likely to be executed.
2. All process shall include the cost of movement of Man & Machinery at work site.
3. The quantities mentioned against each item are tentative and may vary significantly. The Purchaser is at liberty to change the quantities during the course of actual drilling. Only actual quantities of work done will form basis of the payments to be made.
4. The quoted price shall be written both in figures and words and should be inclusive of all services and taxes except GST. However, GST will be reimbursement on production of GST paid receipts.
5. The Bill of quantities is to be read in conjunction with Scope of work.

BRIEF DESCRIPTION OF THE PROJECT

The proposed Barinium Hydro Electric Project falls in Tehsil Padder of Kishtwar District of Jammu & Kashmir and is on river Chenab. Barinium H.E. Project is 323Km away from Jammu and 83 Km away from District headquarter, Kishtwar. The index map of the project is enclosed (**Plate-1**). River Chenab and its tributaries offer very attractive sites for development of Hydro Power as it has copious discharge round the year with steep bed slopes in the upper reaches. Barinium Hydro-Power Project is 15km away from Gulabgarh and accessible through a road maintained by GREF. The nearest rail head is Udhampur about 290 Km from dam site. The nearest airport is Jammu. The Project site falls of District Kishtwar (J&K).

GSI authorities have now suggested now **760m** drilling in different locations but the quantity may increase or decrease depending upon site conditions.

ANNEXURE-II

DRILLING WORKS EXECUTED DURING LAST 10 (TEN) YEARS / IN HAND*

PAGE _____ **OF** _____

[illegible]

* to be supported by relevant proof.

ANNEXURE-III

LIST OF FUNCTIONAL EQUIPMENT / MACHINES PROPOSED TO BE DEPLOYED FOR THE WORK

[illegible]

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

No.	Name	Years with the firm	Designation with the firm	Qualification	Years of Experience & Nature of experience	Contact No and Email id

CHECK-LIST

Name of the Firm/ Agency	
Date of Establishment of the Agency	
Detailed address of the Agency with Phone No, Fax No, email	

S.No	Particulars	Attached/Uploaded (Yes/No)	Details	Page No.
(i)	Signed and scanned copy of Tender Acceptance Letter and Letter of authorization to submit bid, if bid is being submitted on behalf of company.			
(ii)	Signed and scanned copy of tender application along with proof for payment of Tender Document Cost and Earnest Money Deposit. If exempted, signed and scanned copy of valid Certificate for Exemption from payment of cost of Tender Document payment and Earnest Money Deposit (EMD).			
(iii)	Signed and scanned copy of valid Firm/ Agency/Company registration certificate issued by statutory authority as per prevailing laws of Govt. of India.			
(iv)	Signed and scanned copy of Certificate of single proprietorship/ Affidavit of partnership firm/ Pvt. Ltd. or Public Ltd. Company. If partnership firm, Signed and scanned true copy of Partnership deed as per the tender document.			
(v)	Signed and scanned copy of PAN No and GSTIN.			
(vi)	Signed and scanned copy of previous three years Income-tax return including FY 2019-20.			
(vii)	Signed and scanned copy of the audited balance sheets including a separate sheet on turnover of last three financial years including FY 2019-20.			
(viii)	Signed and scanned true copy of undertaking on company's letterhead of not being blacklisted/ debarred by any Government department from			

S.No	Particulars	Attached/Uploaded (Yes/No)	Details	Page No.
	participation in tenders floated by State/ Central Government agencies.			
(ix)	Signed and scanned true copy of undertaking on company's letterhead of not having any Litigation pending in any court of law.			
(x)	Signed and scanned true copy of undertaking (self-certificate) of clean track record of the firm during the last five years.			
(xi)	Signed and scanned copy of experience certificates of similar works for last 10 years along with copies of work order/ corresponding completion certificates clearly indicating the scope of work and technology used.			
(xii)	Signed and scanned copy of Annexure II, III, IV, V with required information as detailed in of this tender document.			
(xiii)	Any other information not detailed above but mentioned under point 12.1 of NIEt on page 4&5 of this tender document.			

Note: All documents are to be signed and serial numbered in the sequence as specified above.

PERFORMANCE GUARANTEE (CLAUSE-1)

- I. The contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of **5% (Five percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his/her proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 7 days of issue of work order. This period can be further extended by the Engineer-in-charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Nationalized/ Scheduled Bank / Banker's Cheque of any Nationalized/ Scheduled Bank / Demand Draft of any Nationalized/ Scheduled Bank/ Pay Order of any Nationalized/ 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 Nationalized/ Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- II. In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law is at liberty to forfeit the earnest money absolutely.
- III. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 120 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- IV. The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of: -
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
- V. In the event of the contract being determined or rescinded provisions of any of the clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY / BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "The government") having agreed to the terms and conditions of Agreement No. dated made between and [Hereinafter called "the said contractor(s)*"] For the work (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees Only) as a security / guarantee from the contractor(s) for compliance with his/her obligations in accordance with the terms and conditions of the said agreement.

We (Indicate the name of the Bank) (Hereinafter referred to as "the Bank") hereby undertake to pay to the government on the amount not exceeding Rs. (Rupees..... only) on demand by the Government.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. 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, our 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.

4. 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.
5. 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.
6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).
7. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.
8. This guarantee shall be valid up to unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a

claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the Day of For

(Indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

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

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

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

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

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 enroll 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 Enrollment**" 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 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 white 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.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. 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.

10. 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.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Executive Engineer,
Chenab Division, Central Water Commission,
Jal Ayog Bhawan, Rajinder Nagar Phase-I,
Bantalab, Jammu-181123,
Jammu & Kashmir.

Sub: Acceptance of Terms & Conditions of Tender

NleT No.T-25025/3/2020-NSD-II (CHENAB DIV)

Dated: 19-10-2020

Name of Tender/Work: Geo-Technical Investigation (Drilling) at Barinium Hydro Electric Project in District Kishtwar of Jammu & Kashmir.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

