



सत्यमेव जयते

भारतसरकार

Government of India

केंद्रीय जल आयोग

Central Water Commission

कार्यालय अधिशासी अभियन्ता

Office of the Executive Engineer

मध्य गंगा मंडल-1 / Middle Ganga Division-1

जलतरंग भवन

Jaltarang Bhawan,

अलीगंज, लखनऊ

Aliganj, Lucknow

पिन-221024(उ०प्र०)

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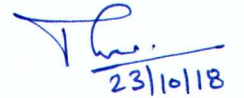
e-mail: eemgd1-cwc@gov.in

ई-निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधिशासी अभियन्ता, म.गं.मं-1, केंद्रीय जल आयोग, लखनऊ द्वारा भारत में अधिकृत / पंजीकृत सेवा प्रदाताओं से उत्तर प्रदेश राज्य में स्थित गंगा बाढ़ नियंत्रण आयोग के क्षेत्रीय कार्यालय हेतु निम्नलिखित कार्य के वास्ते दिनांक 31.10.2018 के 10.00 बजे तक ई- निविदा आमंत्रित की जाती है, जिसे 31.10.2018 के 11.00 बजे खोला जायेगा।

कार्य का नाम एवम कार्य स्थान	अनुमानित लागत (₹0)	अर्नेस्ट मनी डिपॉजिट (₹0)	निविदा की कीमत (₹0)	कार्य की अवधि
Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.	Rs. 7,65,000.00	Rs.15,300.00	500/-	01.11.2018 से 31.03.2020 तक

निविदा प्रपत्र तथ अन्य विवरण वेब साइट URL <https://www.tcil-india-electronictender.com>, <http://www.gfcc.bih.nic.in> & <http://eprocure.gov.in> पर दिनांक 24.10.2018 10:00 बजे से दिनांक 31.10.2018 के 09:00 बजे तक उपलब्ध है।


23/10/18

अधिशासी अभियन्ता,

म.गं.मं-1

No. NIT13/Hq-02/2018-19/MGD-1/Lko/6186-90

Dated: 23.10.2018

प्रतिलिपि :-

1. क्षेत्रीय निदेशक, गंगा बाढ़ नियंत्रण आयोग, परिकल्प भवन, लखनऊ
2. सूचनापट, मध्य गंगा मंडल-1, केंद्रीय जल आयोग, लखनऊ
3. Web portal of TCIL www.tcil-india-electronictender.com
4. Web portal of GFCC www.gfcc.bih.nic.in
5. ई-प्रकाशन, केंद्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in/epublish/app



भारत सरकार

GOVERNMENT OF INDIA

जल संसाधन, नदी विकास एवम गंगा संरक्षण मंत्रालय

MINISTRY OF WATER RESOURCES, RD & GR

गंगा बाढ़ नियंत्रण आयोग

GANGA FLOOD CONTROL COMMISSION

E-Tender for Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.

Tender No: NIT-13/HQ-02/2018-19/MGD-1/LKO/6186-90

Dated:23/10/2018

Middle Ganga Division-I, Central Water Commission, Lucknow

Estimated cost of work	: Rs.7,65,000/-
Earnest Money	: Rs. 15,300/-
Last date for online submission of e-Tender	: 31.10.2018 upto 10:00 Hrs
Date of opening of e-Tenders	: 31.10.2018 at 11:00 Hrs

COST OF TENDER DOCUMENT: Rs. 500/-

Certified that this tender document contains 26 Pages including this page.

**EE, MGD-I, CWC, Lucknow
For Ganga Flood Control Commission
Ph : 0522-2443935**

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ई- निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधिशासी अभियंता, म.गं.मं-1, केंद्रीय जल आयोग, लखनऊ द्वारा भारत में अधिकृत / पंजीकृत सेवा प्रदाताओं से उत्तर प्रदेश राज्य में स्थित गंगा बाढ़ नियंत्रण आयोग के क्षेत्रिय कार्यालय हेतु निम्नलिखित कार्य के वास्ते दिनांक 31.10.2018 के 10.00 बजे तक ई-निविदा आमंत्रित की जाती है, जिसे 31.10.2018 के 11.00 बजे खोला जायेगा.

कार्य का नाम एवम कार्य स्थान	अनुमानित लागत (₹0)	अर्नेस्ट मनी डिपॉजिट (₹0)	निविदा की कीमत (₹0)	कार्य की अवधि
Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.	Rs. 7,65,000.00	Rs.15,300.00	500/-	01.11.2018 से 31.03.2020 तक

निविदा प्रपत्र तथ अन्य विवरण वेब साइट URL <https://www.tcil-india-electronictender.com>, <http://www.gfcc.bih.nic.in> & <http://eprocure.gov.in> पर दिनांक 24.10.2018 10:00 बजे से दिनांक 31.10.2018 के 09:00 बजे तक उपलब्ध है.

-Sd-

अधिशासी अभियंता, म.गं.मं-1,
केंद्रीय जल आयोग, लखनऊ

No. NIT13/Hq-02/2018-19/MGD-1/Lko/6186-90

Dated: 23.10.2018

प्रतिलिपि :-

1. क्षेत्रीय निदेशक, गंगा बाढ़ नियंत्रण आयोग, परिकल्प भवन, लखनऊ
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Section – I

NOTICE INVITING TENDER

For & on behalf of the President of India, Executive Engineer, MGD-I, CWC, Lucknow invites bid by e-tendering from the eligible, reputed and registered service providers for following work of Ganga Flood Control Commission:

1. Name of work	: Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.
2. Estimated Cost	: Rs. 7,65,000/= (Rupees Seven Lakh Sixty Five Thousand only).
3. Earnest Money	: Rs. 15,300 /= (Rupees Fifteen Thousand Three Hundred only).
4. Security Deposit	: 5 % of contract value of the work.
5. Performance Guarantee	: 5% of tendered and accepted value of work.
6. Contract Period	: Seventeen months.
7. Cost of Tender Document	: 500/-

E-tender notice would be available on TCIL web site URL <https://www.tcil-india-electronictender.com> Or www.gfcc.bih.nic.in Or www.eprocure.gov.in from 24.10.2018 to 31.10.2018.

Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal.

THE Director, Ganga Flood Control Commission RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.

ह0/-

अधिशसी अभियंता, म.गं.मं-1,
केंद्रीय जल आयोग, लखनऊ

No. NIT13/Hq-02/2018-19/MGD-1/Lko/6186-90

Dated: 23.10.2018

प्रतिलिपि :-

1. क्षेत्रीय निदेशक, गंगा बाढ़ नियंत्रण आयोग, परिकल्प भवन, लखनऊ
2. सूचनापट, मध्य गंगा मंडल-1, केंद्रीय जल आयोग, लखनऊ
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5. ई-प्रकाशन, केंद्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in/epublish/app

Section – II

GENERAL INSTRUCTION TO BIDDERS

- 1.0 Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.gfcc.bih.gov.in
- 2.0 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 3.0 Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 4.0 Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com> and GFCC website www.gfcc.bih.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.
- 5.0 Applicant contractor must provide demand draft for Rs 500/- (Rupees Five hundred only) in favour of **DDO GFCC Patna** obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.
- 6.0 Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

7.0 SUBMISSION OF DOCUMENTS

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

- (i) Signed and scanned copy of valid Goods and Services Tax (GST) registration certificate, PAN number and Tender Acceptance Letter.
- (ii) Signed and scanned true copy of Partnership deed, if any as per the tender document.
- (iii) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
- (iv) Letter/ certificate of experience of such vehicles in offices of Central Government or Central PSUs from concerned organization.

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

- i) Signed and scanned price schedule as per tender document

7.3 The bidder has to submit following documents in hard copy in a sealed envelope in MGD-I, CWC, Lucknow office before last date and time of submission of online bid otherwise the bid will not be considered for opening

- i) Earnest Money Deposit in original.
- ii) Demand Draft towards cost of tender document in original.
- iii) Pass Phrase for Technical & Financial bid in separate sealed envelopes.

The bidder should **not** submit any document in hard copy **other than** as listed above.

SECTION-III

ITEM RATE TENDER FOR WORKS

I/we hereby tender for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects within the specifications and instruction in writing as per General conditions of the Contract and other conditions as specified in tender document in all respects

MEMORANDUM

1. Name of work	: Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.
2. Estimated Cost	: Rs. 7,65,000/= (Rupees Seven Lakh Sixty Five Thousand only).
3. Earnest Money	: Rs. 15,300 /= (Rupees Fifteen Thousand Three Hundred only).
4. Security Deposit	: 5 % of contract value of the work.
5. Performance Guarantee	: 5% of tendered and accepted value of work.
6. Contract Period	: Seventeen months.
7. Cost of Tender Document	: 500/-

Should this tender be accepted in whole or in part, I/We hereby agree:

- i) To abide by and fulfill all the terms and provisions of the said conditions annexed here to and all the terms & provisions contained, in Notice Inviting Tender so far as applicable, and/or in default thereof to forfeit and pay GFCC the sum of Rs. 15,300 /= (Rupees Fifteen Thousand Three Hundred only) is hereby forwarded, in Cash/ Demand Draft/FDR of Scheduled Bank drawn in favour of the **DDO GFCC PATNA** payable at Patna as Earnest Money.

If, I/We fail to commence the work on the date specified in the schedule, I/We agree that the GFCC shall, without prejudice to any other right and remedy, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely otherwise the said Earnest Money shall be retained by GFCC, Patna towards security deposit of the work.

- ii) To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to orders, at the rates quoted in the tender document.

Dated the _____ day of _____ 2018

(Signature of the Tenderer with seal)

SECTION – IV

GENERAL INFORMATION FOR CONTRACTOR

3.0 GENERAL

These special conditions supplement the General Conditions of Contract and shall be considered as part of the contract document. Where these special instruction are at variance with the corresponding conditions, stipulations, specification elsewhere in the tender document these special instructions shall prevail.

3.1 LOCATION

The proposed sites of work are under jurisdiction of Regional Directorate of Ganga Flood Control Commission, Lucknow which covers all place in all part of State of Uttar Pradesh.

3.2 SITE CONDITIONS

Tenderers are advised to visit the site to acquaint themselves with the site conditions, approaches, camping facilities for their work labour forces for the execution of the work. The locations are generally related to areas prone to flood, erosion of river banks, villages, remote areas, kachha roads and other similar areas. Non-familiarity with the site conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

3.5 VEHICLE'S SECURITY

During the contract period security of vehicle provided is the responsibility of contractor. The parking space for night *may* be explored and provided if agreed by owner of office building i.e. Irrigation Department, UP, however, the responsibility of safety and security of vehicle including different parts and items inside the vehicle will be with the contractor. The contractor shall arrange watch n ward for vehicle at its own cost. The contractor shall provide fire extinguishers for fire fighting in the vehicle at his own cost.

3.6 SECURITY

The contractor shall follow all security rules as may be framed by Director, GFCC, Lucknow from time to time regarding control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measures imposed by the Engineer-in -charge or his duly authorized representative from time to time.

3.7 PAYMENT TO WORKMEN

3.7.1 The contractor shall comply with all the provisions of the Minimum Wages Act,1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws that may be brought into force from time to time. Alternate driver shall be provided by contractor to cover weekly off of regular driver. Increase in the wages due to any statutory act or by rules framed there under by the Government or by local authorities during the currency of the contract or during any valid period of extension of contract shall not be considered for any reimbursement. The tenderer is deemed to have taken this aspect in his unit rates for various items of work covered under this contract.

3.7.2 The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to the driver provided. All (Government/Departmental) notification procedure issued in this regard shall be applicable to this contract. The Engineer-in –charge may at his discretion direct contractor to provide documents to satisfy himself that minimum wages as applicable is being paid to driver.

3.8 LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC.

During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final On this account contractor shall not make any claim whatsoever against GFCC,Lucknow.

3.9 SUB CONTRACTS

The contractor shall not sublet the whole or any part of the work.

3.10 Any person who is in government service or any employee of the department is not a partner directly or indirectly, with the service provider.

SECTION –V

SPECIFICATIONS

4.1 INTRODUCTION

4.1.1 This section defines the scope of work and contractual obligations for Supply, operation and maintenance of the vehicle, required for Station and outstation duties, for Seventeen months duration on contract basis at RDoGFCC, Lucknow:

One Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for daily 10 hrs. at any time during the day (Normal Timings 09:00 hrs. to 19:00 hrs.)

The make of the vehicle should be of the year 2017 or later and it should be registered as a commercial vehicle within the state of Uttar Pradesh.

4.1.2 The contractor shall offer the vehicle for inspection and approval to the satisfaction of the Engineer-in-charge of the work or his authorized representative one week in advance and only that vehicle, accepted by the Engineer-In-Charge, will be deployed for the operation in the project. In case of a substitute vehicle, same shall also be offered for inspection and acceptance by the Engineer-In-Charge before put to operation.

4.1.3 The contractor shall ensure that the vehicle(s) are in accordance with the prevailing traffic regulations act including prescribed speed limit, excellent outlook and interior in all respect and cleanliness etc. at all times. The vehicle should meet the requirement of running on high speed expressways and will have important safety features such as Anti-Lock braking system, EBS, airbags etc.

4.2 OPERATION OF VEHICLES

4.2.1 The contractor will provide sufficient set of uniform to driver and driver shall be in neat uniform, well dressed at all times while on office duty. The driver shall not be the smoker or consumer of pan, pan masala, gutakha, khaini or any other similar item. He shall not consume pan, pan masala, gutakha, khaini or any other similar item or smoke cigarette, bidi etc. He will maintain cleanliness inside and outside of the vehicle all the time.

4.2.2 The vehicle shall run as per the schedule of the trips/timings, route and as directed by the Engineer-in-charge of the work from time to time.

4.2.3 The vehicle shall be in good running conditions through-out the contract period. The duration of local duties at sites and outside trips etc. shall be as per the instructions issued by the Engineer-in-charge of work.

4.2.4 Depending on the requirement, the vehicle can be used for additional hours for which payment shall be made at the agreed rates.

4.2.5 The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper condition as required by the Motor Vehicle Act, 1988 and the rules framed there under.

4.2.6 In addition to operation of the approved vehicle in Uttar Pradesh as per time schedule, trips and routes and as directed by the Engineer-in-charge of the works, the vehicles may be sent to anywhere in India on requirement, for which, any tax payable shall be borne by the Department on production of proper and valid proof of payment of any such tax.

4.2.7 Written permission shall be obtained from the Engineer-In-charge of the works before it is sent for repairs/ servicing etc.

4.2.8 Periodic maintenance/ servicing/ checks shall be carried out on each vehicle once in a month for which contractor shall submit a month's schedule for the approval of the Engineer-In-Charge and accordingly vehicle will be released for periodic maintenance, servicing etc. once in a month per vehicle. The cost of maintenance/ servicing/ checks shall be borne by contractor.

4.3 INDEMNIFICATION

4.3.1 The contractor shall indemnify the GFCC against any claims arising out of operation of this services for the GFCC, Lucknow. For this purpose the contractor shall comply with and ensure compliance of all the provisions of the Motor Vehicle Act, 1988 and Rules there under and the relevant labour and other laws applicable for such services.

4.3.2 The contractor shall compensate and make good all damages or loss of property or personnel injury to the passengers or to any other third party as a result of road accidents or on account of whatsoever cause while operating these vehicles.

4.3.3 All expenses of running the vehicle(s) which inter-alia includes Road Tax, Insurance premium, repairing charges, cost of replacing spare parts, tubes, tyres, batteries, fuel (other than diesel) and lubricants, salary

- to staff and other benefits payable to them and all other incidental charges including compensation and damages for any mishap of any kind whatsoever, shall be borne by the contractor. The contractor shall indemnify the GFCC for any liability which may arise on account of any accident or other reasons.
- 4.4 The contractor shall ensure that the drivers engaged by him to drive the vehicle, fulfill and fully comply with the requirement of the Motor Vehicle Act, 1988 and other statutory provisions.
 - 4.5 If the driver is found unfit to drive the vehicle(s) on account of drunkenness, violation of any of the provisions of this tender or for any other act of misconduct on his part, Engineer-in-charge will have full power to refuse the driver's permission to drive the vehicle and in that event, alternate arrangement at the risk and expense of the contractor shall be made. Expenditure so incurred in employing other driver for the trip, will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness or otherwise, contractor will arrange another driver immediately.
 - 4.6 In the event of any dispute or differences arising out of this contract, the same shall be referred to the sole arbitration of the Member, GFCC, Patna whose decision shall be final and binding.
 - 4.7 The contractor and his staff shall not allow any person other than employees authorized by the Engineer-in-charge to travel in the vehicle(s).
 - 4.8 The contractor shall be required to obtain contract carriage permit and produce all original documents such as Registration, Road Tax and Insurance etc. to Engineer-in-charge of works for verifications.
 - 4.9 Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.
 - 4.10 It must be ensured that the vehicles are not emitting excessive/ harmful pollutants into the atmosphere and are within the permissible limits. Vehicle shall obtain "Pollution Under Control (PUC) certificate" from the authorized agencies.

Sd/-
Director
GFCC, Lucknow
For and on behalf of The President of India

SECTION – VI

TERMS AND CONDITIONS FOR HIRING OF VEHICLES

- 5.1 Requirements of vehicle of following specification:
Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.
- 5.2 This contract will be valid for Seventeen months as per the condition of work order and may be extended for further period with the mutual agreement of the contractor and the department **or reduced by the department at its own.**
- 5.3 The contractor will report and put the above stated vehicle in service to the Engineer-in-Charge tentatively **within 2 weeks of opening of tender which may be increased or decreased by the department.**
- 5.4.1 The make of the vehicle should be of the year 2017 or later and it should be registered within the state as a commercial vehicle.
- 5.4.2 The road worthiness of the vehicle provided is to be ensured at all times by the successful tenderer, including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
- 5.4.3 The contractor shall have **at least one year experience of operation of such vehicles in offices of Central Government or Central PSUs** on date of floating of this tender. Letter/ certificate in this regard from concerned organization should be submitted during bidding.
- 5.4.4 The vehicles provided will be kept in neat and clean condition with good upholstery and regularly polished exterior. The contractor will provide clean towel on seats, foot mats, fresheners etc. in the vehicle to the satisfaction of Engineer-in-charge. They should also be in perfect running condition. The successful tenderer shall be required to produce the vehicle with the driver in the premises of the office of Regional Director of GFCC, Lucknow for physical inspection before the signing of contract.
- 5.5.1 The successful tenderer will be required to furnish certified copies of RC Book, Insurance Policy of the vehicle being supplied, Permanent Account Number (PAN) of the concern, photograph of the drivers along with their permanent and present address, copies of the driving license of the drivers to the Engineer in Charge on or before the date of formal signing of the contract.
- 5.5.2 It shall be the responsibility of the successful tenderer to ensure that the drivers are qualified, experienced and are able to read and write Hindi, and basic understanding of English language also. The driver of the vehicle provided must possess valid driving license and follow all traffic rules/regulations and any consequences of the failure to do so shall be the responsibility of the successful tenderer alone. The GFCC will have no direct or indirect liability arising out of negligence/rash driving and any loss caused to the persons or property inside or outside of the vehicle. GFCC will have to be suitably compensated for by the successful tenderer.
- 5.6 TERMS OF PAYMENTS
- 5.6.1 The vehicle will be hired on calendar month basis. The rate should be quoted for **1500 kms on a monthly basis** (reckoned from the time of reporting to the time of release daily). The vehicle must be available at any time of any day for **10 hrs** as directed by the Engineer-in-Charge.
- 5.6.2 Charges for extra hour and night charges should be quoted separately.
- 5.6.3 The hiring charges shall be on the basis of zero based mileage, starting/ending from office premises or at the place where the vehicle is directed to report or is released.
- 5.6.4 A daily record indicating time and mileage for a vehicle on duty shall be maintained in a log book as per the proforma approved by the GFCC, Lucknow with the successful tenderer. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, he shall submit the same to Administrative Officer authorized by Director for signature. Failure to do so would result in deduction from bill @ Rs.10/- per km for the distance travelled. The log book shall be made available for periodic inspection to the Engineer-in-Charge or GFCC, Lucknow. Erasures and over writings in the log book will not be taken into account unless countersigned by the authorized officer nominated by the GFCC, Lucknow.
- 5.6.5 The GFCC, Lucknow will pay only charges as per contract and its liability shall be limited to this value alone, subject to provisions of clause (5.22) below. No separate payment will be made for driver's salary

- or any other incidental expenditure such as repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the successful tenderer.
- 5.6.6 The billing will be on a monthly basis (or on proportionate basis for part of the month) and the bills in triplicate shall be submitted on a working day to the GFCC, Lucknow latest by the 15th of succeeding month. Photocopy of log book duly attested by the Engineer-in-Charge must be submitted along with the bill.
- 5.6.7 Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the GFCC, from every payment made under this contract.
- 5.6.8 5 % of the gross amount of every bill will be recovered as Security deposit till the amount so deducted and EMD amounts to the Security Deposit as mentioned in NIT. Security Deposit will be refunded within three (3) months from the date of issue of completion certificate of work or after settlement of final bill.
- 5.6.9 The final bill will be accepted ONLY after submission of the following supporting documents in original:
- i) Completion Certificate issued by GFCC, Lucknow.
 - ii) Driver payment certificate.
- 5.6.10 The GFCC, Lucknow will reimburse Goods and Services Tax (GST) on hiring charges on actual basis. The successful tenderer will be required to provide proof of valid Goods and Services Tax (GST) registration on or before the date of signing of the contract. In addition to the above, parking charges and toll tax, shall also be reimbursable over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.
- 5.6.11 **Any unutilized mileage (Km) of vehicle in the respective month will be carried forward to the succeeding month and will be set off against excess mileage of the succeeding months.** The bills will be submitted accordingly by the successful tenderer.
- 5.7 If the condition of the vehicle is not found satisfactory, or in case of a breakdown, the successful tenderer shall be required to send a replacement of equivalent or better make vehicle immediately. If no replacement is provided in time, the GFCC, Lucknow shall have the right to hire a vehicle from elsewhere and the cost incurred towards such hire charges will be deducted from the bill of the successful tenderer in the succeeding month.
- 5.8 In the circumstances mentioned above, even if no vehicle is hired by the GFCC, Lucknow from the market, the GFCC, Lucknow shall deduct proportionate hire charges from the bill of the successful tenderer from the succeeding month. Even a part of the day will be reckoned as one full day for the purpose of this deduction.
- 5.9 A penalty of 500/- per day may be levied upon the successful tenderer if vehicle fails to meet the terms and conditions prescribed herein on any day or driver fails to report and no replacement of driver provided by contractor. Such penalty will be deducted from the bill of the successful tenderer for the relevant month. This penalty would be in addition to the charges deductible for the defaults mentioned in para 5.7 above.
- 5.10 The successful tenderer will **ensure that the drivers will have a mobile phone in working condition, for which, no separate payment will be made by the GFCC, Lucknow.** The successful tenderer shall also furnish adequate land line/ mobile phone numbers for establishing contact round the clock.
- 5.11 The driver should be courteous, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful tenderer to the drivers after verifying their antecedents. If the driver is found unsatisfactory in any respect as declared by the GFCC, Lucknow, the successful tenderer will have to change the driver immediately.
- 5.12 In exceptional circumstances or unless specifically requested by the GFCC, Lucknow, once the hiring of vehicle commences, the successful tenderer shall not change the dedicated vehicle or the driver.
- 5.13 The drivers shall be duty bound to carry out the instructions of the GFCC, Lucknow or officers to whom the vehicles are assigned by the GFCC, Lucknow.
- 5.14 The contractor shall submit performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within seven days of issue of letter of intent. This period can be further extended by the GFCC, Lucknow upto a maximum period of seven days on written request of the contractor stating the reasons for delay, to the satisfaction of the GFCC, Lucknow. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any Schedule Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs. 1,00,000/-) or Government Securities or fixed deposit receipt or guarantee bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.

- 5.15 The vehicle is proposed to be hired for an initial period of Seventeen months from the date stated in the contract, unless terminated earlier under the circumstances mentioned in the contract document. There will be an option for extending the contract for a further period of six months at the sole discretion of the GFCC, Lucknow.
- 5.16 The GFCC, Lucknow has an option to cancel the contract by giving notice of 10 days in writing without any compensation to the successful tenderer.
- 5.17 In the event of such pre-mature termination of the contract at the instance of the successful tenderer, it will result in forfeiture/encashment of the Performance Guarantee.
- 5.18 The GFCC, Lucknow shall not be responsible for the theft of vehicle/parts/accessories while the vehicle is on duty. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful tenderer.
- 5.19 The successful tenderer shall be required to sign the contract with the GFCC, Lucknow before the date mentioned in para 5.3 above. The supply of the vehicle shall commence from the date specified in para 5.3 above. The aforesaid dates may be modified / extended at the sole discretion of the GFCC, Lucknow.
- 5.20 Any change in the ownership of the vehicle or change in the constitution of the concern shall be notified in writing to the GFCC, Lucknow immediately. It will be GFCC, Lucknow to either continue/renege the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited/encashed.
- 5.21 All the above conditions will be enforced, unless written order of the GFCC, Lucknow is obtained relaxing any specific condition.

5.22 ESCALATION

No escalation is applicable in this contract except the following:

- 5.22.1 In the event of increase or decrease in the existing rate of Diesel charged by Public sector oil companies (on the date of signing of contract at Lucknow) by more than Rs.2/- per liter at a time, a corresponding increase or decrease will be allowed in the monthly charges by reckoning the mileage of the vehicle at 12 kms per liter.
(The price of fuel from retail out let at Lucknow on tender Opening date shall be taken as the base price for considering the increase in cost of fuel).
- 5.22.2 Any increase in-between the contract period on road tax, passenger tax, SRT, TP, route permit for plying these vehicles for GFCC, Lucknow, the difference will not be reimbursable.

5.23 TERMINATION OF CONTRACT

- 5.23.1 GFCC, Lucknow reserves the right to cancel the contract at any moment without assigning any reason thereof, in such event the GFCC, Lucknow may forfeit the Performance Guarantee and Security Deposit. Also if the contractor fails to carry out the work satisfactorily under this contract, the GFCC, Lucknow may at his discretion, get the work done by another party or parties at contractor's risk and cost, without prejudice to the government's right under terms and conditions of this contract and any extra expenditure involved in this regard, shall be recovered from contractor but the contractor shall not however be entitled to any saving on this account.
- 5.23.2 GFCC, Lucknow reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the Director in this regard shall be final and binding on the contractor.
- 5.23.3 The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship between the department and the personnel deployed by the service provider.

5.24 ARBITRATION

The Sub Section "Arbitration and laws etc." of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms & conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at to the sole arbitration of the Member, GFCC in respect of the contracts entered for and on behalf of the President of India.

The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Member, GFCC as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

5.25 SUB CONTRACTS

5.25.1 Sub-contracting of the whole or any party of work is not permissible.

5.25.2 The vehicles should be registered in the name of the contractor/ firm/ his proprietor/ partner or exclusively attached to firm only.

5.25.3 The substitute vehicle, if any will be accepted after inspection of the same by Engineer-In-Charge of works or his authorized representative.

Sd/-
Director,
GFCC,
For and on behalf of The President of India

SECTION – VII
KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	EE, MGD-1 lucknow for Director, Regional Directorate of GFCC, Lucknow.
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
3	Addressee and address at which documents are to be submitted in hard copy	Office of Regional Directorate of Ganga Flood Control Commission, Room No.101, First Floor, Dr. RML Parikalp Bhawan, Telibagh, Lucknow-226025
4	Job requirement	Supply, operation & maintenance of one Diesel vehicle (Toyota Innova/ Tata Hexa or Equivalent) along with driver and fuel for 17 months upto March 2020 for office of Director, Regional Directorate of GFCC, Lucknow.
5	Language(s) in which items to be printed	English
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 24.10.2018 10:00 hrs to 31.10.2018 upto 09:00 hrs from TCIL's e-Tendering portal with URL https://www.tcil-india-electronictender.com or www.gfcc.bih.gov.in Or www.eprocure.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://www.tcil-india-electronictender.com
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank payable to the DDO GFCC Patna, payable at Patna.
9	Last date & Time for submission of Bids online	31.10.2018 (10:00 hrs)
10.	Earnest Money Deposit amount payable	Rs. 15,300/-
11.	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 11.00 hours on 31.10.2018, Interested bidder or their representative not more than 1 or 2 per bidder may be present

		in the office of GFCC, Lucknow.
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 7 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and the acceptance would be treated as null and void.
13	Security Deposit	5 % of the billed amount would be deducted every month towards security deposit until the security deposit reaches an amount equal to 5% of the tendered and accepted value of the work. Earnest money would be adjusted towards security deposit of the successful tenderer.

SECTION – VIII
FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "The government") having offered to accept the terms and conditions of the proposed agreement between GFCC, Lucknow and _____ [hereinafter called the said contractor(s)*] for the work Supply, operation and maintenance of one Nos. of diesel vehicle (Innova/ Scorpio or equivalent) along with driver and fuel for Seventeen months duration on contract basis to GFCC,LUCKNOW (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (Indicate the name of the Bank)(hereinafter referred to as the Bank) hereby undertake to pay to the government on amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.
2. We _____ (indicate the name of the Bank)do hereby under take to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.
The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of Bank)further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank)further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution ofthe Bank or the contractor(s).
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____

(Indicating the name of Bank).

SECTION – IX

Tender No: ----- **Dt.** -----

SCHEDULE OF QUANTITIES AND RATES

PART-1

Technical Information and undertakings

1. Name of the Tenderer/Concern: _____
 2. Address (with Tel. & Mob. No.): _____

 3. Address and telephone number of Garage at Lucknow, if any:

 4. Nature of the concern : _____
(i.e.Sole Proprietor or Partnership firm or a Company.)
 5. PAN Number of Tenderer/Concern: _____
 6. Goods and Services Tax (GST) Registration Certificate of Tenderer/Concern:

 7. Demand draft No. _____ Dated _____ from bank name _____
_____ Amounting to Rs. 15,300/- as Earnest Money Deposit.
- OR
- In case of Earnest Money Deposit being deposited in cash the Cash receipt number _____
dated _____ issued and duly signed by the DDO,GFCC.
8. Whether each page of NIT and its Annexure have been signed and stamped. YES/NO
 9. Whether experience letter/ certificate has been attached. YES/NO
 10. Contact Address of the firm etc. at Lucknow, if any : _____

 11. Any other information important in the opinion of the tenderer : _____

Date :

(Dated Signature of Tenderer)

Place :

(With stamps of the firm)

UNDERTAKING

1. I/We undertake that I/we have carefully studied all the Specifications, terms and conditions, general information's and other conditions specified in the tender document and understood the parameters of the proposed work of the GFCC, Lucknow and shall abide by them.
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:

Place :

(Signature of Tenderer)

(With stamp of the firm)

PART-2

With reference to the tender ----- Dt. -----, I hereby submit the following rates for hiring of vehicle by the GFCC, Lucknow.

Period: Seventeen months.

Item No.	Description of Item	Unit	No.	Rate (per month)	Amount for one(1) month (Rs.)
				In Figure (In Words)	
1	2	3	4	6	7
1.	Supply, operation and maintenance of Vehicle along with driver and fuel.	Per vehicle per month	1	----- (.....)	
2.	Rate per km for vehicle over and above 1500 kms.	per km	300	----- (.....)	
3.	Night halt charges (Time exceeding 23:00 hrs upto 05:00 hrs)	Per night	7	----- (.....)	
4.	Overtime charges for the driver (if service exceeds 10 hrs in a day)	Per hour	25	----- (.....)	
Grand Total = Rs.					

(Total in words:)

- Note :-**
1. In case, fuel rate changes, the increased/ decreased cost of fuel will be reimbursed/ recovered to the contractor for the actual KM run taking an average of 12 Kms per liter fuel as defined in the escalation clause of this contract.
 2. **Bids will be Evaluated assuming 300 km excess running, 7 night halts and 25 hours of overtime in a month. The above formula is solely for the purpose of evaluation of bids. However, the payment will be made for item no.1 and as per actual excess running, night halts and overtime durations.**
 3. All the above rates are inclusive of all maintenance, servicing, oil lubricants, cost of spares, salary & other benefits to the driver deployed, charges towards Road Tax/SRT/TP, Insurance and other statutory levies as applicable to all parties concerned agencies.
 4. **All the above rates are exclusive of GOODS AND SERVICES TAX (GST).**

I/We agree to execute the above work in accordance with the work description and terms & conditions mentioned in NIT no..... Dated

Place-	Signature of Contractor-
Date-	Address-
	Stamp

SECTION –X

Special instructions to Bidders by TCIL for e-Tendering

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Ganga Flood Control Commission** has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Ganga Flood Control Commission (Optional)

View response to queries posted by Ganga Flood Control Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Ganga Flood Control Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Buyer Organization Name Contact	
Ganga Flood Control Commission Contact Person	
Telephone/Mobile	Telephone/Mobile : 0522-2322181, Mob No. 9889125070, [between 10:00 hrs to 17:00 hrs on working days]
E-mail Id	E-mail Id : eemgd1-cwc@gov.in

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations)

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE Event

(TOE)’, including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note : It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE :

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)