



GOVERNMENT OF INDIA CENTRAL WATER COMMISSION

Tender Document For Geo-Technical Investigation (Drilling) at Ujh Multipurpose Project.

Tender Number CD/JEQ/UMP/C-16/2010



Executive Engineer
Chenab Division,
29-30, Suraj Nagar, Talab Tillo,
Jammu
March, 2011

This document is to be signed and stamped and submitted back in original to the Purchaser.	
Tender Sr. No.	
Issued To	
Dated	
Signature and Stamp of EE office	
This Tender Document contains 47 pages	

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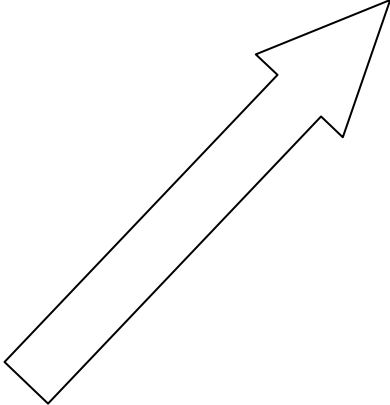
Page 1

Correction-Nil

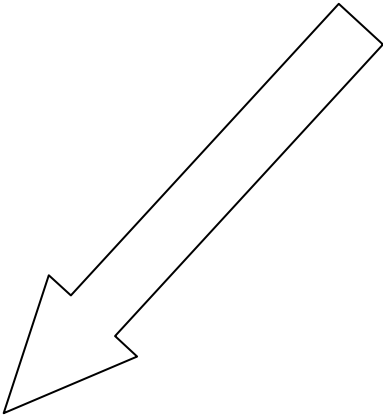
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PWD-6
Government of India
Central Water Commission
Chenab Division, Jammu
NOTICE INVITING TENDERS (NIT)

1. On behalf of the President of India, Executive Engineer, Chenab Division., Central Water Commission, Jammu invites sealed item rate tenders, from eligible tenderers for the following work:

Name of work	"Geo-Technical Investigation (Drilling) at Ujh Multipurpose Project"
Period of Work	120 days
Estimated Cost	Rs. 137.55 lakhs
EMD	Rs. 2.75 lakhs

2. Qualification Criteria that the Firms should fulfill, includes:

- a. Should be a registered Govt. firm / agency having worked for railways, CPWD, PSU or any other Govt. department for the similar work.
- b. The average annual turnover of the firm during the last three years should be at least 30% of the estimated cost. TDS Certificates and Certificate of the CA, Income Tax Return, PAN No. of the firm etc. shall be considered.
- c. The firm should have satisfactorily executed similar works, in the last seven years since the date of applying in the tender. Similar work shall mean the **drilling Work** for a Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU. as Principal contractor. TDS Certificates/ Certificates from officers not below the rank of the Executive Engineer or equivalent shall be considered.
- d. Possession of sufficient nos. of drilling machines, equipments and accessories etc.
- e. Association of at least 3 Key long term Personnel with necessary qualification and experience in the Drilling work who will be deployed on the work. The salary certificates and the degree of the personnel or equivalents shall be considered.
- f. Tender documents shall be issued to the eligible tenderers only. Only purchased tender document can be submitted, downloaded document will not be entertained.

3. Tender should be of three envelop system. Envelop-1 containing earnest money, envelop-2 containing technical proposal / details. Envelop-3 containing the financial proposal. All the envelopes to be placed in one large envelop. Financial bid of only those tenderers shall be considered who fulfill the criteria for technical evaluation.

4. The important Dates are:

Start of Sale of the Tender	26-03-2011
End of Sale of the Tender	04-04-2011
Last Date of Submission of tenders	08-04-2011 upto 1530 hrs
Date of opening of Technical bid	08-04-2011 at 1600 hrs
Start of work	From the date of issuance of work order

Tender received after the Last date shall not be entertained. Tenders with Defective EMD shall be rejected on the spot.

5. For details of the Tender Conditions, Qualifying conditions and scope of work etc. please read the Tender Details. The tender can be viewed on the web site www.cwc.nic.in for view.

6. The tender document can be purchased from the Office of the Executive Engineer, Chenab Division, Jammu from 11 AM to 5 PM on any working day, against cash payment of Rs. 1000/=, after submitting the qualifying documents and checking of necessary experience certificate/credentials related to similar kind of works and latest income tax clearance certificate.

7. The competent authority reserves the right to accept/reject any tender or annul the tendering process either in part or full without assigning any reason thereof.

Sd/-
Executive Engineer, Chenab Division, CWC
29-30, Suraj Nagar, Talab Tillo, Jammu
Tele Fax : 0191-2554223, 2502664
Email: exenjammu@gmail.com

Copy to:

1. Director SMD for publishing on the CWC Web Site
2. Director, M&A Dte., Jammu
3. With separate press notice as per the press notice guidelines of the CPWD Manual to DAVP agent for publishing in the Times of India, Hindustan Times, Excelsior (Jammu) & Kashmir Times (J&K).
4. Account Branch 5. Notice Board

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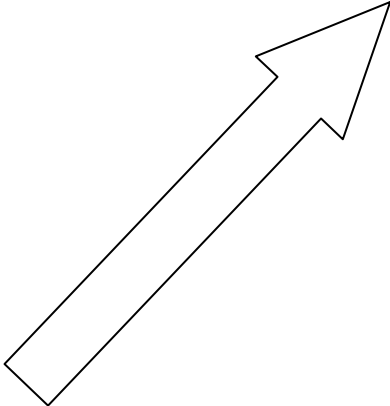
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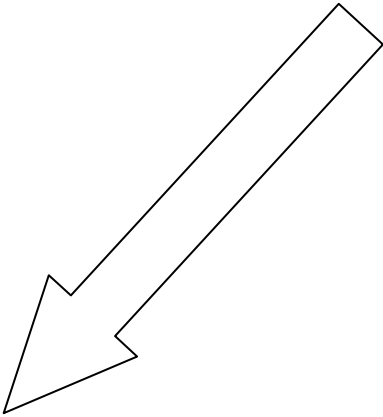
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TENDER APPLICATION

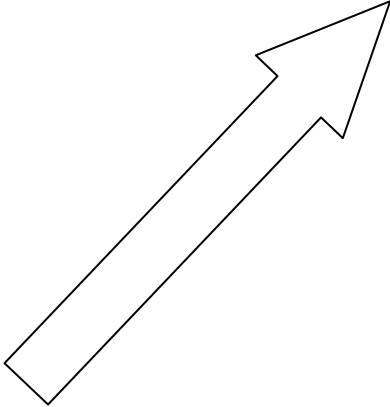
I/We have read and examined the notice inviting tender, scope of the requirements, specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the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

We agree to keep the tender open for one hundred twenty (120) days from the date of opening of tender (Price Tender) thereof and not to make any modifications in its terms and conditions. The EMD amount has been deposited with the Chenab Division in the form of Deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank / demand draft of a scheduled Bank as earnest money. If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Executive engineer, Chenab Division or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, further if I/we fail to commence 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

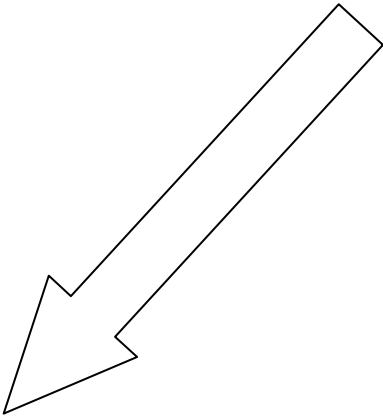
I/we hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/we am/are authorized to communicate the same or use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

Dated :
Signature of Tenderer
Postal Address

Phone Nos.



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TENDER DATA SHEET

STATE : J&K ORGANIZATION : IBO CIRCLE: M&A Date.

BRANCH: Investigation DIVISION: Chenab Division SUB-DIVISION: A.E (NSD-1)

Name of Purchaser: President of India through

Officer inviting tender and issuing Executive Engineer, Chenab Division,

General Directions: Jammu, CWC

Description of Work: Geo-Technical Investigation (Drilling) at Ujh
Multipurpose Project

Tender Details and Instructions	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
Commercial Tender	As per Part F
Dates	As per NIT

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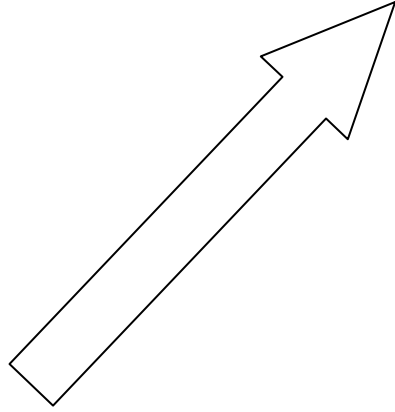
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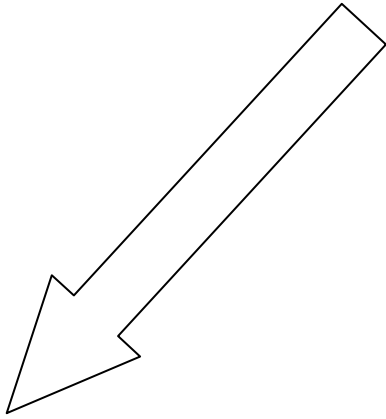
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PART A: GENERAL INSTRUCTIONS TO TENDERERS

A.1, General :

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

A.2. Tender Documents

1. EMD: EMD shall be deposited only in the prescribed form of Crossed Bank Draft/ FDR of scheduled bank, in favor of Executive Engineer, Chenab Division payable at Jammu. EMD of the unsuccessful tenderer shall be returned within 7 days in original after finalization of the contract with the successful tenderer. EMD of the successful tenderer shall be treated as part of security deposit. EMD of a tenderer 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 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
- 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: Commercial Tender

A.3 Tendering Process

1. This is a single stage tender process. This tender document in original along with EMD and documents for the qualification criteria shall be submitted in the original in sealed envelopes as described below at the same time. The tender document must be signed and stamped by the Director/ Authorised Signatory. The POA on behalf of the Authorised Signatory must be included in the tender.
 - a) Earnest money through prescribed instrument should be placed in a sealed **envelope – 1** super-scribed as "**Earnest money**".
 - b) Documents for the Technical criteria and Tender document as issued by EE, Chenab Division, Jammu duly filled up, signed and stamped by Tenderer on every page should be placed in another sealed **envelope – 2** super-scribed as "**Technical Proposal**".
 - c) The price bid clearly depicting the price quoted for each tender shall be place in another sealed envelop- **Envelop 3** super scribed as **Financial bid**.
 - d) All the three envelopes to be enclosed in one large envelop with the name and address of the tenderer bidding for the tender.

The documents are to be arranged strictly in the order given below:

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- **EMD** in favour of the Executive Engineer, Chenab Division, CWC, Jammu, payable at Jammu – **Envelop – 1.**
- **Technical Details and Tender document clarifying the eligibility criteria. All in Envelop 2.**
 - Experience: Experience of the firm / contractor related to the assignment for each project. The Tenderer should attach certificates from the clients suitably clarifying to fulfill the qualifying criteria. The Experience certificates should indicate the value of the work– Annexure – II.
 - Adequacy & Work-plan: Adequacy of the proposed work plan and methodology in responding to the scope of work carried earlier indicating the adherence to targets, deviation and its percentage, if any.
 - Qualification / competence of the staff: Tenderer should attach the qualification & competence of the staff for the job assignment indicating the number of technical staff etc. The Tenderer should attach certificates from the clients suitably clarifying to fulfill the qualifying criteria. The Experience certificates should indicate the value of the work.
 - Delivery commitments in earlier projects: Deliverables of earlier projects indicating deviations in completion time if any with percentage from the completion time.
 - Equipments availability with the tenderer: The Tenderer should attach list of drilling machines and accessories, other equipments etc., required for the job/assignment and available with the Company – Annexure – III.
 - Turnover of the firm / company: Tenderer should attach the financial details of the company, TDS certificates and certificate of CA for the previous years.
 - Team composition: The Tenderer should submit the details of the professional team that will carry out the work– Annexure – IV.
 - This tender document duly filled in, signed and stamped along with the detailed price offer– **Envelop – 3.**

All documents are to be signed, tagged, serial numbered.

- e) All the three envelopes viz. earnest money envelope (Envelope-1), Technical Bid envelope (Envelope – 2) and Financial Bid envelope (Envelope-3) should be placed inside another overall sealed envelope with the name of work written on it.
 - f) The financial bid will be considered / opened of those contractors only who fulfill the eligibility criteria of 65% of the technical evaluation (Envelope – 2) and whose earnest money placed in the other envelope (Envelope-1) is found to be non defective and unconditional.
2. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process, either in part or full, without assigning any reason thereof.
 3. The work may be awarded to more than one tenderer (maximum two) with bifurcation in work due to the exigency & to ensure early completion of the work.
 4. The purchaser can alter Scope of requirements to any extent at any time during the tendering process or up to 25% at the execution stage of work.
 5. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to permanent blacklisting for all future CWC works/purchases with other legal actions.
 6. The tenderers are expected to understand the forms, terms, specifications, GOI Tax structure and other details mentioned in the tender document.
 7. Each tenderer is entitled to submit only one set of tender consisting of technical proposal and financial proposal. The tender document is non transferable. The cost

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of the tender document is to be paid in cash.

8. At any time prior to the deadline for submission of tender, the Purchaser, for any reason, whether at its own initiative or in response to any inquiry may modify the scope of work, estimated cost or any condition of the tendering documents by amendments.
9. The agreement with the qualified tenderer shall be in accordance with the contract document. It is assumed that the tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
10. The rates quoted in this tender shall hold good for 60 days beyond the date of submission.
11. The valid means of communications for this tender shall be in writing through email, mail or fax.
12. The Owner/ Director(s) of the tendering firms having near relative working at the Gazetted rank post in Indus Basin organization, CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
13. The tendering firm may ensure that in the Board of Directors, no engineer of Gazetted rank, earlier employed in CWC [for a period of one year after his retirement or leaving of services], is allowed. Such firms are debarred to participate in tendering, without the prior permission of the Chairman, CWC. Such tender is liable to be rejected at any stage of work.
14. It is in the interest of the tenderers to acquaint themselves with the site conditions and requirements of the work before lodging the tender. The tenderer may inspect the CWC site office at its own cost on any working day during the submission period.

A. 4. BID OPENING AND EVALUATION

4.1 All the items and services mentioned in the tender should be quoted by the tenderer

- a) Tenders offering only a part of the solution shall be considered as conditional and unresponsive and will be rejected.
- b) The bidders 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 out rightly 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.

4.2 The bid will be opened in the following sequence:

First – Envelope no. 1 containing EMD

Second – Envelope no. 2 containing the technical bid.

The evaluation of the tender shall very much depend upon the technical strength of the tenderer, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc. The tenderer shall be awarded points for each criteria mentioned below. The weight age of the each criterion is also shown against it. The third envelope containing 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% or more.

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S. No.	Technical Evaluation	Max. Marks
1	Experience of the contractor related to the assignment with minimum of 100 mts. drilling	20
1.1	Work experience of more than 5 such projects	
1.2	Work Experience of 3-5 such projects	
1.3	Work experience of 1-3 such projects	
1.4	Work experience of 1 such projects	
2	Adequacy of the proposed work plan and methodology in responding to the scope of work such as work programme, organization of staff, adherence to targets etc.	20
2.1	Work programme and organization of staff	
3	Qualification and competence of the staff for the assignment such as manpower (Engineers & Geologists) to be deployed for the work.	15
3a	Number of machine / sets deployed	
i	4 sets	
ii	3 sets	
iii	2 sets	
iv	Engineers & Geologists for overall supervision	
4	Delivery commitments in earlier projects such as completion time & deviations if any with respect to projects under taken provide certificates from previous employers.	10
4.1	Average percentage deviation of projects executed in last 3 years with ranges upto 10%, 10-20%, 20-40%, 40-50%	
5	Objective realization such as objectives understanding, suggestions for modifications etc.	15
5.1	Understanding of objectives	
5.2	Suggestions for modifications if any	
5.3	Innovativeness	
6	Turnover of the company	10
6.1	Greater than 7 crores	
6.2	3 to 6 crores	
6.3	Less than 3 crores	
7	Number of Machines & Pumps available with the company (Give details)	10
7.1	Greater than 10	
7.2	Between 6-9	
7.3	Between 3-5	
	TOTAL	100

Sets include all the crew members of the drilling including drillers, helpers, pump operators, etc.

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

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 120 days. 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.

Third: The financial bid in Envelop-3 shall be opened for only those tenderers who fulfill the technical criteria. The technical & financial bid submitted by the tenderer together shall form the basis of selection of the successful tenderer and finally the award of the work.

A.5 Award of Work

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

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

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

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

5. Minimum Desired Technical Strength required for the work.

S. No	Personnel/Machinery	Nos.	Remarks
A	Mandatory Technical Staff		
1	Driller	3	Experience of Min 5 yrs in similar works.
2	Machine Operator	3	Diploma in ITI with experience of 5 yrs in similar works.
3	Pump Operator	3	Diploma in 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.
6	Geologist (optional)	1	Relevant Degree 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 tenderer with whom the purchaser enters into a contract for the work detailed in this document.

Day means calendar day.

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

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

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

Government means the Government of India

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

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

Plan Scheme means "Investigation of Water Resources Development Scheme"

Purchaser is the President of India through The Executive Engineer, Chenab Division, Central Water Commission, Jammu

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

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

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

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

Tenderer means any eligible firm participating in this tender process.

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

B.2. Scope of the work

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

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.

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.

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

- b. The Purchaser will provide timely provision of all the resources, space and facilities and information for decision making that are necessary to execute this contract.

B.7. Commencement and Operation

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

B.8. Programme of work

- a. Immediately after signing of the contract the Contractor shall designate 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 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, equipments to be deployed for these works and details of input required from the department along with time schedule before entering into the agreement and the plan has to be approved by the competent authority.

B.9. Confidentiality

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

B.10. Care of the Property

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

B.11. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal

injury or loss/damage to the property, loss to the system not yet accepted operationally.

B.12. Force Majeure

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

B.13. No Breach of Contract

The failure of a party to 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.14. Measures to be taken

- a. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to 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.

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

B.15. Extension of Time

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

B.16. Consultations

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

B.17. Contract Price

The prices specified in the contract agreement shall be firm inclusive of all taxes, duties, octroi etc. and fixed with no adjustment to be made to the contract price except as otherwise provided in this contract during the execution period. The contract prices are fixed for the term of the contract and no escalation shall be paid in any manner.

B.18. Terms of Payment

- a The Purchaser, on the recommendation of the Engineer-in-charge, shall order the payments as per the schedule given in the tender document.
- b All the interim payment certificates can be modified, or corrected by any subsequent interim or by the final certificate issued by the Engineer-in-charge.
- c Any money recoverable from the contractor shall be adjusted in the final bill.
- d The payment shall be made for the amount after deducting any taxes required to be deducted at source as applicable e.g. work contract tax, income tax etc.

B.19. Taxes and Duties

All the existing and new taxes, levies, octroi, custom and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The Work Contract Tax and the income tax shall be deducted at source as per the prevailing Government of India rules from time to time.

B.20. Variations, Alterations and Deviations

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

B.21. Extra Items

The extra items specifically mentioned as extra work initially in the contract document or any other work not specified but required to be done as a part of this work shall be taken by the Contractor as Extra Items. Unless specifically mentioned in the tender

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

document, the decision of Purchaser as to what constitutes as extra items, will be final and binding. The rates for all these items of work shall be mutually decided at the prevalent market rates. All such items shall be billed separately. Provisional payments may be made and actual balance payments shall be presented by the Contractor in the form of Claims.

B.22. Claims

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

B.23. Release of Claims

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

B.24. Observance of Law

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

B.25. Termination of Contract

A. For Purchaser's convenience

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

B. For Contractor's Default

- a. The Purchaser without prejudice to any other rights or remedies it may possess, may terminate the contract if the Contractor
 - i. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his 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

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

- 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 ase:

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

D. On every termination the Purchaser shall have powers to

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

B.25.1 – On the Termination of the contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works, or in case the Works or part of the Works is not completed the loss or damage suffered by the Department in determining the amount, credit shall be given to the contractor for the value of the work executed by him 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.25.2 – Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damages suffered or 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.25.3 – If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building etc. and apply the proceeds of sale thereof towards satisfaction of any sum due from the contractor under the Contract and if thereafter there be any balance outstanding from the Contractor' it shall be recovered in accordance with the provisions of the Contract.

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

B.26. Suspension of work

The work shall be deemed to have been suspended if

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

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

B.27. Liquidated Damages

- a) The time stipulated in the contract as per progress report shall be deemed to be the essence of the contract. In the event the contractor fails to adhere to the time specified in the progress report of the 'Contract', or approved extended time then the contractor shall pay to the Purchaser liquidated damages for such default and not as penalty as follows.
- b) In the event of any delay corresponding to each milestone as specified in clause C.3, L.D. at the rate of 1.0 % of the remaining part of the contract value of the work per fortnight of delay or part thereof shall be levied subject to a ceiling of 10% of the total contract value of the work.**
- c) The owner may without prejudice to any other method of recovery deduct the amount of liquidated damages from any money in his/their hands due or become due to the Contractor either under this or under any other contract.
- d) The payment or deduction of such liquidated damages shall not relieve the Contractor from his/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

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be granted to the contractor subject to levy of LD and the amount equivalent to the maximum levy of LD leviable shall be withheld from the running bills at the stage where the balance payment may not be able to cover the LD and other obligations as per the provisions of the Contract.

B.28. Notices

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

B.29. Disputes

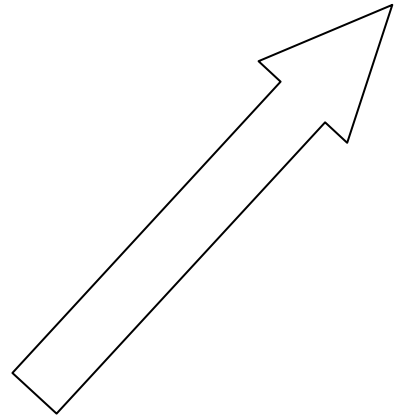
The decision of the Purchaser shall be final regarding the quality and progress of work; the other aspects arising out of the work shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of disputes in writing to the Purchaser. The work shall not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

B.30. Settlement of Disputes

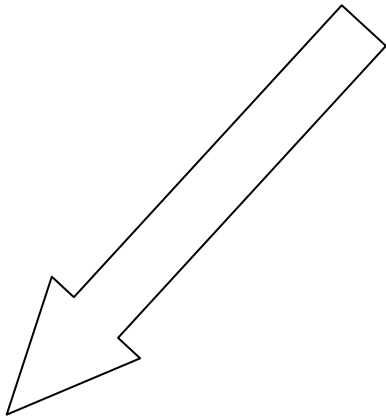
The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator which will be CE, IBO, CWC and only after dissatisfaction with that, the Arbitrator shall be appointed by CWC as per Arbitration & Conciliation Act 1996.

B.31. Subcontracting of the Work

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



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PART C: SPECIAL CONDITIONS OF CONTRACT

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

C.1 TIME FRAME

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

C.2 HARDWARE / SOFTWARE / EQUIPMENTS

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

C.3 PROGRESS REPORT

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

First fortnight	Mobilization of work & 10 % of the total work awarded in the contract. <i>[Preparation of access path, Platform, shifting of drilling machine and completing of atleast 100m drilling]</i>
Second fortnight	25(twenty-five) 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 300m including tests]</i>
Third fortnight	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 480m including tests]</i>
Fourth fortnight	55 (fifty-five) 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 660m including tests]</i>
Fifth fortnight	70 (seventy) 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 840m including tests]</i>

- Sixth fortnight 85 (eighty-five) 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. **[Completion of drilling of 1020m including tests]**
- Seventh fortnight 95 (ninety-five) 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. **[Completion of drilling of 1140m including tests]**
- Eighth fortnight 100 (hundred) percent work completed in all respect awarded in the contract including submission of DDR, Test reports and other relevant documents. **[Completion of drilling of 1200m including tests and submission of all deliverables in hard as well as soft copies]**

A drawing is annexed with the contract document which shows the tentative location and depths of the bore holes. 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 fortnightly by Purchaser to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the employer) to adhere to the completion dates. Purchaser reserves the right to revise the schedule at his/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 week		Actual progress		%age of work completed for each item	Reasons for shortfall, if any,	Steps taken to make up the shortfall	Manpower deployed	Machinery in use
	Current Fortnight	Cumulative	Current Fortnight	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 accuracy, consistency and completeness before Final Acceptance. Engineer-in-Charge's decision regarding the quality of work and its acceptability shall be final and binding on the contractors.

C.6 PAYMENT SCHEDULE

- a. No advance payment is payable in this tender.
- b. Payment shall be made according to the following schedule

(i) 85% of the total contract value shall be paid as progressive payment after completion & submission of the particular item at the required target date on the basis of fortnightly running bills and on certification by the Engineer-in-Charge. The payment will be released on the basis of actual quantity and at unit rate basis, after receipt of following documents: -

- Interim bill
- Certificate from Engineer-in-Charge about the drilling progress
- Copy of site log book.
- Progress report
- Photographs of the Core samples

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

- c. The Income tax as applicable shall be deducted at source from the bill.
- d. Performance security will be released only after expiry of warranty period of all the deliverables.

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.

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

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 Equipments and Materials furnished by the Client

Equipments 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 equipments and materials and shall dispose off such equipments and materials in accordance with the client's instructions.

C11. 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.

C13. 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.

C14. Natural Water Sources:

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

C15. Law & order:-

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

C16. 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.

C17. 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.

C18.

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.

C19. Approach roads:

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

C20. The haul paths shall also form a part of the inspection paths during the execution of work and the contractor shall maintain them properly.

C21. Site reclamation/restoration:

On completion of the work to the satisfaction of Engineer-in-Charge, contractor shall remove all equipments, materials, remains of temporary facilities, rubbish, debris and excess excavated soil resulting from his 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.

C22. 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.

C23. 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.

C24. 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.

C25. No housing accommodation for the contractor or his personnel will be made available by the Engineer-in-charge. The Engineer-in-charge will allot land free of charges, if available, for the erection of temporary accommodation of the contractor's staff and workmen. The contractor must maintain the area allotted to him in neat and clean conditions as required by the Engineer-in-charge. Contractor shall make his own arrangements for water, electricity, sewerage and other amenities.

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

C26. 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.

C27. 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.

C28. 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.

C29. 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.

C30. 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.

C31. 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.

C32. 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.

C33. 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.

C34 URGENT WORKS:

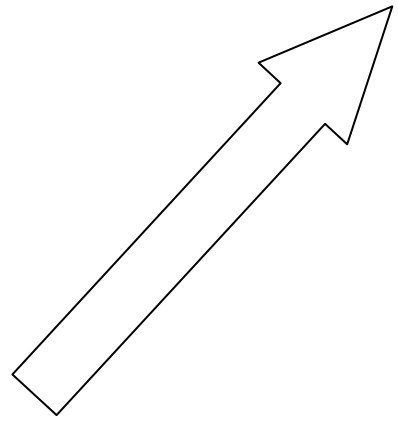
If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the Urgent 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.

C35 – CHANGES IN CONSTITUTION

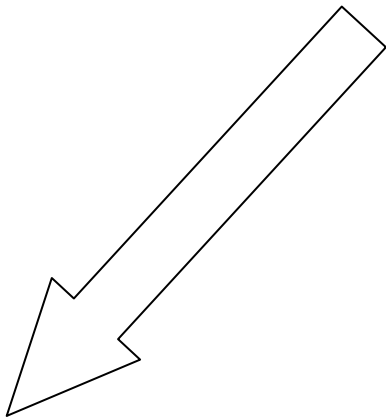
Where Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval, as aforesaid, shall likewise be obtained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

C36 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP –ETC.

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



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PART D: DESCRIPTION OF WORK

D.1 GENERAL SCOPE OF WORK

D.1.0 General

The work site is located as per the vicinity map of the project i.e. Ujh Multipurpose project attached as **Plate – I**. The Drill holes are proposed at the dam / power house site, Barrage & other locations of the project.

D.1.1 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.1.2 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. Contractor must make sure that the location of dam site and power house site have different approach and are not adjacent. The contractor may require different working arrangement for dam site and power house site. This aspect may be borne in mind while quoting the rates.

D.2 SCOPE OF WORK & SPECIFICATIONS:

D.2.0 Diamond core drilling in holes ranging upto 200 m depth, totaling about 1200 m deep is to be carried out at selected locations of proposed dam, intake, de-silting chamber, surge shaft, penstock, power house site, Barrage area and other project components located on both banks of the river/in the river 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 preformed in each hole will be as per the geological conditions revealed at site.

D.2.1 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.2.2 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.2.3 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.2.4 Demobilization:

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

D.2.5 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.2.6 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.2.7 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.3.0 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-boxed 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 tenderer 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 equipments, its accessories & labour etc. to the department for conducting different 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 equipments 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 Contractor may encounter any type of strata. 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 drill 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.8.0 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 equipments, 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 equipments shall be the responsibility of the contractor / respective owner of the equipments.

E.9.0 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 underground excavation 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, fire fighting equipments etc. for the personnel employed by him.
- E.9.5** Contractor shall furnish a statement showing employment of labour, their nationality etc.

E.10.0 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.

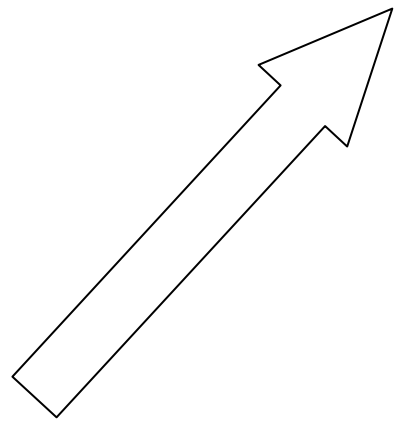
E.14 All safety measures prescribed in relevant IS safety codes as amended from time to time shall be bound on the contractor.

E.15.0 OTHER MATERIALS

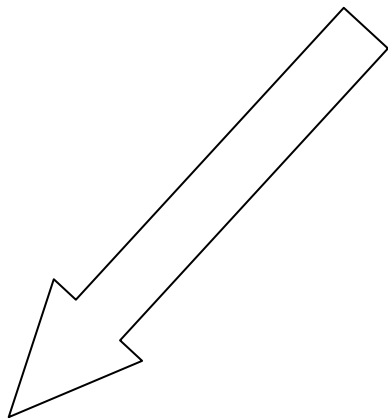
E.15.1 All other materials such as Cement, Timber, stones etc. for preparation of platforms etc. will be arranged by the Contractor as per the actual requirements.

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.



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PART F: COMMERCIAL TENDER

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

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

F.2 Cost Details

The detailed price offer for carrying out the required work must be given in the proper format as given ahead. In the event of any discrepancy between the rate and amount, the quoted rates shall be treated as valid.

F.3 Technical details

The tenderer 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 geology of the area so as to satisfy the work requirements and time schedule. The tenderer has to provide the work schedule which he proposes and he will stick to it. Any failure to the work schedule will invite penalty.

All relevant details justifying the technical competence of the agency as per the evaluation criteria indicated above.

SCHEDULE OF QUANTITIES

The quantities indicated below are for Dam site / Power House site, Barrage site and other Appurtenant structure locations

S. No.	Item Details	Estimated Quantity	Unit	Rate Rs.	Amount Rs.
1	Diamond core drilling of NQ/NX size upto a depth of 100.0m at Dam/Intake/De-silting Chamber / power house/ HRT/Surge Shaft, Barrage & canal sites or 10 m in the fresh rock as per the site condition including all consumable items, core box, manpower etc. on either bank of the river. Vertical holes & Inclined holes	550 m	m		
2.	Diamond core drilling of NQ/NX size upto a depth 100.0m to 150.0m at Dam/Intake/De-silting Chamber / power house/ HRT/Surge Shaft, Barrage & canal sites or 10 m in the fresh rock as per the site condition including all consumable items, core box, manpower etc. on either bank of the river	450 m	m		
3.	Platform construction including setting up of drilling rigs both at dam site and power house site	16	Nos.		
4.	Shifting of drilling rig from one hole location to another hole location including construction and maintenance of approach path	15	Locati- ons		
5.	<i>Drilling in the middle of river</i>				
a	Construction of floating platform including anchoring and setting up of drill rig for drilling in the river bed	2	No.		
b	Diamond core drilling of NQ/NX size upto a depth of 100 m at Dam/Intake/De-silting Chamber /power house/ HRT/Surge Shaft/Barrage sites or 10 m in the fresh rock as per the site condition including all consumable items, core box, manpower etc.	200	m		
6.	Conducting test Permeability test as per para D3.11	300	No.		

Total of Item Nos. 1 to 6 in Rupees.....

Note: 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.

- All process shall include the cost of movement of Man & Machinery at work site
- In case the equipments such as drilling machine and Water pump (**Appendix – 1**) are made available to the contractor on as is and where is basis to be used in the project, the use rate / hr. chargeable shall be recoverable from the running bills. The running (PoL) and maintenance of the equipment shall be borne by the contractor.

DECLARATION BY THE TENDERER

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

SIGNATURE OF TENDERER

Office Seal

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

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

Schedule of Price for equipments on hire basis

Item No	Items of Work	Qty / No.	Unit	Rate (Rs.) in figures and in words	Amount
	Equipments on hire basis				
1	Use rate of Drilling Machine	2	Hour	70.00/- (Rupees seventy) only	
2	Use rate of Water Pump	2	Hour	50.00/- (Rupees fifty) only	
	Total				

- The total use during the billing cycle will be charged and debited to the billed amount.
- The certificate to the total use hours have to be indicated by the site-in-charge as per Log Book.
- Complete responsibility of running and maintenance of the equipments provided by the department rests with the contractor and department will issue the equipment at site as per the present conditions. The contractor should make sure of all factors before indenting for the equipments.

Total in words Rs.....

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All other details as asked for under Technical details (Para F3) have to be given in substantial details to assess the technical competence of the agency and evaluate accordingly.