

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Water Resources River Development And Ganga Rejuvenation
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Central Water Commission (cwc)
Office Name/कार्यालय का नाम	O/o Chief Engineer, B&bbo, Cwc Shillong, Ner
Item Category/मद केटेगरी	Custom Bid for Services - Custom Bid for Services Detailed Topographical Survey for Reservoir Area Command Area and Canal Alignment Survey for Zero Point Five Meter Contour of Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aeria..
Contract Period/अनुबंध अवधि	3 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	456 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Estimated Bid Value/अनुमानित बिड मूल्य	11399253
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	341978

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

EXECUTIVE ENGINEER

O/o EXECUTIVE ENGINEER, NEID-III, CENTRAL WATER COMMISSION, ITANAGAR, ARUNACHAL PRADESH
(Executive Engineer, Central Water Commission, Itanagar)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MI Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated

cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1707725367.pdf](#)

Instruction To Bidder:[1707725375.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1707725382.pdf](#)

Scope of Work:[1707725388.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1707725396.pdf](#)

Service Level Agreement (SLA):[1707725400.pdf](#)

Payment Terms:[1707725404.pdf](#)

Penalties:[1707725412.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1707725423.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1707725432.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1707725441.pdf](#)

GEM Availability Report (GAR):[1707725458.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1707725518.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1707725524.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1707725533.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
21-02-2024 16:00:00	There will be pre-bid meeting through online platform. Intended bidders are requested to submit their queries latest by 20-02-2024 (4 PM) through e-mail (eeneid3-cwc@gov.in).

Custom Bid For Services - Custom Bid For Services Detailed Topographical Survey For Reservoir Area Command Area And Canal Alignment Survey For Zero Point Five Meter Contour Of Buroi Irrigation Project In Biswanath District Of Assam By Unmanned Aeria.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Custom Bid for Services Detailed Topographical Survey for Reservoir Area Command Area and Canal Alignment Survey for Zero Point Five Meter Contour of Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aerial Vehicle
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashish Kumar	791111, O/o Executive Engineer, Chimpu, Itanagar, Pox no. 144	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

EXECUTIVE ENGINEER, CENTRAL WATER COMMISSION
payable at
ITANAGAR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

EXECUTIVE ENGINEER, CENTRAL WATER COMMISSION
payable at
ITANAGAR

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

EXECUTIVE ENGINEER
Account No.
10940252488
IFSC Code
SBIN0006091
Bank Name
STATE BANK OF INDIA
Branch address
ITANAGAR

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

7. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 4 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

10. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Tender for Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.

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12. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

13. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

14. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

15. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

16. **Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

17. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

18. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

19. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be

considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

20. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

EXECUTIVE ENGINEER, CENTRAL WATER COMMISSION
payable at
ITANAGAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

21. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

NAME OF L-1 BIDDER COMPANY

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

22. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

EXECUTIVE ENGINEER
Account No.
10940252488
IFSC Code
SBIN0006091
Bank Name
STATE BANK OF INDIA
Branch address
ITANAGAR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

23. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



भारत सरकार
Government of India
जल शक्ति मंत्रालय
Ministry of Jal Shakti
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग
Dept. of Water Resources, RD & GR



केंद्रीय जल आयोग
Central Water Commission

**BID DOCUMENT
FOR**

Tender for Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.

Certified that this tender document contains 115 Pages

**OFFICER INVITING THE BID
Executive Engineer, NEID-III, CWC
Chimpu, Itanagar, Arunachal Pradesh – 791111**

Government e-Procurement System https:// gem.gov.in			
TENDER INPUT FORM			
(A) Basic Details:			
Sl.No	Item	Description	
1.	Tender Reference No.		
2.	Tender Type	Open	
3.	Form of Contract	Item Rate contract	
4.	No. of Covers	2 (Two Covers)	
5.	Allow Resubmission	No	
6.	Allow Withdrawal	No	
7.	Allow Offline Submission	No	
8.	Payment Mode	Offline / Online through Bharat Kosh / PFMS	
9(a)	If Offline:	Instrument: SS-Small Savings Instrument BG-Bank Guarantee BC-Bankers Cheque DD-Demand Draft	
(B) Cover Details:			
	No. of Covers	Cover Type	Content
1.	Single Cover	Not Applicable	
2.	Two Covers	(a) Technical (b) Financial	Technical Bid in one cover and Financial Bid in second cover
3.	3 Covers	Not Applicable	
4.	4 Covers	Not Applicable	
(C) NIT Document (only .jpg and .pdf files are supported):			
Sl.No	File Name		Type
1.	“Tender for Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey of Buroi Irrigation Project in Biswanath Chariali District of Assam by Unmanned Aerial Vehicle (UAV).”		.pdf
(D) Work Item Details:			
Sl.No	Item	Description	
2.	Work Item Title	Tender for Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.	
3.	Work Description	As per the scope of work mentioned in the tender document	
4.	Pre qual. Details	As per the Notice Inviting Tender (NIT)	
5.	Product/Work Category	Similar works means works related to Topographical	

Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour) of Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aerial Vehicle (UAV)

		survey by Unmanned Aerial Vehicle (UAV) / Drone / Satellite imageries/ Equivalent Technology, etc.
6.	Product Sub Category	Topographical Survey by drone
7.	Contract Type	Item Rate Contract
8.	Tender Value	₹ 1,13,99,253.00 (<i>Rupees one crore thirteen lakh ninety nine thousand two hundred and fifty three only including all taxes</i>).
9.	Bid Validity days. If other, specify	180 days
10.	Completion Periods in months	180 days from the issue of letter of commencement/work order
11.	Location (Work/service/items)	Buroi Irrigation Project in Biswanath Chariali District of Assam by Unmanned Aerial Vehicle (UAV)
12.	Pin Code	784170
13.	Pre-Bid Meeting*	Yes
14.	If Pre-Bid Meeting is Yes	Online Meeting Google Meet Link (To be provided through e-mail)
15.	Pre-Bid Meeting Place	O/o Executive Engineer, NEID-III, CWC, Chimpu, Itanagar, Arunachal Pradesh - 791111
16.	Pre-Bid Meeting Address	O/o Executive Engineer, NEID-III, CWC, Chimpu, Itanagar, Arunachal Pradesh - 791111
17.	Bid Opening Place	Office of the Executive Engineer, NEID-III, CWC, Chimpu, Itanagar, Arunachal Pradesh - 791111
18.	Inviting Officer	Executive Engineer, NEID-III, CWC, Chimpu, Itanagar, Arunachal Pradesh - 791111
19.	Inviting Officers Address Phone/email:	Office of the Executive Engineer, NEID-III, CWC, Chimpu, Itanagar, Arunachal Pradesh – 791111 e-mail: eeneid3-cwc@gov.in
20. Fee Details:		
	Tender Charges: Tender Fee	As per GeM policy
21.	Processing Fee	As per GeM policy
22.	Surcharges	As per GeM policy
23.	Other Charges	As per GeM policy
24.	EMD Fee	₹ 341978 (3% of estimated cost) exempted for MSE registered vendors for similar type of services. The bidder shall require to submit EMD fee in one of the following modalities: 1. Insurance Surety Bonds or 2. Account Payee Demand Draft or 3. Fixed Deposit Receipt or 4. Banker's Cheque or 5. Online Payment in an acceptance form safeguarding the Procuring Entity's interest or

		6. Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in this Tender Document/ GeM policy.	
25.	EMD Exemption Allowed	Exempted for MSE registered vendors. (Shall be registered with MSE for similar type of services)	
26.	If EMD Exemption Allowed is Partial, EMD Exemption Percentage%	As per GeM policy	
27.	PBG	<p>The successful bidder shall require to submit a PBG of 10 % of the contract value in one of the following forms :</p> <ol style="list-style-type: none">1. Insurance Surety Bonds or2. Account Payee Demand Draft or3. Deposit Receipt from any Commercial Bank in India or4. Online Payment in an acceptable form safeguarding the Procuring Entity’s interest or5. Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in this Tender Document/ GeM policy. <p>In case, the contractor fails to provide satisfactory services during the term of contract, the PBG submitted by the firms will be forfeited without prejudice to other remedies. No interest will be payable by the purchaser on the performance security. PBG should be valid for a minimum period of 18 months from the date of Acceptance.</p>	
(E) Critical Dates:			
		Date (DD/MM/YYYY)	Time (Hrs.)
1.	Publishing Date	12/02/2024	10.00
2.	Document Availability Start Date	12/02/2024	12.00
3.	Seek Clarification Start Date		
4.	Seek Clarification End Date		
5.	Pre-Bid Meeting Date	21/02/2024	12.00
6.	Bid Submission Start Date	12/02/2024	12.00
7.	Bid Submission End Date	26/02/2024	12.00
8.	Bid Opening Date	26/02/2024	14.00
(F) Bid Openers Selection:			
	Name/Description	Email ID	
B01	EE, NEID-III, CWC, Itanagar	eeneid3-cwc@gov.in	
B02	SDE, NEID-III, CWC, Itanagar	eeneid3-cwc@gov.in	
B03	AAO, NEID-III, CWC, Itanagar	eeneid3-cwc@gov.in	

(G) Uploading the Tender documents; (only pdf, jpg, xls & rar Files allowed)		
	Item	Contents (in pdf form)
1.	Registration Documents	Scanned copy of registration certificate of firm as per the eligibility criteria.
2.	Statutory Documents	Scanned copy of PAN CARD, and GST Registration Certificate of the firm.
3.	Experience	<ul style="list-style-type: none"> • Signed and scanned copy of experience certificates of similar works. • 50 % relaxation to MSME shall be given in the past turnover / experience criteria.
4.	Another Document	a) Undertaking of No Blacklisting Certificate & about any Litigation against the firm (Compulsory) b) Certificate of bank non solvency, liquidation and non-bankruptcy c) Certificate of not having court cases, court receivership. d) Integrity Certificate (As per Buyer's format)
5.	Income Tax/ Turnover Related	Signed and scanned copies of ITR and audited balance sheet of Last Three FY. If ITR of FY 2022-23 is not available, undertaking of the same / CA certificate shall be enclosed.
6.	Acceptance Letter	Signed and scanned Technical Bid acceptance letter as per the Annexure-V.
7.	Technical Bid Check List	Duly filled up, Signed & Scanned Copy is to be attached as per the Annexure-II.
8.	Financial Bid	As per the BOQ attached. (in .xls format)

Date of Updation:

Seal of the Office of the Tender Inviting Authority

INFORMATION TO THE BIDDERS

PROJECT BACKGROUND

Buroi Irrigation Project is a Medium Irrigation scheme located in Biswanath District of Assam State under Gohpur Civil Sub-Division on the River Buroi. Biswanath district is surrounded by Arunachal Pradesh in North, Brahmaputra River in the south Lakhimpur district in east and Sonitpur district in West. The total catchment area which contributes in the Buroi River flow is 523.15 sq. km. The scheme will basically facilitate water requirement of command pertaining to Irrigation and Domestic uses. The project envisages construction of a diversion structure (Barrage) on Buroi River to facilitate assured Irrigation to the proposed command area. Complete command area of the project lies on the left bank of Buroi River. Tentative Gross Command Area (GCA) under this scheme has been worked out as 11634.00 ha and Culturable Command Area (CCA) is 8830 Ha which falls under Biswanath district of the Assam. There is no irrigation project in the proposed command area.

Project Features:

Salient Features of Buroi Irrigation Project, Assam				
1.	Name of Project	Buroi Irrigation Project		
2.	Name of State	Assam		
3.	Name of District	Biswanath		
4.	Name of Civil Sub-Division	Gohpur		
5.	Type of Project	Irrigation		
6.	Type of storage structure	Barrage		
7.	River Basin			
	(a) Name	Brahmaputra		
	(b) Located in	Assam (India)		
8.	River/Tributary	Buroi		
9.	Sate /District/Taluka or Tehsils in which following are located-	State	District	Block
	(a) Reservoir	Assam	Biswanath	Gohpur
	(b) Headwork	Assam	Biswanath	Gohpur
	(c) Command area	Assam	Biswanath	Gohpur
10.	Name of the village near the Head works	Karibil Kachari Gaon		
11.	Location of Head works			
	(a) Latitude	26°55'44" N		
	(b) Longitude	93°24'33" E		
	(c) Earthquake Zone	Zone V		
	Project Area reference to	83 F/5, 83 F/9		
12.	Access to the project			
	(a) Airport (from Project Site)	Tezpur Airport (120 km)		
		Lilabari Airport - Lakhimpur (130 km)		
		Guwahati Airport (320 km)		
		Donyi Polo Airport, Itanagar (45 km)		
	(b) Rail Head	Helem (10 km far from Head Works Site)		
	(c) Road Head	NH 15 (12 km far from Head Works site)		
13.	International/interstate aspects of the project	NA		

Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour) of Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aerial Vehicle (UAV)

14	Irrigation	By Gravity flow		
	(a) Gross Command Area	11634.06 Ha (Tentative)		
	(b) Culturable Command Area	8830 Ha (Tentative)		
	(c) Gross Irrigated Area	13686.50 Ha (Tentative)		
	(d) Intensity of Irrigation (GIA/CCA x 100 %)	155 %		
	(e) District Benefited	Biswanath, Assam		
15	Water Supply			
	Domestic			
	(a) Names of towns/villages served	Biswanath district		
	(b) Size of projected population to be served	74,970		
	(c) Quantum of water made available	7.49 million liters per day (MLD)		
	(d) Quantum of water per capita	100 liters per Capita per day (LPCD)		
16.	Hydrology			
i.	Catchment Area	523.15 km ² (SRTM 30 m x 30 m)		
	- Rainfed	523.15 km ²		
	- Snow fed	NA		
ii.	Catchment Rainfall			
		Rainfall (Weighted mm)		Snowfall (mm)
		Annual	Monsoon (May to Oct.)	Annual
	(a) Average (mm)	2309.72	1960.91	NA
	(b) Maximum (mm)	3133.32	2648.96	NA
	(c) Minimum (mm)	1273.54	1082.78	NA
iii.	Command Rainfall			
	(a) Average (mm)	1844.43		
	(b) Maximum (mm)	2430.15		
	(c) Minimum (mm)	1276.40		
	(d) ETo (mm)	1239.70		
iv.	Annual Yield at proposed site (MCM)			
	(a) Maximum (MCM)	1317.33		

Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour) of
Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aerial Vehicle (UAV)

	(b) Minimum (MCM)	230.72
	(c) 75% Dependable (MCM)	601.74
v.	Proposed utilization by the project	
	(a) Irrigation (MCM)	123.268
	(b) Domestic (MCM)	1.21

Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour) of Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aerial Vehicle (UAV)

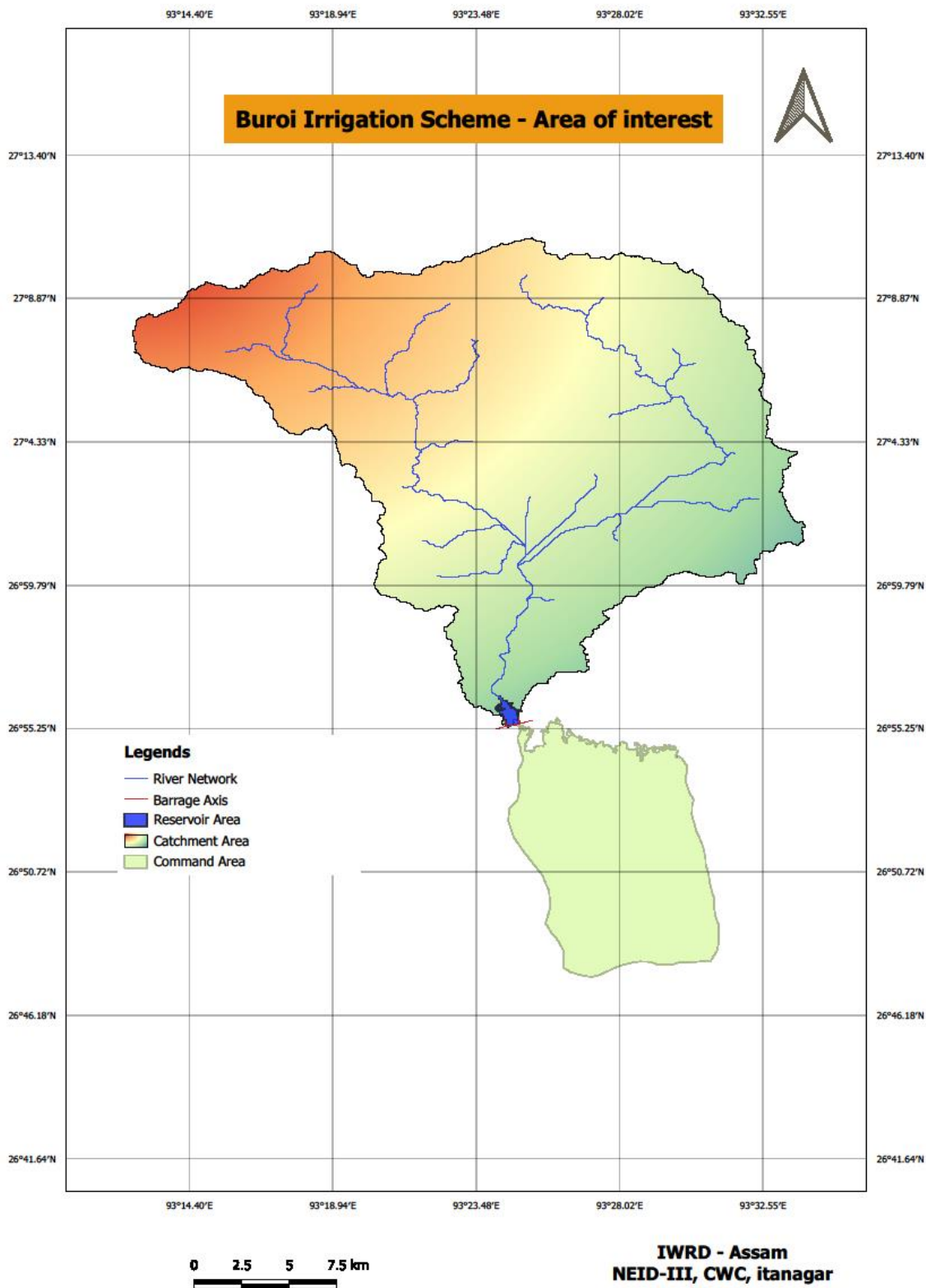


Figure-1: Proposed Survey Areas (Reservoir & Command Area)

OBJECTIVE OF THE WORK

The main objective of the proposed work is to carry out the Detailed Strip, Reservoir Area, Command Area and Canal Alignment Survey of Buroi Irrigation Project in Biswanath Chariali District of Assam using a combination of DGPS, LiDAR, and Drone/ Unmanned Aerial Vehicle (UAV)/ Equivalent technology and echo-sounder system, including establishment of permanent Bench Mark, etc. all complete.

SCOPE OF WORK AND DELIVERABLES

The scope of work includes **topographical Survey of Buroi Irrigation Project barrage including reservoir area survey, Command Area Survey, strip survey, canal alignment, L section and cross sections of river and transfer of bench mark** etc. which is required for preparation of Detailed Project Report of Buroi Irrigation Project. All the works shall be carried out in accordance with the detailed specification mentioned below. In case, the specifications of any work are not given herein, the work shall be carried out in all respect in accordance with I.S. specifications, Guidelines issued by CWC regarding for preparation of DPR of Irrigation Projects and the directed by Engineer-in-Charge from time to time. These specifications shall be read and understood along with the conditions of the contract. The envisaged quantum of work at each project site can be increased or decreased as and when the work proceeds.

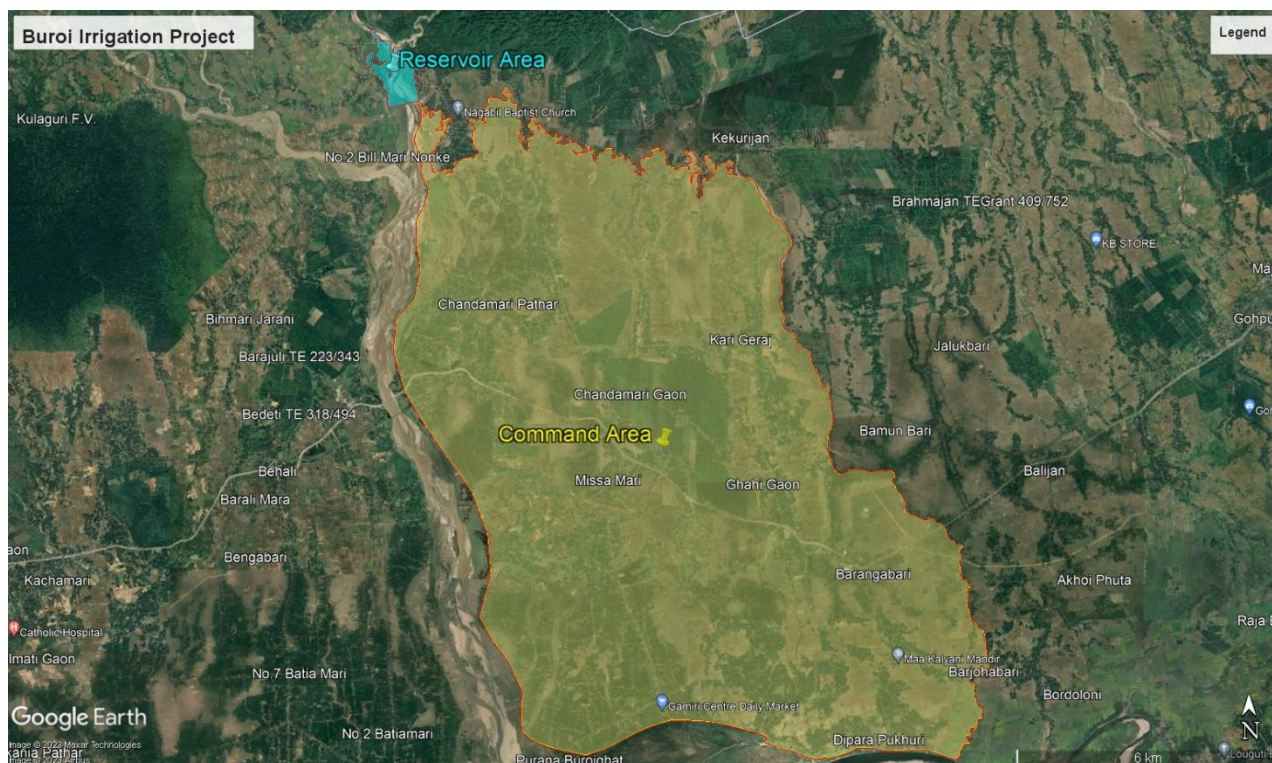


Figure-2: Proposed Survey Areas (Command Area)

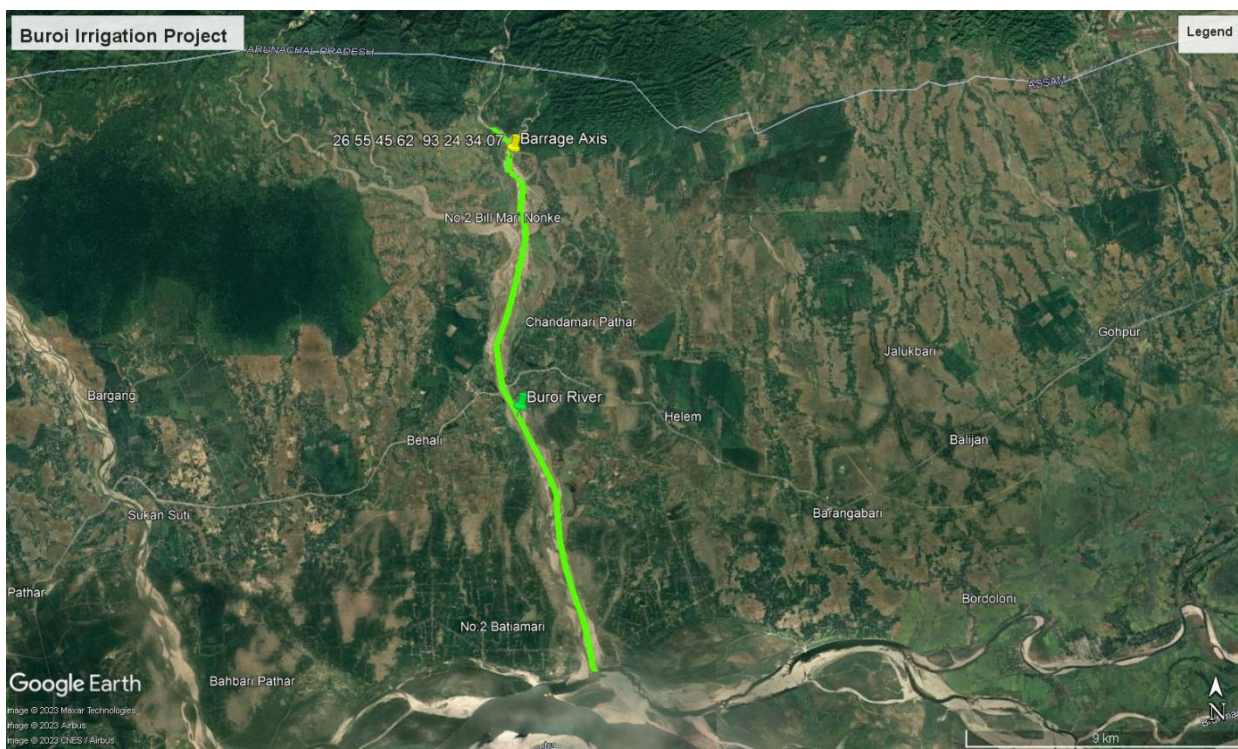


Figure-3: Buroi River up to the confluence of Brahmaputra River

Technical Specifications

Establishment of Control Points - Primary and Secondary

- a) Establishment of Master control point (s) shall be done taking reference from known Survey of India (SOI) Permanent Bench Marks (BM) for both horizontal and vertical control at the start of work. Agency shall plan closed loops consisting of a network of triangles, connecting these master control points. The control points shall be adequately spaced with the triangles, formed, preferably not too acute not obtuse covering the survey area uniformly.
- b) Master Control Points (MCPs) shall be established on RCC pillars with nail at center (Mix 1:2:4, at least four 6mm bars at corners with suitable stirrups) 45cm x 45cm x 60 cm, 15cm embedded in ground and compacted with CC M10 all around, shall be erected at Barrage site. The pillar with proper indexing & labeling shall be painted yellow and duly marked for identification with black paint and static observation of minimum 6hr using DGPS instrument.
- c) Primary Control Points (PCPs) shall be established on RCC pillars with nail at center (Mix 1:2:4, at least four 6mm bars at corners with suitable stirrups) 15cm x 15cm x 60cm, 45cm embedded in ground and compacted with CC M10 all around, shall be erected (The Primary Control Points shall not be spaced more than 3 km apart for reservoir areas). The pillar with proper indexing & labeling shall be painted yellow and duly marked for identification with black paint and static observation of minimum 1hr using DGPS instrument.

- d) Additionally, Secondary Control Points (SCPs) using RTK/ Electronic Total Station at adequate spacing (approx. 500m for reservoir areas, adequate spacing for canal alignment without compromising the desired accuracy) shall be established with paint marked on permanent structure/ object to ensure control for full width.
- e) The agency shall get the network of master and secondary control points finalized in consultation with NEID-III, CWC, Itanagar representative before DGPS observations.
- f) Benchmarks for transfer of level shall be provided to the agency.
- g) The control point locations should be selected so as to be:
 - i. Clear of HT/LT lines (if any)
 - ii. Free from multi path problems associated with tall features in the vicinity
 - iii. Free from foliage
 - iv. Open to sky with a clear view of the horizon
- h) Control points may be located on permanent features such as rock outcrop, bridge abutments, culvert etc. If such features are not available, RCC pillars with nail at center (Mix 1:2:4, at least four 6mm bars at corners with suitable stirrups) 15cm x 15cm x 60cm, 45cm embedded in ground and compacted with CC M10 all around, shall be erected in advance for this purpose. The pillar, with proper indexing & labeling, shall be painted yellow and duly marked for identification with black paint.
- i) Horizontal Accuracy: Sufficient observations with DGPS should be done for common period on these points with DGPS sets of dual frequency having differential post processed accuracy of \pm (5mm, +0.5 ppm length). Horizontal control of such Primary Control shall be established using Static DGPS survey with 1 hours uninterrupted observation control pair Topographical Strip, Reservoir Area, Command Area and Canal Alignment Survey of Buroi Irrigation Project in Biswanath Chariali District of Assam with Paint marked on permanent structure at every \leq 3 km apart for reservoir areas. In case of inaccessible alignment areas, the primary control shall be established at adequately spacing for project area in consultation with NEID-III, CWC, Itanagar without compromising the required accuracy.
- j) The Surveyor shall download the raw GPS data on a computer at site itself and thereafter apply suitable projection system to arrive at grid coordinates [Northing, Easting and Elevation with reference to Survey of India Mean Sea Level (MSL)] from geographical coordinates (Latitude, Longitude & Ellipsoidal Height) observed at site. Each day's work shall be compiled and mapped/documented the same day to be provided to site in-charge.
- k) Vertical Accuracy: The Z coordinate of Master control point(s) shall be setup with reference to known Survey of India Permanent Bench Marks. Local geoid corrections are to be made using SOI GTS (Great Trigonometrical Survey)/ Continuously Operating Reference Stations (CORS) with an accuracy limit of 5cm.
- l) Deliverable
Final list of all control points, benchmarks and reference points with Co-ordinate [X, Y, Z] in Universal Transverse Mercator (UTM) system] with their location with respect to

existing roads/identifiable permanent features for easy identification have to be prepared and submitted to Engineer in-charge along with Photographs of each Master Control Point (MCP) pillar after finalizing writing etc. in digital form with proper indexing and labeling. The photographs shall indicate the pillars/points and its surrounding areas clearly. Spread of control points should be in such a way that all the intermediate topographical features are successfully captured for desired quality.

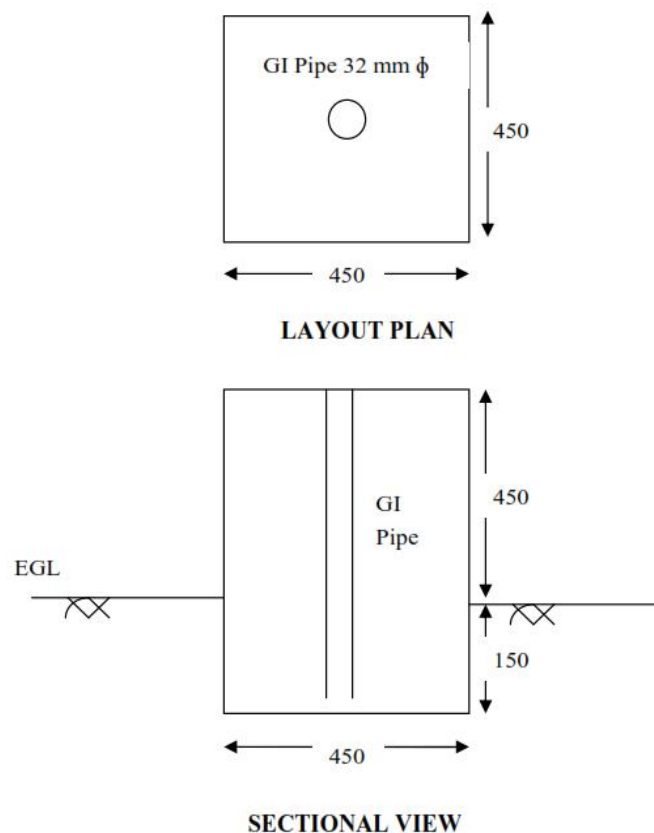


FIG: LAYOUT PLAN AND SECTIONAL VIEW OF PERMANENT BENCHMARK

NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETER UNLESS OTHERWISE SPECIFIED.
2. THIS DRAWING SHOWS THE LAYOUT AND SECTIONAL DETAILS OF THE PROPOSED PERMANENT BENCHMARK.
3. NO DIMENSION SHALL BE MEASURED FROM DRAWING.
4. M15 PCC MIX OF 1:2:4 USED IS CONFIRMING TO IS 456-2000.

DATA CAPTURE SPECIFICATIONS

I. LiDAR Specifications

- a) Conducting Aerial Topographical Survey using Drone/ UAV mounted LiDAR System for proposed work.
- b) LiDAR Sensor/ Camera should be duly calibrated.
- c) All Topographical information including natural & man-made features to be captured such as but not limited to streams, river, houses, fences, roads (Paved, unpaved, dirt), power pole, power line, light poles, trees, slope top & Slope bottom etc. The tentative area to be covered in the Topographical survey is 129 km² (Reservoir area & Command area, Canal alignment), however, it may be decreased or increased during the course of survey.
- d) Platform should be customized & calibrated to install the LiDAR system on Aerial system for flying wherein the LiDAR shall abide by the following specification:
 - i. LiDAR Data density: 10 Points / m²
 - ii. Fundamental spatial accuracy of the survey must conform to the following standard:
 - a. Fundamental Vertical Accuracy (FVA) $\leq \pm 10\text{cm}$. 95% confidence interval (1.96 x RMSE).
 - b. Fundamental Horizontal Accuracy (FHA) $\leq \pm 15\text{cm}$. 95% confidence interval (1.96 x RMSE)
 - iii. Horizontal Datum: The World Geodetic Datum 84 (WGS-84)
 - iv. Map Projection: The coordinate system for all deliverables is Universal Transverse Mercator (UTM).
 - v. Vertical Datum:
 - a. Orthometric: All deliverables specified below as Orthometric will be referenced to the Survey of India Vertical Datum (MSL) – as determined by the published heights of local survey control marks within or adjacent to the project extent.
 - b. Ellipsoid: All deliverables specified below as ellipsoidal will be in terms of the WGS-84 reference frame. The source of the ellipsoidal height control shall be explained in the 'Post-Survey Spatial Accuracy Report'.
 - vi. Local Datum: To convert the LiDAR data to MSL, local datum should be developed.
- e) Deliverable:
 - i. All raw survey control data used or derived from this contract will be supplied to client to ensure independent Quality Assurance (QA) of

the survey operations.

- ii. The Contractor also shall submit the survey/LiDAR/imagery data in raw format along with processed data (classified data into different classes) in LAS/DWG/DGN/TIF format. Proper naming convention for the layers and features needs to be developed by the contractor.

II. Aerial Imagery and Videography Specifications:

- a) Conducting a Drone/ UAV integrated with PPK technology based aerial survey for the generation of orthophotos and Topo plans.
- b) Fly-through video over the proposed area shall also be generated using Digital Elevation Model / Digital Terrain Model and imagery with locations of structures clearly tagged in the video along with chainage and other relevant details as directed by Engineer-in-Charge / Competent Authority.
- c) Drone/ UAV Imagery collection condition is same as LiDAR with following additional conditions:
 - i. The project site has high relief changes therefore photograph will be captured at high sun angle to avoid shadows due to these high relief formations.
 - ii. Cloud free with minimal smoke, smog, fog and dust.
 - iii. Minimum soil moisture and after sufficient gap after rainfall.
 - iv. Every effort shall be made to avoid breaks within individual flight lines. Where necessary, the entire flight line composed of the resulting segments shall meet all of the requirements set forth in these specifications. Where breaks occur, these shall have an overlap of at least four frames to ensure a stereo model of overlap or tie.
- d) Bands: R G B (Three band natural color imagery).
- e) End overlap: 70% minimum & Side overlap: 60% minimum.
- f) Radiometric Resolution is minimum 8 bit per band in accordance with chosen image format.
- g) Map Projection: The coordinate system for all deliverables is the Universal Transverse Mercator (UTM).
- h) Deliverable:
 - i. Raw images (jpg format) [5cm or better Ground Sampling Distance (GSD)].
 - ii. Final scaled, and geo positioned ortho tiles in Tiff and EWC compressed format of 5cm or better resolution and resampled at 5cm GSD.
 - iii. Final scaled, and geo positioned Orthomosaic in ECW format for the survey areas.
 - iv. Map file compatible to CAD/GIS in SHP format duly linked with attributes of assets.

- v. Different layers such as river, stream etc. are to be shown on the orthophoto.
- vi. All imagery results / outputs must be geo-referenced
- vii. Any other images as per design requirements

III. Hydrographical Survey:

- a. River survey to be done as per provision of “Guidelines of Detailed Project Reports of Irrigation and Multipurpose Project, Ministry of Water Resources, Govt. of India, 2010”.
- b. Hydrographical survey using Echo-sounder, DGPS & RTK/ Total station and licensed Hydrographical survey software for developing under waterbed profile in river channels & other water bodies shall be conducted, if required.
- c. Plotting of Cross section:
 - i. Scales of the cross sections of river are to be plotted as per topographical survey details in horizontal direction and vertical direction.
 - ii. The bed levels shall be shown at an interval of not more than 10m and depicting reduced level with respect to available Benchmark (BM) to capture the essential ground features along the cross section. The natural and man-made features shall also be surveyed and plotted to reflect the existing features in the survey area with chainages marked starting from left high bank to the right high bank. The following items shall be shown on the Cross section:
 - a. Date of survey and water level on that day.
 - b. Minimum water level.
 - c. Maximum historical/ observed HFL.
 - d. Rapids and outcrops, if any.

IV. All GCP's (Ground Control Points) required for Georeferencing purpose, etc. are to be taken by the concerned survey firm itself at its own cost and means, using minimum technical specifications of the survey equipment as mentioned:

DGPS GNSS Receiver Accuracy (RMS):

Static & Fast Static:

Horizontal accuracy – (5 mm ± 0.5 ppm) or better

Vertical accuracy – (5 mm ± 1 ppm) or better

Kinematic, RTK

Horizontal accuracy – (10 mm ± 1 ppm) or better

Vertical accuracy – (15 mm ± 1 ppm) or better

Deliverables in Project

1) Control Points establishment report:

Three sets of control point establishment report shall be submitted after completion of activities covering the following:

- i. A list of all GPS primary and secondary control points, benchmarks and reference points with Co-ordinate (X, Y, Z in UTM system) with their location, with respect to existing roads or other permanent features, for easy identification, have to be prepared and submitted to NEID-III, CWC, Itanagar duly stating the accuracy of work achieved.
- ii. Both, the Raw Data file [in RINEX (Receiver Independent Exchange Format) as well as proprietary formats of GPS manufacturer] and the Transformed Data for the entire survey area and adjoining areas of interest.
- iii. Base line report and necessary correction made during establishment of Control Points.
- iv. Processed data in MS-Excel Worksheet/ASCII/XML, kml & dwg format.
- v. Photograph of control point/pillar after finalizing writing etc. in digital form with proper indexing and labeling.

2) Draft Submission after completion of survey

The contractor shall Five sets of draft report after completion of field activities, processing of data completes in all respect. These deliverables are to be read in tandem with the deliverables mentioned in respective work clauses.

- i. Aerial LiDAR Survey deliverables with in accuracy of 10cm RMSE.
- ii. Geo referencing AutoCAD Drawing with Coordinates & Line of ROW Captured using RTK DGPS Survey.
- iii. Merged base map in AutoCAD format of as per topographical survey scale prepared as an output of Topographical survey having all the natural & manmade features such as houses, road, etc. in DWG or DXF format.
- iv. Cross-sections of river duly showing the features described above with adherence to the accuracy limits as specified in DWG format.
- v. Contours at an interval of 50 cm (0.5 m) in DWG or DXF format.
- vi. Generation of 0.5 m grid Digital Terrain Model (DTM) from the LiDAR mass point data classified as “Ground” only, so that it defines the “bare earth” ground surface in ASCII format and DWG format.
- vii. Ortho photo in ECW or TIFF format in CAD/GIS compatible environment.
- viii. Soft copy of Topographical map and River Cross-sections.

3) Draft Report:

For deliverable, final list of all Control Points with Co-ordinate (X, Y, Z in UTM system) with their location with respect to existing roads/identifiable permanent features for easy identification have to be prepared and submitted to NEID-III, CWC, Itanagar along with Photographs of each pillar after finalizing writing etc. in digital form with proper indexing and labeling. The photographs shall indicate the pillars and its surrounding areas clearly. Map file compatible to GIS/CAD showing the location of the pillars over base map of Orthophoto captured shall also be submitted in soft copy.

4) Final Submission

The final output shall also be provided on web platform to support officials to open, visualize and check the delivered data without any desktop software. The Web Platform will have functions such as zoom, pan, coordinate display, measurement of length, path distance, add annotation along with coordinates and remarks. Further, 05 (Five) sets of all final report.

5) Other submissions:

- i. All raw survey control data used or derived from this contract will be supplied to client to ensure independent Quality Assurance (QA) of the survey operations.
- ii. The Contractor also shall submit the survey/LiDAR/imagery data in raw format along with processed data in LAS/DWG/DGN/TIF format. Proper naming convention for the layers and features needs to be developed by the contractor.
- iii. Soft copy in editable formats in Hard disk/Pen drive/external

Topographical Survey Details

A. Proposed Barrage Location on Buroi River

S. No	Topographical Details	Extents	Scale (preferable)
1	Contour Plan of Barrage site with contour interval of 0.5 m	<ol style="list-style-type: none"> i. Area bound by contour of value 2.5 m more than water level corresponding to Pond level / 1 in 500-year flood / SPF (whichever is higher) ii. 3 km upstream and 3 km downstream of Barrage axis III (along deepest channels of River) iii. Adequate distance on both flanks of river (min 1000 m towards bank from low water level on either side i.e., Minimum width of strip to survey: low water width of river + 2000 m) <p>Whichever gives larger extent</p>	1 in 2000 to 1 in 4000

2	Cross Sections of River at Barrage Axis as well as on Upstream and downstream of river	<p>iv. Cross section shall be taken at interval 50 m c/c 500 m downstream and up to 500 m upstream of Barrage Axis. Thereafter at interval of 100 m c/c for 4000 m further upstream of river and up to confluence with Brahmaputra on downstream.</p> <p>v. Cross sections shall extend up to contour of value 2.5 m more than water level corresponding to Pond level / 1 in 500-year flood / SPF (whichever is higher) on both banks</p> <p>vi. Adequate distance on both flanks of river (min 1000 m towards bank from low water level on either side i.e., Minimum width of strip to survey: low water width of river + 2000 m)</p> <p>Whichever gives larger extent</p>	1 in 2000 to 1 in 4000
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1. The survey should indicate:
 - a. All topographical details such as Roads, trails, Telephone / Electric Poles, Houses, Huts, important land markings, forest etc.
 - b. Geological features visible on ground such as firm banks, rocky outcrops, scarp, soil, RBM (river Borne Material) etc.
 - c. Bathymetric details i.e., waterline shall be marked on survey plan but contours should continue in the river and indicate the river bed elevation. Tributaries, flow bifurcation, shoals, dead pools, deep channels, islands etc. shall also be clearly indicated.
2. Leveling shall be done with grid interval of 50 m or lesser. It shall be ensured that all survey features on ground are captured thoroughly.
3. Topographical Details shall be provided in softcopy (in Geo-referenced AutoCAD format) and the lines / contours shall have individual elevation property.
4. Five hard copies of plan / Cross sections shall also be provided on suitable sized paper (size A1 /A0 or larger) such that all the details, texts and contour values are clearly visible.

B. Command Area & Canal Alignment Survey

S. No	Topographical Details	Extents	Scale (preferable)
1	Land use- land cover map of the project area with contours of interval 1 m	The Map / DEM & DTM should cover all the project area i.e., command area of the project as well as the area through which the proposed canal network (i.e., Main Canal, Branches and Distributaries) shall pass. It should have following minimum details i. Area already under cultivation and Area proposed to be irrigated through this project ii. Existing and planned Canal network / Drainage network of the area iii. Drains, nallas, rivers iv. Roads, trails, railway lines etc. v. Habitations, forests, sanctuaries etc. vi. Underground / over ground utilities viz. water supply, PNG, sewerage line, fiber optics etc. vii. Soil types, waterlogged areas etc.	1 in 15,000
2	Strip survey along final canal alignment with contour interval of 0.5 m	A detailed strip survey along the final alignment main canal and Branch canals with a width of 500 m (250 m on either side). It should have following minimum details i. Canals, Drains, nallas, rivers etc. ii. Roads, trails, railway lines etc. iii. Habitations, forests, sanctuaries etc. iv. Underground / over ground utilities viz. water supply, PNG, sewerage line, fiber optics etc. v. Soil types, waterlogged areas etc.	1 in 1000
3	Longitudinal profile along final canal alignment (centerline) with ground level at every 50 m interval	A longitudinal profile of ground along the final canal alignment (centerline). It should have ground levels (as well as bathymetric details in case canal is crossing any water body) at every 50 m interval	1 in 10000 (Horizontal) 1 in 100 (Vertical) Or any other suitable scale

1. The survey should indicate:

- All topographical details such as Roads, trails, Telephone / Electric Poles, Houses, Huts, important land markings, forest, etc.
- Geological features visible on ground such as firm banks, rocky outcrops, scarp, soil, RBM (river Borne Material) etc.
- Bathymetric details i.e., waterline shall be marked on survey plan but contours should continue

in the river/water body and indicate the river bed elevation. Tributaries, flow bifurcation, shoals, dead pools, deep channels, islands etc. shall also be clearly indicated.

2. Leveling shall be done with grid interval of 50 m or lesser. It shall be ensured that all survey features on ground are captured thoroughly.
3. Topographical Details shall be provided in softcopy (in Geo-referenced AutoCAD format) and the lines / contours shall have individual elevation property.
4. Three hard copies of plan / strip survey /Longitudinal Section shall also be provided on suitable sized paper (size A1 /A0 or larger) such that all the details, texts and contour values are clearly visible.
5. Longitudinal Profile Data shall be provided in excel format as well.

C. Cross Drainage Locations

S. No	Topographical Details	Extents	Scale (preferable)
1	Contour Plan of Cross Drainage site with contour interval of 0.5 m	<p>i. Area bound by contour of value 1.5 m more than water level corresponding to 1 in 100-year flood of River / Drain</p> <p>ii. 800 m along centerline of drain/river on upstream and downstream of crossing (total 1600 m length along flow of drain)</p> <p>iii. 500 m parallel to centerline of canal on either side of canal (total strip width 1000 m with respect to centerline of canal)</p> <p>Whichever gives larger extent</p>	1 in 2000 to 1 in 4000
2	Cross Sections of River / Drain at crossing of canal as well as on Upstream and downstream of river/ Drain	<p>i. Cross section of River / Drain shall be taken at interval 50 m c/c up to 1500 m upstream and 1500 m downstream of proposed crossing</p> <p>ii. Cross sections shall extend up to contour of value 1.5 m more than water level corresponding to 1 in 100-year flood in River / Drain on both banks</p> <p>iii. Adequate distance on both flanks of river (min 100 m towards bank from low water level on either side i.e., Minimum width of strip to survey: low water width of river + 200 m)</p> <p>Whichever gives larger extent</p>	1 in 2000 to 1 in 4000

1. The survey should indicate:
 - a. All topographical details such as Roads, trails, Telephone / Electric Poles, Houses, Huts, important land markings, forest, etc.
 - b. Geological features visible on ground such as firm banks, rocky outcrops, scarp, soil, RBM (River Borne Material) etc.
 - c. Bathymetric details i.e., waterline shall be marked on survey plan but contours should continue in the river and indicate the river bed elevation. Tributaries, flow bifurcation, shoals, dead pools, deep channels, islands etc. shall also be clearly indicated.
2. Leveling shall be done with grid interval of 50 m or lesser. It shall be ensured that all survey features on ground are captured thoroughly.
3. Topographical Details shall be provided in softcopy (in Geo-referenced AutoCAD format) and the lines / contours shall have individual elevation property.
4. Three hard copies of plan / Cross sections shall also be provided on suitable sized paper (size A1 /A0 or larger) such that all the details, texts and contour values are clearly visible.

D. Sample Command Area Survey

In addition to command area survey undertaken as per requirements of “(B)” above, a contour plan of 10% of Command area may also be provided for planning tertiary canal network (outlet /Watercourse level) on sample basis.

Sl. No	Topographic al Details	Extents	Scale (preferable)
1	Sample Command area map with contours of interval 0.2 m	<p>The area should be 10% of enroute irrigation area proposed. It may not be contiguous; rather it should be representative of whole to command. It should show different chaks of land. Following additional information may also be provided</p> <ol style="list-style-type: none"> i. Area already under cultivation and Area proposed to be irrigated through this project ii. Existing and planned Canal network / Drainage network of the area iii. Drains, nallas, rivers iv. Roads, trails, railway lines etc. v. Habitations, forests, sanctuaries etc vi. Underground / over ground utilities viz. water supply, PNG, sewerage line, fiber optics etc. vii. Soil types, waterlogged areas etc. 	1 in 1,000

1. The survey should indicate:
 - a. All topographical details such as Roads, trails, Telephone / Electric Poles, Houses, Huts, important land markings, forest, etc.

- b. Geological features visible on ground such as firm banks, rocky outcrops, scarp, soil, RBM (river Borne Material) etc.
2. Leveling shall be done with grid interval of 20 m or lesser. It shall be ensured that all survey features on ground are captured thoroughly.
3. Topographical Details shall be provided in softcopy (in Geo-referenced AutoCAD format) and the lines / contours shall have individual elevation property.

SCOPE OF WORK FOR CANAL ALIGNMENT:

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

- i. The canal should be aligned on the ridge or in such a way as to obtain maximum command.
- ii. So far as possible the canal alignment should be kept in the center of the command area.
- iii. The canal should be aligned in such a way that the length is minimum possible.
- iv. The alignment should avoid inhabited places, roads, railways, properties, places of worship etc.
- v. Canal should be taken through the area where subsoil formation is favorable. Water-logged, alkali, saline, rocky soils create troubles.
- vi. The alignment should be straight so far as possible. Where alignment is not straight simple circular curves of large radius should be provided.
- vii. To ensure economy the alignment of the canal should be such that excessive cuttings and fillings are not required. The alignment should not cross hills or depressions.
- viii. While aligning the canal, cost of the land to be acquired should be taken into consideration.
- ix. The canal should cross minimum number of drainages.
- x. Any supplementary data required during Canal Alignment Studies such as Crop Water Requirement, Contour Map, Hydrological Data etc. shall be provided by CWC Itanagar.
- xi. Extant BIS Codes (e.g., IS 5968-1987 etc.) and CWC Guidelines shall be adhered to while carrying the Canal Alignment Studies.
- xii. Draft canal alignment to be submitted before taking up concerned survey work.

General Scope of work:

The Scope includes Low Altitude Image Acquisition using the Unmanned Aerial vehicle and Data Processing for creation of high-quality Digital Terrain Model and Topographical Map. Necessary permission shall be facilitated by client from concerned competent authorities.

- Coverage Area: Along the given Alignment (Approved by client) covering 50 meters on both sides of the corridor.
- Reference Pillar (DGPS) Survey and TBM - Auto Level Survey to fix the Ground Control Points.

- UAV Aerial Photo Acquisition
- Aerial Triangulation
- Photogrammetric Data Processing for creation of high-quality Digital Terrain Model and Topographical Map.
- Accuracy of the data would be better than 10 CM RMSE
- Pixel Size / Resolution: less than 10 cm
- Geo -Coordinates: UTM WGS – 84 Ellipsoid
- Camera: High Resolutions Calibrated camera (Suffice to get final resolution of 10cm)
- Image Quality: Clear /sharp / smearing / warp etc.
- Overlapping: minimum 70 % forward and 60 % side overlap
- Images must have XYZ co-ordinates and rotational information, sensor size, focal length as meta data. This information must also be made available in a text file.

Activities to be performed under UAV Aerial Photo Acquisition and Data Processing Work:

- Area for interest need to be fixed & Accuracy Standards and Mapping scale need to be fridge
- Flight Planning based upon the AOI
- Ground Control fixing - DGPS Survey to fix the Ground Control Points
- Required Permissions /Approvals from the concern authorities to practically start the survey
- UAV Aerial Photo Acquisition based upon flying conditions
- Photogrammetric Triangulation and Terrain points generation in Cloud Point format
- Final DEM / DTM Generation and Editing, Quality Control & Delivery in agreed format

INFORMATION AND INSTRUCTIONS TO BIDDERS & DATA SHEET ANNEXURES

1. The bidder must follow/abide by and complete all due process required while submitting the bids through the GeM Portal.
2. Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) and in accordance with the Bid Documents comprising of the following:
 - a. Information to the Bidders.
 - b. Instructions to the Bidders
 - c. Scope of Work
 - d. Bid evaluation Criteria
 - e. Special Terms and Conditions
 - f. Service Level Agreement
 - g. Payment Terms
 - h. BOQ
 - i. PROFORMAS/ Annexures
 - j. Additional Terms & Conditions (ATC)
3. The bidders are requested to thoroughly go through all the rules/regulation/clauses of the bid and fulfil such conditions during the whole process of bidding.

4. Documentary evidence of having successfully completed similar works in respect of Multipurpose/ Irrigation / Canal Project etc. of Central Govt./State Govt./CPSU/State PSU/ etc. must be furnished as a pre-qualification criterion.
5. The bidders are required to furnish a “Bid Security Declaration” in lieu of Bid Security as appended herein in the document.
6. Selected/successful bidders shall be required to furnish unconditional acceptance of the award of work.
7. The bidders must enter an all-inclusive price (including GST) against the “OFFER PRICE” field while creating their response against the tender in GeM portal. Computation of the above-mentioned all- inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. Bidders are required to quote for all the items as per the Price Bid Format. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be furnished by the successful bidder to the buyer, ONLY AFTER THE PRICE BID OPENING.
8. The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.
9. If there is any discrepancy between the unit price and the total price, the total price shall prevail and the unit price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
10. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

ELIGIBLE BIDDERS:

This invitation to Bid is open to any Bidder (Individual/Company/Firm), who satisfies the Qualifying Requirements stipulated in Clause below (QUALIFYING REQUIREMENTS OF BIDDER), subject to the following:

- a. Participation is not ruled out by sanctions issued by the UN Security Council.
- b. A Bidder shall not be affiliated with a firm or entity that has provided consulting services related to the Works to the Borrower during the preparatory stages of the Works or of the Project of which the Works form a part, or that has been hired (or is proposed to be hired) by the Borrower as Engineer-in-Charge / Competent Authority for the Contract.
- c. Participation is not allowed, if the Bidder is legally barred from the procurement process in India on the grounds of previous violations of regulations on fraud and corruption.
- d. Participation is not allowed for those Bidders or Sub-Consultant/contractors to be contracted for considerable portions of the Contract or Enterprises, economically intertwined with the any firm in India and/or State Controlled Enterprises that are not legally or financially independent.
- e. Joint venture or consortium is allowed but outsourcing of any activity is not allowed due to sensitivity of high-resolution data set.

- f. Foreign companies and foreign owned or controlled Indian companies can license from Indian Entities digital Maps/Geospatial Data of spatial accuracy/value finer than the threshold value only for the purpose of serving their customers in India. Access to such Maps/Geospatial Data shall only be made available through APIs that do not allow Maps/Geospatial Data to pass through Licensee Company or its servers. Re-use or resale of such map data by licensees shall be prohibited.

DISQUALIFICATION / INELIGIBILITY OF BIDDERS

Even though the bidders meet the above qualifications/qualifying criteria, they are subject to be disqualified if they, either directly in its own name or indirectly in any other name, in carrying out of its business, have:

- a. Been charge sheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of submission of Bid.
- b. Been involved in any corrupt or fraudulent or collusive or coercive Practices.
- c. Made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.
- d. Been either declared ineligible/ blacklisted /terminated/ debarred from qualification, participating or bidding in/award of tenders/ projects/ works/ bids, or had any record of poor performance/poor workmanship/ defaults/ failure in execution of awarded works, discharge any obligations or abandonment of any works/contracts awarded by the Govt. of India or State Government or Govt. Organizations (Central as well as State) or Govt. Departments (Central as well as State) or any PSU (Central as well as State) or World Bank or Asian Development Bank or autonomous Bodies or Statutory bodies and Companies or Statutory Authorities or other Govt. Authorities, as on the latest date of submission of bids.

QUALIFYING REQUIREMENTS OF BIDDER

A. General Qualifying Requirements:

- i. The bidders (Individual/Company/Firm) shall be registered entities in India. Bidder shall be in the field of works related to irrigation Projects. The bidder shall furnish copies of documents in support of its registration in India, Company profile, copy of Memorandum of Association (MOA) of Company/Organization etc. along with the Techno-commercial bids.
- ii. The bidders shall be either 'Class-I local supplier' or 'Class-II local supplier' as defined in 'Public Procurement (Preference to Make in India), Order 2017, issued vide Order No. P-45021/2/2017- PP/BE-II dated 04/06/2020 of Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India, read in conjunction with Order No. 11/05/2018-Coord. Dated 28/07/2020 of Ministry of Power, Government of India

- iii. For domestic bidders having relation with an entity incorporated, established, or registered in a country which shares a land border with India, as defined in Order (Public Procurement No. 1) dated 23rd July, 2020 and Order (Public Procurement No. 2) Dated 23rd July, 2020, both issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the provisions of these orders shall apply.

B. Technical Qualifying Requirement:

1. The firm should have satisfactorily executed similar works, in the last 5 (five) years since the date of submission of bidding document. Similar work shall mean “Topographical and Hydrographical Survey using Photogrammetric Technique by Unmanned Aerial Vehicle (UAV)/Drone or similar arrangement with LiDAR technology for Water Resources/ Hydroelectric/ Multipurpose/ Irrigation / Canal Project/ Energy or any similar projects for Government Department or PSU as Principal Contractor. The Bidder shall be required to produce copies of Work Order/ Contract Order and Completion certificate from the appropriate authorities certifying that the concerned bidder has successfully completed similar works as proof of previous experience in states of India. The date of issue of Work Order/ Contract Order as well as the completion certificate shall be within the last 5 (five) years (ending on last day of the month previous to the one in which the tender is invited). The agency/firm should confirm to any one of the following criteria:
 - (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - OR
 - (b) Two similar completed works each costing not less than the amount equal to 60% of the estimated cost.
 - OR
 - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
2. Firm should have stereo Photogrammetric work station with professional Photogrammetric software, LiDAR software and hardware such as 3D glasses, Stealth 3D mouse, 3D monitors, for processing of the data and demonstration of the final output of the client.
3. The firm should have generation of DEM/ DTM and 0.5 m interval contour by processing data captured through UAV/Drone system for minimum 50 sq. km area in single project in last 5 years (ending on the last day of the month before the one in which the tenders are invited).
4. Firm should have established 100 Ground Control Points (GCPs) using DGPS linked to WGS84/ Survey of India GTS Control in a single project in last 5 years.
5. Joint venture or consortium is allowed but outsourcing of any activity is not allowed due to sensitivity of high-resolution data set.
6. Outsourcing of topographic survey activity is not allowed due to sensitivity of high-resolution data set
7. Firm should have sufficient experienced professionals, DGCA certified drone pilots, engineers, surveyors, GIS experts etc. The salary certificates and degree and experience of the associated personnel who will be deployed for execution of the work may be appended.
8. Firm should have ownership of registered drones in Digital Sky Platform with UIN for commercial utilization (4 sets), Drone LiDAR (1 set), Echo-sounder (1 set), DGPS (4 sets) and Auto/Digital

Level (1 set) for necessary field survey activities (Bills required). Ownership proof shall be attached.

9. Firm should have WEB based platform to open visualize & perform the quality control check for the delivered data in 2D & 3D environment without any desktop software.
10. The firm should not be blacklisted / debarred from participating in tender floated by any State/ Central Govt. Agencies. An undertaking on company's letterhead should be submitted for the same.
11. The firm should submit bank solvency certificate from any Nationalized/Scheduled bank amounting to ₹ 50, 00,000/- (Rupees Fifty Lakh only) after the date of publication of tender document as per format attached.
- 12. Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria: In consideration of critical nature of the survey works involving highly skilled nature of services, 50 % relaxation to MSME shall be given in the past turnover / experience criteria. EMD exemption shall be provided for the bid.**

The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India.

C. Financial Qualifying Requirement:

1. Minimum Average Annual Turnover (MAAT): Minimum Average Annual Turnover of the bidder, in the last 3 (three) Financial Years, ending 31st March of the previous financial year should not be less than ₹ 5 crore. Other income shall not be considered for arriving at the Minimum Average Annual Turnover.
2. Working Capital: Working Capital shall be at least ₹ 50 Lakhs. Working capital shall be calculated by subtracting Current Liabilities (CL) from Current Assets (CA) i.e. (CA-CL) as per the audited balance sheet/ equivalent financial statements including profit and loss statement of the immediately preceding financial year. If audited financial statement for the immediately preceding Financial Year is not available, then the bidder shall submit equivalent financial statements certified by a Chartered Accountant.
3. Net Worth: The Net worth of the bidder as on last day of the immediately preceding Financial Year shall not be less than 25% of the Paid-up Share Capital. The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit and Loss Account less Loss in Profit & Loss Account, if not reduced from Reserves.
4. Bid Capacity: The Bid Capacity of the Bidder at the time of submission of Bid should not be less than the estimated cost of the work put to tender. Bidders shall submit their Bid Capacity as per the following formula duly certified by a Chartered Accountant:

$$\text{Bid Capacity} = (A \times N \times 1.5) - B$$

Where, A= Indexed value of maximum value of works executed (in an ongoing or completed project) in any one year during last 5 years, keeping index of inflation as 6% (compounded

annually) for calculating 'A' at present Price Level.

N= Completion time of the proposed work in years.

B = Value at current price level of existing commitments and on-going works (as on the latest date for bid submission) to be completed in next "N" years.

5. Bidders shall submit complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account and all other financial statements for the preceding 3 (three) financial years, ending 31st March of the immediately preceding Financial Year for evaluating the above financial qualifying criteria. In case the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will also be considered acceptable.
6. Wherever certificates and attestations by a Chartered Accountant are required the same shall be issued by the Chartered Accountant along with UDIN (Unique Document Identification Number) to be clearly indicated in the certificate.

Note:

Authenticated documentary evidence in support of qualifying requirements, as mentioned above, shall be submitted in Techno-Commercial Bids. For qualifying requirements specified above, the documents should be in the form of Certificate of Client/ Owner/ Developer. Bids submitted without fulfilling the qualifying requirements shall be outright rejected.

Notwithstanding above, CWC shall have the right to seek any other information / testimonies, as may be required and non-submission / refusal to submit these shall result in disqualification.

SITE CONDITION AND SITE VISIT:

1. The bidders, in their own interest and cost, are advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their bids, in respect of the site conditions including, but not restricting to, the following which may influence or affect the work or cost thereof under the Contract:
 - a. Site conditions, including access to the site.
 - b. Nature of works involved under the Contract.
 - c. Source and extent of availability of labor required for the work and Laws and Regulations governing their use and employment.
 - d. Details of taxes, duties, levies as applicable.
 - e. All other information as to the risks, contingencies and other circumstances, which may influence or affect the work or the cost thereof under this Contract.

The bidders should note that information, if any, in regard to the site and local conditions, as contained in these bid documents, has been given merely to assist the bidders and is not warranted to be complete.

2. Bidders should note and bear in mind that the CWC shall bear no responsibility for the lack of acquaintance of the Project Site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidders

shall be at their risk and cost and no charges or claims, whatsoever, consequent upon lack of information or knowledge of understanding of the aforesaid shall be entertained or payable by the CWC. The costs of visiting the Site shall be at the Bidder's own expense. The Bidder and any of its, personnel or agents will be granted permission by the CWC to enter upon its premises and lands for the purpose of such visit. The CWC shall not be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

Arrangements for all necessary Permits/NOC etc. in order to carry out the work (whenever required) in the Site Location (Assam) shall be the sole responsibility of the bidder.

PREPARATION OF BIDS

- a. **Language of Bid:** The Bids prepared by Bidders and all correspondences and document relating to the Bid exchanged by the Bidder and the Purchaser shall be in English only. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language and certified by approved/recognized English translator, in which case, for purposes of interpretation of the bids and for all future purposes, the translation shall govern.
- b. In the online bid submission, bidders will submit their Techno-Commercial bids and Price Bids as per bidding forms using their digital signatures.
- c. Bids must contain name and places of business of the person or persons making the bid.
- d. Every page of the bid must be signed and sealed by the duly authorized representative of the Bidder with his usual signature before scanning and uploading.
- e. Bid(s) by Company/Firm must be signed with the legal name of the Company/Firm and by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Company in the matter.
- f. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid is liable to be rejected.
- g. Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- h. The Bidder's name stated on the proposal shall be the exact legal name of the company/firm.
- i. Erasures or other changes in the Bid Document, including the proposal documents, shall be over the initials of the persons signing the bid. Bids not conforming to the above requirements of signing are liable to be rejected.

SPECIFIC ISSUES:

- a) A prospective bidder is expected to examine all instructions, terms & conditions, Forms & Data Sheets in Bid Document and fully inform himself as to all the conditions and matters which may, in any way, affect the works, his bid or the cost thereof. Further, failure to furnish all information required by the Bid Document or submission of incomplete offers shall be rejected as non-responsive.

It will be imperative for the Bidders to fully inform themselves of all local conditions and factors which may have any effect on the performance of the works, as covered under the Specifications and documents.

- b) It would be understood and deemed that such factors have been properly investigated and considered by the bidders while submitting their bids. The firm accepts no liability for the lack of such clear information or its effect on the cost of the works to the Bidder. No claim whatsoever, therefore, including those for financial adjustment to the Contract awarded under these Specifications and documents will be entertained by them CWC and neither any change in the time of the Contract nor any financial adjustments arising thereof shall be permitted by the CWC. While working out their Price Bids, the Bidders are required to consider the Specifications as defined in Bid Document, facilities to be provided by NEID-III, CWC, Itanagar and all other related activities, not described but are considered as essential for carrying out the tendered work.

DOCUMENTS COMPRISING THE BID:

TECHNO-COMMERCIAL BID (ENVELOPE-I):

1. The Bidder shall submit online the following documents/information along with their Bids, failing which the Bid shall be treated as incomplete and non-responsive.

A. FORMS:

Form A: Bid Form

Form B: Warranty Form

Form C: Bid Security Declaration

Form D: Power of Attorney Form

Form E: Undertaking for Bidders who are registered as Micro/Small Enterprises (wherever applicable) with certificates from concerned authorities.

Form F: Documents for verification of local content, as this ITB of GeM Bid Document.

Form G: Declaration of Bidder covering of this ITB of GeM Bid Document.

Form H: Declaration of Bidder covering of this ITB of GeM Bid Document.

Form I: Certificate regarding Compliance.

B. DATA SHEET:

- 1) Consultant/contractor's- Organization.
- 2) Consultant/contractor's Relevant Experience.
- 3) Deployment of key professional and their experience.
- 4) Financial Capability.
- 5) Declaration assuring availability of the proposed professional.

- 6) No Deviation Certificate.
- 7) Information / Documents required for evaluation.

The documents as listed under (a) & (b) above shall be filled in without exception, subject to extensions thereof in the same format provided herewith under “Forms & Data Sheets”.

C. Qualifying Requirements: Documents in support of Qualifying Requirements stipulated in of this ITB.

D. All other information/data required to be submitted by Bidder in accordance with Instruction to Bidders and the Addenda, including all supporting documentation, which the Bidder wishes to submit as part of his Techno-commercial Bid.

2. The above information/ documents as listed above, shall be filled in without exception, subject to extensions thereof in the same format, shall be scanned and uploaded by the bidder on the portal only.
3. No material relating to Price Bid shall be included in the Techno-Commercial Bid.
4. The Bidder shall submit all the above documents, information under Techno Commercial Bids, duly signed and sealed/stamped on each and every page by the Bidder.

PRICE BID (ENVELOPE-II):

- 1) Price Bid, which shall be submitted online, shall contain the following documents.

Form-1: Price Schedule

Form-2: Break-down of unit price/rate

The above documents provided under “Price Schedule” shall be submitted by the bidder under Price Bid in the manner as given in bid documents.

- 2) Bidder shall fill up & submit ‘Form-1’ in electronic form in the ONLINE BIDDING FORM available on the portal <https://gem.gov.in> only under PRICE BID (ENVELOPE-II) in conformity with the Instruction to Bidders and relevant terms and conditions of Bid Document. Further, Form-2, duly filled in up, complete in all respect, signed and sealed/stamped shall be scanned, submitted/ uploaded by the bidder, whenever asked for by the NEID-III, CWC, Itanagar, ONLINE on GeM portal under PRICE BID (ENVELOPE-II) in conformity with the Instruction to Bidders and relevant terms and conditions of Bid Document. The documents/ information, to be submitted /uploaded by the bidder under Price Bids are to be duly signed and sealed/stamped on each and every page by the Bidder.
- 3) Bidders are required to quote for all the items as per the Price Bid Format. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

SUFFICIENCY OF BID:

The Bidder shall be deemed to have satisfied himself before submission of his Bid as to the correctness and sufficiency of his Bid for the works and of the rates and prices quoted in the Price Schedule which shall (except as otherwise provided in the Contract) cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of Works in accordance with the

provisions of the Contract.

BID SECURITY DECLARATION:

The bidder shall furnish, along with his bid, “Bid Security Declaration” as per the prescribed format provided with this ITB of Bid document, accepting that if the bidder withdraws or modifies his bid after the bid opening during the period of bid validity and extension thereof, he will be suspended from participating in future tenders of the NEID-III, CWC, Itanagar for a period of 2 (two) years from the date of issue of notice of such suspension by the NEID-III, CWC, Itanagar, along with other action as deemed fit as per GeM portal.

OPENING AND EVALUATION:

1. BID OPENING:

The Techno-Commercial Bids will be opened online on the scheduled date and time as stipulated in GeM Bid document. The Techno-Commercial bids of the bidders would be analyzed and evaluate the bid in terms of the requirements of Bid Document to the satisfaction of the NEID-III, CWC, Itanagar. The Price Bids shall be opened online only of those Bidders whose Techno-Commercial Bids have been evaluated as acceptable. The Price Bids of those Bidders whose Techno-Commercial Bids are found not acceptable shall not be opened.

2. PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the NEID-III, CWC, Itanagar during the processing of Bids or award decisions may result in the rejection of his Bid.

3. CLARIFICATION OF BIDS:

To assist in the examination, evaluation, and comparison of Bids, the NEID-III, CWC, Itanagar may, at its discretion, ask any Bidder for clarification of their Bid including breakdown of unit rates. The request for clarification and the response shall be in writing or e-mail. Scanned copies of letters seeking clarifications and replies thereof may also be sent through email. Bidders will not be permitted to change the Price Bid or substance of the Bid after the Bid has been opened.

4. EVALUATION AND COMPARISON OF BIDS:

1) GENERAL:

- i. The Bids will be evaluated by the Owner to ascertain the best received bid which is technically and commercially acceptable to the Owner, as per the evaluation procedure detailed in the following paragraphs under this chapter, for the complete scope of the proposal as detailed in the GeM Bid Document.
- ii. Evaluation of the Bids will be carried out in two Parts as indicated below:
Part I: Evaluation of Techno-commercial Bids (Envelope 1)
Part II: Comparison of the Price Bids (Envelope 2)

PART-I: EVALUATION OF TECHNO-COMMERCIAL BIDS

Evaluation will be done on the basis of detailed information/data furnished by the bidders along with documentary evidence, wherever applicable in support of such information/data.

Evaluation of the Techno-Commercial Bids will be carried out in two (2) stages, as follows:

A. Stage-I – Preliminary Screening for completeness and responsiveness:

- i. Screening of the Bids takes into account the general completeness and the responsiveness of the Bids in terms of submission of Bid Security Declaration, Qualifying Requirements, other Forms and Data Sheets, etc.
- ii. General responsiveness of the Bids shall be checked and established on the basis of the contents and quality of the documents and data contained in these Bids. A substantially responsive Bid is one that conforms to all the terms and conditions of the Bid Document without any material deviation or reservation. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, quantity or completion schedule of work or which limits, in any substantial way, the responsibilities of the Bidder or any right of the CWC as required in these specifications and Documents or whose rectification would affect unfairly the competitive position of other Bidders, presenting substantially responsive Bids. The CWC may waive any minor infirmity or non- conformity or irregularity in a Bid, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The CWC's determination of Bid's responsiveness shall be based on the contents of the Bid itself without resorting to any intrinsic/extrinsic evidences.
- iii. It will be determined whether each bid is of acceptable quality, complete and substantially responsive to requirements of the GeM Bid Document. For the above purpose, examination of each bid will be carried out to ascertain whether:
 - a. The bid is complete with all the Tender Forms & Data Sheets, duly filled in and properly signed;
 - b. The bid is complying with all the requirements of GeM Bid document;
 - c. The bid is accompanying by the Bid Security Declaration
 - d. The bid is complying with the time of completion indicated in the GeM Bid document.
 - e. The bid demonstrates that it has the necessary capability to execute the contract.
 - f. The bid does contain major scope deficiencies, contradictions or ambiguities making it almost impossible to evaluate, and;
 - g. The bid is generally in order;
 - h. The non-responsive bids shall be rejected.
- iv. Only those Bids, which are found to be generally complete and responsive after Stage-I scrutiny shall be taken up for further price bid opening.

B. Stage-II - Scrutiny for technical compliance and commercial acceptability:

- i. The Qualifying Requirements, as specified in the GeM Bid Document and its Corrigendum (if any), shall have to be fulfilled in all respects in order to qualify for Stage-III evaluation, i.e., Detailed Assessment. Bidders who do not qualify in Stage-II evaluation shall be eliminated from further evaluation.
- ii. Evaluation will be done on the basis of detailed information/data furnished by the bidders along with documentary evidence/certified copies of certification by concerned Authorities duly authenticated/attested in support of such information/data furnished by the bidders.
- iii. Only those Bids, which are found to be qualified after Stage-II scrutiny shall be taken up for further evaluation in Stage-III.

C. PART-II EVALUATION OF PRICE BID: LOWEST PRICE (L-1) BASIS AMONG THE TECHNICALLY RESPONSIVE OFFERS / BIDS.

AWARD OF CONTRACT:

- I. As mentioned at FINANCIAL EVALUATION above, the work shall be awarded to the Bidder L-1 Bidders of technically responsive bidders.
- II. The bidding process may be cancelled if:
 - a. The responsive bids substantially exceed the budget;
 - b. The rates of the bid are obviously and clearly unreasonably high.
- III. NEID-III, CWC, Itanagar requires the Bidders/Consultant/contractors under this Contract observe the highest standard of ethics during the procurement and execution of this Contract. Accordingly, the NEID-III, CWC, Itanagar.
- IV. The documents/information submitted by bidder may be verified by the officials of the NEID-III, CWC, Itanagar for its authenticity at any time and the bidder shall provide all facilities/co- operation in this regard. If it is found that any of the documents/information submitted by the bidder is not genuine, the NEID-III, CWC, Itanagar shall have full rights to cancel his Bid, forfeit the CPG and terminate the Contract, if awarded.

NOTIFICATION OF AWARD OF CONTRACT IN GEM AND SERVICE LEVEL AGREEMENT / CONTRACT DOCUMENT:

- i. The Bidder, whose Bid has been accepted for award as per the evaluation procedure shall be awarded the Contract. The system generated Contract (i.e., GeM Contract) shall be issued in favor of such successful bidder, which shall also be treated as Notification for commencement of work. The successful bidder shall give his acceptance of Contract in GeM portal only. The date of issue of Contract shall be considered as date of award of contract / “0” (zero) date of contract.
- ii. The GeM Contract shall constitute the formation of the Contract, subject to the successful Bidder furnishing Contract Performance Guarantee (CPG) in accordance with Bid documents.
- iii. The GeM Contract and its unconditional acceptance by the successful bidder along with the documents including GeM Bid Document referred therein the GeM Contract shall be construed as the Contract Document between the Consultant/contractor and the NEID-III, CWC, Itanagar. The

Contract shall be operated as per the terms and conditions stipulated in the Contract Document i.e., GeM Contract along with the aforesaid covenant documents.

- iv. Tender can also be freely downloaded from GeM portal (<https://gem.gov.in>), and from <https://cwc.gov.in>.
- v. Bids can be submitted only through online on GeM Portal web site (<https://gem.gov.in>), as detailed under ITB (Instructions to bidders).
- vi. The bids will be opened online at ***the date mentioned in*** the Notice Inviting Tender (NIT), in the presence of the bidders, who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, NEID-III, CWC, Itanagar.
- vii. Bids shall be accepted through GeM portal only.

The competent authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

S/D

Executive Engineer

Copy To:

- 1. Assistant Accounts Officer, NEID-III, CWC, Itanagar.
- 2. Sub Divisional Engineer (HQ), NEID-III, CWC, Itanagar.
- 3. Notice Board, NEID-III, CWC, Itanagar
- 4. GeM Website <https://gem.gov.in>

FORM –A: BID FORM
(To be submitted on the Bidder's Letter Head)

To,

The Executive Engineer
North Eastern Investigation Division-III,
CWC, Itanagar, Arunachal Pradesh

1. I/We have read and examined the GeM Bid document as specified in Clause of ITB in connection with the Work for **“Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.”**
2. I/We hereby bid for execution of the works referred to in the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein and at the rate/price contained in Price Schedule and within the period(s) of completion and subject to such terms and conditions as stipulated in the GeM Bid document.
3. I/We agree to keep this bid open for acceptance for the period specified in the GeM Bid document and also agree not to make any modifications in its terms and conditions of our own accord.
4. I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the Terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall become liable for cancellation of my/our bid or suspension from participating in future tenders of the NEID-III, CWC, Itanagar for a period of 2 (two) years from the date of issue of notice of such suspension by the NEID-III, CWC, Itanagar.
5. Should the bid be accepted, I/We agree to abide and fulfil all the terms and conditions and provisions of the above GeM Bid documents.
6. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your GeM bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents. Any deviation stated elsewhere in the Bid submitted by me/us shall therefore be treated as withdrawn.
7. Unless and until such time as the Contract is executed, the Bid submitted by me/ us (including this letter), together with your acceptance thereof, shall constitute a binding Contract between us.
8. I/We understand that you are not bound to accept the Bid, or any other Bid, and that the owner is not bound to state reasons for its acceptance or denial of any Bid. We further understand and agree that the owner has made no representation or warranty with respect to the accuracy or completeness of the information contained in the Bidding Documents or any other written or verbal information obtained from the owner or any of its representatives, and that in connection with this Bid, the Bidder has made its own inquiry and assessment of any and all information upon which it has relied in making this Bid.
9. I/We declare that all documents/certificates /information provided in my/our bid and attachment thereof are true and correct and in line with the requirement of the Bid documents. If the

documents/certificates/information submitted with the bid are found fake/false at any point of time, the responsibility for the same and consequence thereof shall solely rest with me/us only and in that event the owner shall be entitled to take action as may be deemed fit to debar me/us (bidder/Contractor), cancel the contract including forfeiture of EMD/performance security deposit etc.

10. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988” or its amendment thereof.

Yours faithfully,

Witness _____
Signature in the capacity of _____
Date: _____
Place: _____

(Signature)
(Name of Signatory, duly authorized to sign the bid on
behalf of the Bidder (In block letters)) (Designation
/ Title of signatory)
(Common Seal)

Postal Address of the Bidder: _____
E-mail Address: _____
Phone: _____

FORM-B: WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the “Consultant/contractor”) having carefully studied all the documents pertaining to Work for “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc. and the local and site conditions having undertaken to execute the said works, do hereby warrant that:-

1. The Consultant/contractor is familiar with all the requirements of the Contract.
2. The Consultant/contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Consultant/contractor is satisfied that the work can be performed and completed as required in the Contract.
4. The Consultant/contractor accepts all risks directly or indirectly connected with the performance of the Contract.
5. The Consultant/contractor has had no collision with other Consultant/contractors, with any of the men of the competent authority or with any other person in the NEID-III, CWC, Itanagar to execute the said works according to the terms and conditions of the said Contract.
6. The Consultant/contractor has not been influenced by any statement or promise of the NEID-III, CWC, Itanagar or the competent authority but only by the Contract Document.
7. The Consultant/contractor is financially solvent.
8. The Consultant/contractor is experienced and competent to perform the Contract to the satisfaction of the competent authority.
9. The statement submitted by the Consultant/contractor is true.
10. The Consultant/contractor is familiar with all general and special Laws, Acts, Ordinances, Rules and regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

(Signature)

Date: _____

For and on behalf of the Consultant/contractor.

Full Address with e-mail _____

FORM-C: Bid Security Declaration

Bid Security Declaration: Bidder shall submit the following Declaration as given below:

I/We..... (Name of the Bidder) do hereby solemnly affirm and declare that if I/We Withdraw or modify my/our bid after the bid opening during the period of bid validity and Extension thereof, I/We will be suspended from participating in future tenders of the NEID-III, CWC, Itanagar for a period of 2 (two) years from the date of issue of notice of such suspension by the NEID-III, CWC, Itanagar.

Place, date

(Signature)

(Name of Signatory, duly authorized to sign the
bid on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)

FORM-D: POWER OF ATTORNEY FORM
[On Non-Judicial Stamp Paper of Appropriate to value]
(Bidders shall submit as Form-D Power of Attorney online)

To,

The Executive Engineer
North Eastern Investigation Division-III,
CWC, Itanagar, Arunachal Pradesh

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,(Name)....., (Title)..... of M/s.(Name of the Company), lawfully authorized to represent and act on behalf of the said company, a company formed and existing under the laws of(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at (Complete address) (THE “EXECUTANT”) does hereby make, constitute and appoint Mr.(name of Attorney), (Title) of M/s. (Company), whose signature appears below, to be the true and lawful attorney, and authorise said Attorney to conduct negotiations with NEID-III,CWC, Itanagar (THE “OWNER”), to sign the tender and Contract Agreement, and to execute all the necessary matters related thereto in the name and on behalf of the said company in connection with GeM Bid for Work for **“Tender for Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.”**

issued by NEID-III, CWC, Itanagar (THE “OWNER”). Whereas the undersigned is fully authorized to deliver such Power of Attorney to above named person/Company.

And We the Company above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all whatsoever the said Attorney quotes in the Bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Company as if done by itself. In witness whereof, this Power of Attorney is duly signed on

Signature of Attorney Attested

For (Name of the EXECUTANT)

Signature of Attorney.....

(Signature of Authorized representative.....)

Attested by.....

(Name of Authorized representative.....)

(Designation of Authorized representative.....)

(Seal of the Company

Witness:

Signature:

Name:

Designation:

Notarized/ legalized

Notes:

- ❖ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ❖ Bidder should submit for verification the extract of the charter documents and documents such As a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.
- ❖ Strike out the form, if not applicable for the bidder.

FORM-E: UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE (WHEREVER APPLICABLE) WITH CERTIFICATES FROM CONCERNED AUTHORITIES

(Bidders, who are registered as Micro/Small Enterprises shall submit the undertaking online)

1. I/We confirm that the provisions of Micro and Small Enterprise are applicable to us and our Organization falls under the definition of the following Category:
- i.– Micro Enterprises
 - ii.– Small Enterprises

Please tick in the appropriate option box [] and attach relevant documents/certificate* issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- District Industries Centers (DICs)
- Khadi & Village Industries Commission (KVIC)
- Khadi & Village Industries Board (KVIB)
- Coir Board
- Directorate of Handicrafts and Handloom
- MSEs registered under Udyam Registration (UR) portal
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises
- (M/o MSME)

* The registration certificate issued from any one of the above agencies must be valid as on close date of the tender.

2. I/We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated _____

Signature of Bidder _____

FORM-F: Documents for verification of local content, as per Clause 8.10 (v) (III) of ITB of GeM Bid Document

{Bidder shall submit following undertaking online}

I/We (Name of the Bidder) certify that the local content in the item offered is% of the total value of the tendered work, and the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier (strike out whichever is not applicable for the bidder) for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 (latest revision dated 16-09-2020) of DPIIT, Government of India against the GeM Bid No.....Dated.....

The details of the location(s) at which the value addition is made are given below:

- 1
- 2

Dated

Signature of Bidder

FORM-G: Declaration of Bidder covering Clause of ITB of GeM Bid Document
(Bidders shall submit this DECLARATION online)

I/We..... (The "Bidder") does hereby solemnly affirm and declare as follows:

- a) Participation of the Bidder is not barred by any sanction issued by the UN Security Council.
- b) The bidder is not affiliated with a firm or entity that has provided consulting services related to the Works to the Borrower during the preparatory stages of the Works or of the Project of which the Works form a part, or that has been hired (or is proposed to be hired) by the Borrower as Engineer-in-Charge / Competent Authority for the Contract.
- c) The bidder is not legally barred from the procurement process in India on any grounds including previous violations of regulations on fraud or corruption.
- d) Participation is not allowed for those Bidders or Sub-Consultant/contractors to be contracted for considerable portions of the Contract or Enterprises, economically intertwined with the NEID-III, CWC, Itanagar in India and/or State Controlled Enterprises that are not legally or financially independent.

Date

(Signature)

(Name of Signatory, duly authorized to sign the bid on
behalf of the Bidder (In block letters))

(Designation / Title of Signatory)
(Seal of the Bidder)

FORM-H: Declaration of Bidder covering Clause of ITB of GeM Bid Document
(Bidders shall submit this DECLARATION online)

1. I/We..... (the "Bidder") do hereby solemnly affirm and declare as follows: I/We undertake that it shall not engage in corrupt or fraudulent or collusive or coercive or restrictive practices as defined in Clause of ITB of GeM Bid Document in competing for the award of the works described therein pursuant to the said NIB and, in the event of the award of works upon the acceptance of the bid of the Bidder pursuant to the said NIB, in the execution of the works under the resultant Contract and shall strictly observe and comply with the stipulations contained in this behalf in the NIB as also under all the laws in force in India.
2. I/We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect, the Bidder has neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with its bid, nor will the bidder offer or grant any such incentives or conditions in the present procurement process or in the event that the Bidder is awarded the contract, in the subsequent execution of the contract.
3. I/We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. The bidder undertakes to comply with the Core Labour Standards ratified by the country of India. The Bidder will inform its staff about their respective obligations and about their obligation to obey the laws of the country of India. I/We undertake that it, either directly in its own name or indirectly in any other name, in carrying out of its business, has not been charge sheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of Bid submission; been involved in the Corruptor Fraudulent or collusive or coercive Practices as defined in Clause 12.2(ii), ITB of GeM Bid Document; made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.
4. I/We further declare and covenant that it has neither been declared ineligible/blacklisted/debarred from pre-qualification, participating or bidding in/award offenders/projects/works/bids, nor had any contract terminated on account of defaults/poor performance/failure to execute the awarded works, discharge any obligations or abandonment of any works/contracts by Govt. of India or State Government or Govt. Organizations (Central as well as State) or Govt. Departments (Central as well as State) or any PSU(Central as well as State) or World Bank or Asian Development Bank or autonomous Bodies and Companies or Statutory Authorities or other Govt. Authorities, as on the latest date of

Place, date

(Signature)

(Name of Signatory, duly authorized to sign the
bid on behalf of the Bidder (In block
letters))

(Designation / Title of Signatory)/ (Seal of the Bidder)

FORM-I: Certificate regarding Compliance

[Bidder shall submit following Certificate online]

I/We (Name of the Bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to Consultant/contractors from such countries as given in Order (Public Procurement No. 1) dated 23rd July, 2020 vide No. F.No.6/18/2019-PPD, to be read in conjunction with Order (Public Procurement No. 2) Dated 23rd July, 2020 vide No.F.No.6/18/2019-PPD, both issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India . I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a consultant/contractor from such countries unless such Consultant/contractor is registered with the Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Place, date

(Signature)

(Name of Signatory, duly authorized to sign the
bid on behalf of the Bidder (In block
letters))

(Designation / Title of Signatory)

(Seal of the Bidder)

[B]
DATA SHEET

DATA SHEET 1: Consultant/contractor's- Organization

Name of Bidder:

[Provide here a brief (limited to two pages) description of the background and organization of consultant/contractor / entity and each associate for this assignment.]

Place, date

(Signature)
(Name of Signatory, duly authorized to sign the
bid on behalf of the Bidder (In block
letters))
(Designation / Title of Signatory)
(Seal of the Bidder)

DATA SHEET 2: Consultant/contractor's Relevant Experience (in last 5 (Five) years and Details of ongoing works or works of contractually committed)

Name of Bidder:

(Use separate sheet for each LOA / PO ref.)

Sl. No	Items	Particulars Required	Reference (Attachment for details)
1	Purchased Order No/LOA Number/Contract No.	Copy of Purchase order/LOA	
2	Title of the Project with Installed Capacity & Location		
3	Scope of work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
4	Clients Details	Name; Contact person's Name & Telephone Number, Official E-mail. Please specify if the client is Govt./CPSU/PSU	
5	Contract Value of Project	Provide particulars on Contract value	
6	Schedule time of completion		
7	Actual Time of completion	Date of start of work and Date of completion may be furnished	
8	Project/ work Completion certificate	Completion Certificate/ letter issued by client	
9	Manpower deployed	Details of manpower deployed and their roles in the project	
10	Name of associated Consultant/contractors, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	

Note:

- Supporting documents from Client certifying Consultant/contractor's scope of work and having completed the same satisfactorily required.

2. The scope of works of previous experience shall be commensurate with Clause of ITB.
3. In the absence of supporting certificates from the client, such experience/ work shall not be considered for evaluation.

Place, date

(Signature)

(Name of Signatory, duly authorized to sign the
bid on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)

(Seal of the Bidder)

DATA SHEET 3: Deployment of Key personnel and their experience

Name of Bidder:

Data Sheet-3(A): Team Composition and Task Assignments

Place, date

(Signature)
(Name of Signatory, duly authorized to sign the
bid on behalf of the Bidder (In block letters))
(Designation / Title of Signatory)
(Seal of the Bidder)

DATA SHEET 3(B): DETAILS OF PROFESSIONALS

(To be given only for the categories listed in "Team Composition and Task Assignments" Form)

Name of Bidder:		
1	Name	
2	Age *	
3	Nationality	
4	Qualification	
5	Date since when the professional has been in employment with consultant/contractor's organization	
6	No. of similar assignments carried out	
7	Total No. of years of Professional Experience	
8	Details of relevant project and experience (such as roles and responsibilities, details of project such as detail of customer, description and any other details regarding the	
9	Period of Association with the Organization:	
10	Detailed Tasks Assigned: [List all tasks to be performed under this assignment	
11	<p>Work Undertaken that Best illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>	

DATA SHEET -4: FINANCIAL Capability

Name of Bidder:

Bidders should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders summarizing actual assets and liabilities in INR.

Fill in the blanks for each of the last 5 (five) financial years, duly certified by Chartered or Public Accountant or Chamber of Commerce or Banks.

		Year I	Year II	Year III	Year IV	Year V
1	Share Capital					
2	Paid up Capital					
3	Free Reserve (gross)					
4	Unallocated balance surplus					
5	Expenses not written off					
6	Total current assets					
7	Total cash and deposits					
8	Deposits with bids or otherwise as guarantees (due within ninety (90) days)					
9	Amounts receivable from completed contracts (due within ninety (90) Days)					
10	Amounts receivable from completed contracts after retention (due within ninety (90) days)					
11	Stocks and bonds at present market value					
12	Any other current assets (due within ninety (90) Days)					
13	Closing stock if any					
14	Total current liabilities (give in details)					
15	Total assets					
16	Total liabilities					
17	Contingent Liability (give in details)					
18	Total profit before tax					

Topographical and Strip Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour) of Buroi Irrigation Project in Biswanath District of Assam by Unmanned Aerial Vehicle (UAV)

19	Turnover from Contracting during the financial year					
20	Amount of balance					

21. Date of balance
(Day) (Month) (Year)

22. Exchange rate adopted if
Any for the equivalent in
US\$:

23. Bank references and
Address

24. Credit Line Instruction (list of names of institutions and maximum Credit Line;
attach respective letters from sureties)
Maximum Amount in INR
.....
.....

19. Current Solvency
Certificate (Certificate indicating amount.)
Notes:
Item 1: The amount for share capital shall include retained earnings.
Item 19: Attach respective letters from banks (Bank Credit Letter).
.....
(Place and Date
(Name and Signature of Authorized Representative)

Dated_____ Signature_____

DATA SHEET 5: Declaration assuring availability of the proposed professional

Name of Bidder:

DECLARATION

(On the letterhead of consultant/contractor)

To,
The Executive Engineer
North Eastern Investigation Division-III,
CWC, Itanagar, Arunachal Pradesh.

Dear Sir,

Sub: Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.

It is hereby declared that all the professionals whose CVs /professional details have been enclosed with our proposal shall be available for the proposed assignment in case of award of the consultancy contract to us. Their availability is assured by us for the assigned task.

Date:

Signature of authorized signatory

Name: _____
Designation: _____
Organization: _____
Date & Place: _____
Phone/Fax/Mobile/Email _____

DATA SHEET 6: No Deviation Certificate

Name of Bidder:

1. This is to certify that our offer is in complete conformity with your tender for “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.
2. Any undeclared deviation coming into notice of the Owner shall be treated as withdrawn.

Signed by Authorized Signatory:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

DATA SHEET 7: Information / Documents required for evaluation

Name of Bidder:

1. Project Completed:

Consultant/contractor/Bidder shall submit the details of similar assignment and completion certificate issued by the client. It should include name and address of client, Title & description of projects, Methodology used, scheduled time of completion, actual time of completion, Cost of project, details of manpower deployed.

2. Qualification & Experience for Key & Support Professionals:

Consultant/contractor/Bidders are required to provide the work profile/CV/Resume of key professionals to be deployed for the work/assignment viz. qualification, experience in the related field with name of project(s), and role assigned etc. (As per enclosed format). The experience shall be considered up to last date of submission of bid. In addition, Consultant/contractor/Bidders are required to provide the documents in support of employment of key personnel in consultant/contractor's organization.

3. Methodology & Work Plan and Tools Adopted:

Bidders shall submit the detailed methodology to be adopted to execute the work and work plan with details of process and time schedule for the completion of the work.

4. List of Mandatory Documents:

Bidders are required to submit the following documents for evaluation purpose:

- i. Copy of Memorandum of Association (MOA) of company and other relevant documents.
- ii. Copy of Letter of Award / Purchase orders /Contract order generated in GeM/ Work Order/ Contract Order given by Clients only for similar nature of assignment including name and address of client, title of project, value of project, schedule time of completion, actual time of completion, Completion/work completion, technology used, contact persons with phone number & email-id, Details of manpower deployed.
- iii. Detailed Curriculum Vitae (including Educational/professional qualification, details of project handled and role assigned in the project, methodology/technology used, clients name and address & phone no, etc.) of Project/Team leader and other professionals to be deployed, along with documentary proof of all above mentioned.
- iv. Detailed Methodology.
- v. Work Plan.
- vi. Tools Adopted.

Date

(Signature of the Consultant/
Contractor with Seal)

ANNEXURE-I

To,
The Executive Engineer
North Eastern Investigation Division-III,
CWC, Itanagar, Arunachal Pradesh.

Sub: GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

DESCRIPTION OF WORK/ SERVICE: Hiring of Consultant/contractor for “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a. Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b. The names of the authorized persons who would be supervising the jobs on day-to-day basis from our end are the following:
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c. Due notice would be given for any change of personnel under item(b) above.
- d. We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the NEID-III, CWC, Itanagar Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e. We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f. All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g. We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE law by the sub or sub-contractors.
2. Every person deployed by the contractor must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. It will be the Contractor's sole responsibility to ensure that the persons engaged by him use the proper PPE while at work. All the safety gears are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the Company who shall be supervising the contractor's work.
5. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
6. It will be entirely the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory rules. The crew members will not refuse to follow any instruction given by representative for safe operation.
7. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
8. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
9. The contractor shall have to report all incidents including near miss to departmental representative of the concerned department of NEID-III, CWC, Itanagar.
10. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
11. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
12. To arrange daily tool box meeting and regular site safety meetings and maintain records.

13. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
14. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
15. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
16. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
17. The contractor should prevent the frequent change of his contractual employees as far as practicable.
18. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

ANNEXURE-II

To,
The Executive Engineer
North Eastern Investigation Division-III,
CWC, Itanagar, Arunachal Pradesh.

Sub: Undertaking of authenticity of information/documents submitted

Ref: Hiring of Consultant/contractor for “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.”

Sir,
With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us. We take full responsibility for the submission of authentic information/documents against the above cited bid. We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, NEID-III, CWC, Itanagar has right to reject our bid at any stage including forfeiture of our PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

SERVICE LEVEL AGREEMENT (SLA)

[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement on Non-Judicial Stamp at appropriate to value]

This Agreement is made on ____ day of _____ between Executive Engineer, NEID-III, CWC, Itanagar and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS, the department (NEID-III, CWC, Itanagar) desires that work _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as NEID-III, CWC, Itanagar may require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the NEID-III, CWC, Itanagar as per SOW attached herewith for this purpose;

WHEREAS, Executive Engineer, NEID-III, CWC, Itanagar has issued a firm Letter of Award No. (Contract Order No.). _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide _____; and

WHEREAS, the Contractor has furnished to NEID-III, CWC, Itanagar the performance security in the form of _____ for Rs. _____ (being 10 % of contract amount).

All documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in NEID-III, CWC, Itanagar tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

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

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Schedule of Work, quantities, Units & Rates
- (b) General Terms & Conditions (GTC);
- (c) Special Terms & Conditions (STC).

3. In consideration of the payments to be made by the NEID-III, CWC, Itanagar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NEID-III, CWC, Itanagar to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The NEID-III, CWC, Itanagar hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Buroi Irrigation Project in Biswanath Chariali District of Assam as of the date shown in tender documents. Signed,

Signed, Sealed and Delivered,

For and on behalf of President of India

For and on behalf of Contractor

(M/s-----)

Signature -----

Signature-----

Name -----

Name-----

Status-----

Status-----

In Presence of:

1. -----

1-----

2-----

2. -----

GENERAL TERMS & CONDITIONS:

1. The agency is expected to mobilize immediately after issue of Detailed Work Order/ Contract Order to start the work physically at site. The agency shall be responsible for taking all the relevant approvals for operation of equipment for this work. The client will however facilitate any inputs in this regard.
2. The agency shall maintain at site for the entire duration of the work Certified Drone/ UAV Pilot and qualified Site Engineer/ In-charge (Minimum diploma in civil engineering, preferably degree in civil engineering) with experience of GIS, surveying, mapping & drafting along with use of required software and hardware for compilation of drawings and data in proper format. The agency shall be required to nominate a nodal person with experience and practical knowledge of the latest technologies like Unmanned Aerial Vehicle Drone/ UAV Photogrammetry, LiDAR etc. in addition to site engineer who will be responsible for resolving all queries and clarifications of NEID-III, CWC, Itanagar in connection with various contract related stipulations. The Name, contact address and mobile no. of nodal person & Site Engineer/ In- charge shall be intimated to NEID-III, CWC, Itanagar on receipt of Detailed Work Order/ Contract Order.
3. Survey agency shall not sublet the work to a third party.
4. The Calibration certificate of the instruments to be used for the survey should be submitted to NEID-III, CWC, Itanagar after issuing of the Detailed Work Order/ Contract Order/Contract Order.
5. As stated earlier, the total area to be surveyed will be about 129 Square Km, however, it may decrease or increase during the course of survey and the same will be informed to the party and the party will not have any claim for the revision of rate especially in the case of decrease in area to be surveyed. The actual payment will be based on the actual area surveyed by the party and unit rate quoted by them.
6. Deployment of Resources:
 - a. The work shall be carried out by deploying adequate number of qualified & experienced professionals and equipment so as to ensure completion of work within the specified time. The number of technical staff & equipment shall be augmented as per required progress of the work in order to complete the work in time.
 - b. NEID-III, CWC, Itanagar shall have right to reject any person/ equipment found unsuitable for the project and the agency shall replace the same immediately without any extra cost to NEID-III, CWC, Itanagar and without affecting the progress of work.
 - c. List of equipment/ machineries required for the work shall be furnished to NEID-III, CWC, Itanagar prior to mobilization.
7. Methodology & Quality plan.

The agency shall submit methodology for carrying out the work before award of the work. The methodology shall cover the various details of instruments & specifications which shall be used for conducting the various activities of the control point survey, Topographical survey, data processing, cross sectioning and other activities as specified and completing the same in the stipulated time. The software proposed to be used for downloading, processing, and developing of draft cross sections and topo plan in land and water shall be

elaborated. A brief on a suitable quality plan which shall be followed to access the quality and quantity of work at site shall be mentioned.

8. The site engineer shall keep NEID-III, CWC, Itanagar representative apprised about the deployment of resources at site on day-to-day basis and a review meeting on mutually agreed time shall be held daily for review of the progress of activities taken up on that day along with next day programme. Merely informing NEID-III, CWC, Itanagar representative about completion of field activities shall not abdicate the agency from fulfilling the contractual requirement and discrepancy observed as per stipulations at any stage during operation of contract shall be rectified by agency at no extra cost to NEID-III, CWC, Itanagar.

9. CONTENT OF BIDDING DOCUMENT:

The GeM Bid Document shall comprise of documents viz. Instruction to Bidders and Forms & Data Sheets, General Terms & Conditions on GeM, Special Terms & Conditions (STC), Bid specific Additional Terms & Conditions (ATC), Price Schedule, Information to the Bidders and any other documents attached with the system generated GeM Bid Document/ Custom e-Bid floated on GeM portal, including the Amendments/ Corrigenda/Addenda issued thereto, in accordance with Clause below.

10. Clarification to Bid Documents:

- i. Before the opening of bids, the NEID-III, CWC, Itanagar may modify the bid documents by issuing Addenda/Corrigenda.
- ii. The CWC may extend the date of submission and opening of bids by issuing an Addendum/Corrigendum, if required, which shall form part of the bid documents. All such amendment/ Addenda/Corrigenda will be notified in the online portal of GeM i.e., <https://gem.gov.in>. Such amendment issued in GeM portal will be binding on the bidder. The bidders are requested to regularly visit the above portal for any amendment/ corrigendum.
- iii. Any Addendum/Corrigendum thus issued shall form part of the bid documents. The Owner / Purchaser shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.
- iv. Bidders may seek clarification, if any on the Bid Document. Such request for clarification/queries shall be submitted online in the GeM portal <https://gem.gov.in>, well before the date which is not later than 06 (six) days before the latest date of submission of Bids. After expiry of Clarification date & time, no query raised by intending bidder shall be entertained. If the query of any bidder is not addressed by Tendering Authority for any reason including irrelevant query, it shall be construed that bid conditions relevant to the bid query shall prevail. Clarification to any bid query which does not ask for any change in the bid condition shall not attract necessity of extension of the last date for submission of bids. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of bids. Purchaser's response/ clarification/ reply to such queries (but without identifying the source of inquiry) shall be uploaded in the portal <https://gem.gov.in> not later than 3(three) days before the latest date of submission of Bids.

- v. Note: The General Terms and Conditions (GTC) on GeM shall be those stipulated in the “Terms and conditions for Goods and Services” available on GeM portal.

These Conditions are subject to the variations and additions set out hereof entitled “Special Terms and Conditions (STC) of Contract”.

SPECIAL TERMS & CONDITIONS:

1. DEFINITIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 1.1 **“Government”** shall mean the Government of India or any State Government, as the case may be.
- 1.2 **"Approved"** shall mean approval in writing including subsequent written confirmation of previous verbal approval.
- 1.3 **"Bill of Works/Works"** shall mean the bill for Detailed Topographical and Hydrographical Survey for Tender for “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.”, included in the Contract(s) for the given scope of services.
- 1.4 **"Certificate of Completion"** shall mean the certificate to be issued according to Article hereof.
- 1.5 **"Equipment"** shall mean all appliances/equipment and things of whatsoever nature including all related spares or wearing parts in or about the execution, required for completion of the Contract.
- 1.6 **"Contract"** shall mean the Agreement between the Owner and the Consultant/contractor duly signed by the parties thereto, through their authorized representatives for the execution of the Works together with all the documents annexed/ attached therewith.
- 1.7 **"Contract Price"** shall mean the price to be paid for the performance of the Works to the Consultant/contractor.
- 1.8 **“Successful Bidder” or “Consultant/contractor”** shall mean the person or firm whose bid for the Works has been accepted to carry out the services and include its legal representatives, successors and permitted assigns.
- 1.9 **"Consultant/contractor’s Work Programme"** shall mean the Programme showing the order of sequence in which the Consultant/contractor intends to carry out the services within the Time for Completion stipulated in the Contract for completion of the services.
- 1.10 The word **"Cost"** shall be deemed to include overhead costs whether incurred on or off the site.
- 1.11 **"Day"** shall mean calendar day.
- 1.12 **"Drawings"** shall include maps, plans, sketches and tracings or prints thereto, as referred to and

incorporated in the Contract for execution of services. **“Strip, Reservoir Area, Command Area and Canal Alignment Survey of Buroi Irrigation Project in Biswanath Chariali District of Assam by Unmanned Aerial”**

- 1.13 **"Effective Date"** or **"Date of commencement"** shall mean the date on which the Contract shall come into effect as provided in **Article **** hereof.
- 1.14 **"Representative of Engineer-in-Charge / Competent Authority/ Competent authority"** shall mean the person(s) Engineer-in-Charge / Competent Authority/ Competent authority to perform such duties as may be assigned to him/them.
- 1.15 **"Expatriate"** shall mean any person who is not a resident of India but who is required in India for performance of this Contract with mutual consent in pursuance to the Contract.
- 1.16 **"Completion Certificate"** shall mean the certificate to be issued according to Article hereof.

2. INTERPRETATION OF CONTRACT DOCUMENT Special Terms & Conditions of Contract shall be read in conjunction with General Terms & Conditions on GeM.

- 2.1 In the Contract unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the Contract so requires. Words importing person shall include incorporated companies/registered association/body of individuals/firm of partnership as applicable in context thereof.
- 2.2 Where any provision of the GeM General Terms & Conditions is repugnant to or at variance with any provision of the Special Terms & Conditions, then the provisions of the Special Terms & Conditions shall be deemed to override the provisions of the GeM General Terms & Conditions and shall to the extent of such repugnancy or variation, prevail.
- 2.3 Wherever it is mentioned in the Contract that the Consultant/contractor shall perform certain work or provided certain facilities, it is understood that the Consultant/contractor shall do so at his own cost and the Contract Price shall be deemed to have included the cost of such performances and provisions so mentioned.
- 2.4 **Order of Precedence:**

The several documents forming the Contract are to be taken as mutually explanatory of one another. However, in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Engineer-in Charge/ Competent authority who shall thereupon issue to the Consultant/contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1. Contract generated in GeM
2. Contract Negotiation Agreement, if any
3. Technical Specification

4. Price Schedule & Schedule of Payments
5. Bid specific Additional Terms & Conditions (ATC)/SLA
6. Special Terms & Conditions (STC) of Contract
7. General Terms & Conditions (GTC) on GeM.
8. Instructions to Bidders and Tender Forms & Data Sheets
9. Information to the Bidders
10. Any other accepted document forming part of the contract.

3. ASSIGNMENT AND SUB-LETTING

- 3.1 Except as provided hereinafter, no part of the Contract or any share or interest therein shall in any manner or degree be transferred, assigned, or sub-let by the Consultant/contractor directly or indirectly to any person, firm or company whatsoever without the prior consent in writing of the Owner for which the Consultant/contractor shall give a written request to the Owner in advance of the proposed date of transfer, assignment or sub-letting. Such request for transfer, assignment or sub-letting shall contain:
- a. Its scope and estimated value in relation to the Contract Price;
 - b. experience of the transferee, assignee or sub-Consultant/contractor, in the related areas of work; Within 1 (one) weeks of the date of the receipt of request for consent pursuant to this Article, the Owner, after evaluating the capability of the sub-Consultant/contractor, shall either give consent in writing thereof or communicate its refusal.
 - c. Notwithstanding anything to the contrary contained herein, the Consultant/contractor shall remain solely responsible for any transfer, sub-contract, sub-letting or assignment pursuant hereto.
 - d. Notwithstanding any transfer, assignment or sub-letting with the approval of the Owner as aforesaid, the Consultant/contractor shall be and shall remain solely responsible and liable to the Owner for the quality and observance of all the conditions of the Contract in all respects, as if such transfer, assignment or sub-letting has not taken place and as if the work so transferred, assigned or sublet has been done directly by the Consultant/contractor.
 - e. Any action taken by the Owner under this Article shall not relieve in any manner whatsoever the Consultant/contractor of any of his liabilities and obligations under the Contract including Time for Completion or give rise to any right to compensation/extension of time or otherwise.

4. LANGUAGE

- 4.1 The language of the Contract shall be English.

4.2 All further documents and also correspondence in respect of the Contract shall be in English.

5. GOVERNING LAW AND JURISDICTION

5.1 The Contract shall be construed and interpreted in accordance with and governed by the Laws of India.

5.2 The Court stipulated at the place where the Head Quarter of the office is situated, viz. Guwahati, in the state of Assam in India shall have exclusive jurisdiction to entertain Civil Suits pertaining to the Contract.

6. SUFFICIENCY OF TENDER

6.1 The Consultant/contractor shall be deemed to have satisfied himself before signing of the Contract, as to the correctness and sufficiency of his tender for the services and prices as stated in the Contract. The Contract Price (subject to the terms, conditions and assumptions set forth elsewhere in the Contract) shall, except in so far as is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper fulfillment of the Works.

7. CONSULTANT/CONTRACTOR'S REPRESENTATIVES

7.1 The Consultant/contractor shall appoint representatives with adequate power/authority to represent him/them and to participate on his/their behalf in periodical and other meetings at NEID-III, CWC, Itanagar/ Buroi Project Site, as and when required, at its own cost. The Consultant/contractor shall be bound by all the statements made /action taken by its representatives.

8. PATENT RIGHTS/ROYALTIES

8.1 The Consultant/contractor shall save harmless and indemnify the Owner at all times from and against all claims and proceedings for or on account of use of or infringement of any patent rights, design trademark or name or other protected rights in respect of the whole or any part of the Contract thereof and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

8.2 In the event of any claim being made or action brought against the Owner arising out of the matters referred to in this Article 15.8, the Consultant/contractor shall be promptly notified thereof and shall, within reasonable time thereafter, take over conduct and conclude all negotiations for the settlement of the same and in the event of any litigation that may arise there from, take over and conduct the same, failing which the Owner shall, at Consultant/contractor's expense, conduct the negotiations for the settlement of the same and any litigation that may arise there from. The Owner shall not, unless and until the Consultant/contractor shall have been notified and shall have failed to take over the conduct of the negotiations or litigations, make any admission, which might be prejudicial thereto. In the event of the Consultant/contractor taking over the conduct of any negotiations or litigations as aforesaid, the Owner shall have the right to be represented at such

negotiations and litigations.

- 8.3 The Consultant/contractor shall, at his own cost, without prejudice to the provisions of this **Article 15.8**, have the right either to carry out such alterations or modifications of the services or any part thereof which are necessary to avoid the infringement without affecting the efficient operation of the Works or to produce a right to permit the use of the infringing part of the Works.

9. LABOUR AND COMPLIANCE WITH LABOUR / INDUSTRIAL AND OTHER LAWS.

- 9.1 The Consultant/contractor shall, at its expense, ensure due compliance with all applicable and governing Indian laws including industrial and labour laws, rules and regulations and bye-laws both of the Central and the respective State Governments of India and all other local authorities and shall keep the Owner harmless and indemnified in respect thereof.
- 9.2 The Consultant/contractor shall ensure due compliance with the provisions of the relevant Minimum Wages Act, Payment of Wages Acts, Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act, E.P.F. Act, MP Act'52 and schemes thereunder and other labour / industrial laws in force. The Consultant/contractor will obtain a separate EPF Code No. and get registered with RPF.
- 9.3 Except as it may be otherwise expressly provided in the Contract, the Consultant/contractor shall indemnify the Owner including every member, Officer and employee of the Owner, and the Engineer-in-Charge / Competent Authority and his staff against all actions, proceedings, claims, demands, costs and expenses what-so-ever which may be made against all or any of them for or in respect of or arising out of any failure by the Consultant/contractor including its sub-Consultant/contractor in the performance of his obligations under the Contract. The Owner shall not be liable for or in respect of any damages or compensation payable by law or otherwise in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Consultant/contractor or his sub-consultant/contractor and the Consultant/contractor shall indemnify and keep indemnified at all times the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses what-so-ever in respect thereof or in relation thereto. If in respect of the aforesaid, any claim is made on the Owner, the Owner shall promptly notify the Consultant/contractor of the same and thereafter, the Consultant/contractor shall take over and be fully responsible for the defense or otherwise of such claim.
- 9.4 Should the Owner have to pay any money in respect of claims or demands as aforesaid, pursuant to an order of a court/tribunal or any Government or local Authority the amount so paid and the costs incurred by the Owner shall be charged to and be paid by the Consultant/contractor to the Owner and the Consultant/contractor shall not be at liberty to dispute or question the right of the Owner to make such payments. However, intimation of any such payments made by the Owner shall be made to the Consultant/contractor.

10. WEIGHTS, MEASURES AND STANDARDS

- 10.1 All weights and measures, computations, computer programmes, plans, schedules, notes and drawings shall utilize the international metric system.

11. SUSPENSION OF WORK

The Consultant/contractor shall in no way suspend or delay any part or whole of the Works, assigned to the Consultant/contractor for any reasons whatsoever. Clause of this Part for liquidated damages shall apply in the event of time overrun due to reasons attributable to the Consultant/contractor.

12. EFFECTIVE DATE - DATE OF COMMENCEMENT

- 12.1 The Effective date or Date of Commencement of the work shall be from the date of award of Contract, provided that the following condition has been fulfilled from the date of notification:

12.2 Delivery to the Owner of the Contract Performance Guarantee within 07 days as mentioned in clause No 18.1.

13. TIME FOR COMPLETION

- 13.1 The time for completion of the work, as contained in Technical Specification, shall be 90 (Ninety) days from the date of award of contract. As such, the Contract shall expire when, pursuant to the provisions of the Bid document, the services would be completed in all respects.

14. EXTENSION OF TIME

- 14.1 The Consultant/contractor shall be responsible for performance of his services in accordance with the works Programme accepted by the Owner.
- 14.2 However, if the Works are delayed on account of the following events and affect the Time for Completion of the Services; suitable extension in completion period shall be given:
- i) Force Majeure as defined in Article,
 - ii) Any other clause which, in absolute discretion of the Engineer-in-Charge / Competent Authority/competent authority is beyond the Consultant/contractor's control.

15. WORKING HOURS

- 15.1 The Consultant/contractor shall suitably plan the working hours for the manpower engaged so as to complete the Works within the stipulated time duly complying with the Statutory laws.

16. COMPLETION CERTIFICATE

- 16.1 Completion Certificate shall be issued by the Engineer-in-Charge / Competent Authority to the Consultant/contractor after 15(fifteen) days of successful completion of the scope of work in all respect as defined in Technical Specification of the Bid Document.

17. EXTENSION OF GENERAL LIABILITY

- 17.1 Except as otherwise specifically provided in the Contract, neither party shall be liable to the other party for any indirect or consequential loss/damage, including damages for loss of profit or use of the services, provided however, that the aforesaid shall not be construed so as to relieve either party from its obligations under the Contract and the Consultant/contractor from his liability for liquidated damages in accordance with the provisions of the Contract.
- 17.2 In all cases, the party establishing a breach of Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that he can do so without unreasonable inconvenience or cost.
- 17.3 In the event of any claim being made against the Owner or any liability arising on the part of the Owner in respect of which the Consultant/contractor may be liable under the Contract, the Consultant/contractor shall be promptly notified thereof, and he may, at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. The holding by the Consultant/contractor of such negotiations or litigation shall be conditional upon him/them, having first given to the Owner such reasonable security as shall, from time to time, be required by the Owner to cover the amount ascertained or agreed or estimated as the case may be, of any compensation, damages, expenses and costs for which the Owner may become so liable. The Owner shall, at the request of the Consultant/contractor, afford all available assistance for any such purpose and shall be repaid all reasonable costs incurred in so doing.

18. CONTRACT PERFORMANCE GUARANTEE

- 18.1 The Consultant/contractor shall, for due performance of the Contract, within a period of 07 (Seven) days from the date of award contract, deliver to the Owner a Contract Performance Guarantee in the form of Bank Guarantee(s) for an amount equal to 10% (ten percent) of the Contract Price in the respective currencies as per the Bank Guarantee Format for Performance Security, as provided in GeM portal. Bank Guarantee(s) shall be issued by an Indian Nationalized / Scheduled bank or a foreign bank notified as a Scheduled bank under the provisions of the “Indian Banking Companies Regulation Act.” through any of its branches in India.
- 18.2 The Contract Performance Guarantee shall be released to the Consultant/contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations under the contract. The Bank Guarantee(s) shall remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Consultant/contractor. No interest shall be payable the Consultant/contractor by the CWC against the Contract Performance Guarantee.
- 18.3 Should the contract period, for whatever reason be extended, the Consultant/contractor, shall at his own cost, get the validity period of Bank Guarantee in respect of Contract Performance Guarantee furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Owner, 30 (thirty) days before the expiry date of the Bank Guarantee originally furnished.
- 18.4 The cost of complying with the requirements of this Clause shall be borne by the

Consultant/contractor.

19. PAYMENT AND CERTIFICATES

- 19.1 Payment shall be released to the Consultant/contractor in phased manner as per Schedule of Payments as contained in Price Schedule / BOQ and Schedule of Payments of Bid Document. Interim running bills shall be submitted by the Consultant/contractor to the Engineer-in-Charge / Competent Authority or his authorized representative.
- 19.2 Payment against the Consultant/contractor's bills shall be made by the NEID-III, CWC, Itanagar as per the guideline given below:
- No advance payment shall be made.
 - Taxes as applicable as per the Central & State Govt. directive shall be deducted at source from the bill of the Consultant/contractor by the Owner. Claim for exemption if any, shall be supported by necessary exemption certificates by the Consultant/contractor well before time.
 - All bank charges shall be to the Consultant/contractor's account.
 - Deduction from Contract Price: Costs, charges, damages or expenses of any nature for which the Consultant/contractor is liable to the Owner under the Contract shall be deducted by the Owner from payments of the Contract Price or any amount due on any other account to the Consultant/contractor from the Owner and/or shall be recoverable by invoking/enforcing one or more of the Bank Guarantees furnished by the Consultant/contractor. Such deduction shall constitute a valid discharge of the obligation of the Consultant/contractor to make the payment to the Owner.
 - Payment for the Consultant/contractor's running Bills shall be released within 30 (thirty) days from the date of submission of the technically clear bill subject to acceptance by the Engineer-in-Charge / Competent Authority.
 - Paying Authority: All payments shall be made by the Executive Engineer, NEID-III, CWC, Itanagar, who shall release the payment based on certification by the Competent Authority.
 - Payment under the Contract shall be made in Indian currency and deemed to have been made, on the date of release of payment by the Owner.
 - Mode of Payment: All payments due to the Consultant/contractor shall be disbursed under e-payment system. The Engineer-in-Charge / Competent Authority or his authorized representatives will verify and certify the Consultant/contractor's bills, indicating payment instructions (full bank details) for disbursement. The successful Bidder shall have to furnish the following information for receiving payment against the Consultancy work through e-payment system:

1.	Name of Beneficiaries	2.	Name of Bank
3.	Branch of Bank	4.	IFSC Code of the Branch
5.	Account Number	6.	City/Town
7.	Fax and Telephone Numbers	8.	E-mail address.

- 19.3 Withholding payments: - This office may withhold the whole or part of any payment for the work claimed by the Consultant/contractor, which in the option of this office is necessary to protect itself from loss on account of:
- Defective work not remedied or guarantees not met;
 - Failure by the Consultant/contractor to make due payments for materials or labour employed by him;
 - Claims filed against the Consultant/contractor;
 - Loss to another Consultant/contractor directly employed by this office;
 - Insufficient progress as compared with milestones;
 - Damage or loss of property or equipment of this office;
 - If legal case is instituted by the local/government for default of the Consultant/contractor. When the grounds for withholding payments are removed, payments of the amount due to the Consultant/contractor shall be made by this office without delay.
- 19.4 Deviation:
- The Engineer-in-Charge / Competent Authority shall have power to make any deviations in the Technical Specification or Price Schedule/ BOQ or the scope of works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the services/works. In the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge / Competent Authority, be desirable, he will also have the powers to make deviations, such as: a. variations, b. extra item, c. additions/omissions and d. alterations or substitution of any kind. No such deviations, as aforesaid, shall, in any way, vitiate or invalidate the Contract and any such deviations which the Consultant/contractor may be directed to do shall form integral part of the Contract as if originally provided therein, and the Consultant/contractor shall carry out the same on the same conditions in all respects on which he agreed to do the services under the Contract.
 - The amount for the Consultancy work quoted in Price Schedule/ BOQ, which is Lump Sum shall remain fixed for the entire scope of services as described in Price Schedule.
- 19.5 Cost of materials and components not specifically stated in any item of predefined Milestones but are necessary for satisfactory completion of the said item as per Specifications in all respect, shall be deemed to have been included in the scope of work for which no extra claim shall be entertained.
20. **PRICE ADJUSTMENT**

This is a fixed Lump Sum cost contract with firm price. No price adjustment shall be admissible against the Contract and no claim in this regard shall be entertained during the entire period of

contract.

21. TAXES & DUTIES

- (I) The Consultant/contractor's quoted prices are deemed to be inclusive of all applicable Indian & Non-Indian Taxes, Duties, Levies, Royalties, Income Tax, Professional Tax, etc. that may be leviable by Government or any other agency and lawfully assessed against the work during currency of the contract. All applicable Taxes, Duties, Levies etc. shall be paid directly to the authority concerned by the Consultant/contractor. The Consultant/contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.
- (II) Tax Deduction at Source/With-holding of Tax, as applicable under various Indian tax laws will be affected from the bills. The NEID-III, CWC, Itanagar shall issue Tax Deduction Certificates on the said deductions as per the relevant tax law. Income Tax and surcharge thereof leviable as per the taxation laws of India on the Consultant/contractor's company or its personnel in respect of income arising in favor of either of the Company or its personnel under this Contract, shall be the absolute liability of the Consultant/contractor and not of the Owner. Payments stipulated under this Contract Agreement shall be made by the Owner to the Consultant/contractor after deduction of income tax at source at the applicable rates. The Owner shall provide the Consultant/contractor with certificates for tax deducted at source. In this connection, attention of the Bidders is invited to the provisions of Indian Income Tax Act and Corporate Tax Act and any other circular issued by the Central Board of Direct Taxes, Government of India from time to time.
- (III) If direct payment of taxes, duties etc. which are the liability of and are to be borne by the Consultant/contractor as above, is not permitted by Indian law or regulations and/or if any deduction or withholding in respect of such taxes, duties etc. shall be required to be made, the Owner shall pay the sums due to the Consultant/contractor after making such deduction or withholding as may be required by the relevant law/regulations and the Consultant/contractor shall receive only the net sum available after such deduction/withholding. The sums so deducted/withheld shall be deposited by the Owner with the relevant Authorities on behalf of the Consultant/contractor, as per applicable law/regulation. Immediately thereafter, the Owner shall inform the Consultant/contractor of the detailed calculations of such deductions and shall provide the Consultant/contractor with the corresponding receipts from the tax authorities.
- (IV) The Consultant/contractor and all its expatriate personnel shall be responsible for timely and prompt filing of all returns, documents, estimates, accounts, information and details complete and accurate in all respects as may be required under the applicable laws/regulations in India by the appropriate Authorities in India. In case the Consultant/contractor or any of its expatriate personnel do not comply with the above requirements, which results in any penalty, interest or other liability, the same shall be solely borne by the Consultant/contractor.
- (V) Each party hereby agrees to indemnify and keep indemnified and saved harmless at all times the

other party against any loss, cost, expense or damage suffered or incurred by it by reason of the party which has failed to pay taxes, duties/levies etc. which it is obliged to pay pursuant to the provisions of this Article 21 and/or arising out of its failure to comply with its obligations under such provisions.

22. DEFAULT OF CONSULTANT/CONTRACTOR

- 22.1 If the Consultant/contractor becomes bankrupt, or has a receiving order made against him or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favor of his creditors, or shall agree to carry out the Contract under a Committee of inspection of his creditors, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or a petition for winding up is filed by or against the Consultant/contractor, or if the Consultant/contractor shall assign the Contract without the prior consent in writing of the Owner, or shall have an execution levied on his goods, or if the Engineer-in-Charge / Competent Authority shall certify in writing to the Owner that, in his opinion, the Consultant/contractor has abandoned the Contract, Then the Owner may, after giving 8 (eight) days' notice in writing to the Consultant/contractor, expel the Consultant/contractor therefrom without thereby avoiding the Contract or releasing the Consultant/contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Owner or the Engineer-in-Charge / Competent Authority by the Contract, and may himself complete the Services or may employ any other Consultant/contractor to complete the Services at the risk and cost of the Consultant/contractor.
- 22.2 If the Owner expels the Consultant/contractor under this Article 22, he will not be liable to pay to the Consultant/contractor any money on account of the Contract and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Owner have been ascertained and the amount thereof has been received by the Owner. The Consultant/contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer-in-Charge / Competent Authority may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Consultant/contractor on due completion by him, then the Consultant/contractor shall, upon demand, pay to the Owner the amount of such excess and it shall be deemed a debt due by the Consultant/contractor to the Owner and shall be recoverable accordingly by the Owner from the amounts realized by encashing the Contract Performance Guarantee or other Guarantees or otherwise recovered from the Consultant/contractor, including from money due to the Consultant/contractor on any other account, whatsoever.
- 22.3 The Consultant/contractor shall not neglect to execute the services with due diligence and expedition or shall not refuse or neglect to comply any reasonable orders given to him, in writing, by the Engineer-in-Charge / Competent Authority in connection with the services or shall not contravene the provisions of the Contract.

23. FORCE MAJEURE

23.1 In the event of either party being rendered unable by Force-Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which the effect of the force majeure event lasts. During the Force Majeure, the cost and loss sustained by either party shall be borne by the respective parties. Each party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

23.2 In this Clause, “Force Majeure” means an exceptional event or circumstance:

- a. which is beyond a Party’s control,
- b. which such Party could not reasonably have provided against before entering into the Contract,
- c. which, having arisen, such Party could not reasonably have avoided or overcome, and
- d. which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war,
- iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel,
- iv. munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and
- v. natural catastrophes such as earthquake, hurricane/ Cyclone, floods, lightning, typhoon or volcanic activity.

23.3 Upon the occurrence of any such cause, and upon its termination, the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately, but not later than 72 (seventy-two) hours of the alleged beginning and ending thereof. Within 15 (fifteen) days after ending of such occurrence, a communication shall be given to the other party, giving full particulars and satisfactory evidence in support thereof.

23.4 Time for performance of the relative obligation suspended by the force majeure shall stand extended pursuant to **Article 14** hereof to the extent the effect of such occurrence affects the overall completion schedule of the Works i.e., TIME FOR COMPLETION.

24. SETTLEMENT OF DISPUTES

- 24.1 If a dispute of any kind, whatsoever, arises between the NEID-III, CWC, Itanagar and the Consultant/contractor in connection with, or arising out of, the Contract or the execution of the services under the said Contract, whether during the execution of the work or after completion thereof and whether before or after repudiation or otherwise termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer in-Charge/Competent Authority, such reference shall state that it is made pursuant to this Clause. Not later than 60 (sixty) days after the day on which he receives such reference, the Engineer in-Charge/Competent Authority/Competent authority shall give notice of his decision to the Consultant/contractor. Such decision shall state that it is made pursuant to this clause. Unless the Contract has already been repudiated or terminated, the Consultant/contractor shall, in every case, continue to proceed with the services with all due diligence and the Consultant/contractor and the NEID-III, CWC, Itanagar shall give effect forthwith to every such decision of the Engineer in-Charge/Competent Authority, unless and until the same shall be revised, as hereinafter provided, or by amicable settlement or through a settlement agreement / an arbitral award.

If the Consultant/contractor is not satisfied with any decision of the Engineer in Charge/Competent Authority, or if the Engineer in-Charge/Competent Authority fails to give notice of his decision on or before the 60th (sixtieth) day after the day on which he receives the reference, then the Consultant/contractor may, on or before the 45th (forty fifth) day after the day on which he receives notice of such decision or on or before the 45th (forty fifth) day after the day on which the said period of 60 (sixty) days expires, as the case may be, give notice to the NEID-III, CWC, Itanagar of his intention to refer the matter in dispute to either Conciliation under Sub-clause 24.3 or Arbitration under Sub-clause 24.4 as hereinafter provided. Such notice shall establish the entitlement of the party giving the same to commence Conciliation / Arbitration, with regard to such dispute which is subject to Sub-clause 24.3 or 24.4, which stipulates that no Conciliation/ Arbitration in respect thereof may be commenced unless such notice is given. If the Engineer in-Charge/Competent Authority has given notice of his decision with regard to a matter in dispute to the Consultant/contractor and no notice of intention to commence Conciliation / Arbitration with regard to such dispute has been given by the Consultant/contractor on or before the 45th (forty fifth) day after the day on which the parties receive notice with regard to such decision from the Engineer in-Charge/Competent Authority, the said decision shall become final and binding upon the Consultant/contractor. Thereafter, such issues shall not be subjected to either Conciliation or Arbitration.

- 24.2 Amicable Settlement: In case a dispute remains unresolved following the decision of the Engineer in Charge/Competent Authority i.e., where notice of dissatisfaction has been given under Subclause 24.1 above, the Parties shall attempt to settle the dispute amicably before the parties can take recourse to either Conciliation or Arbitration, as hereinafter provided. However, unless both Parties agree otherwise, Conciliation or Arbitration proceedings may be commenced on or after 30(thirty) days of the notice of dissatisfaction even if the dispute remains unresolved through amicable settlement.

- 24.3 Conciliation mechanism for dispute resolution: (This provision of Conciliation mechanism for dispute resolution shall be applicable for the amount involved in the dispute / claim amount of more than or equal to Rs. 5 Crore, below which it would not go into the exercise of conciliation, which is based on Para 4.3 of SOP of MOP's O.M. No. 11/22/ 2021-Th. II dated 29-12-2021)

If amicable settlement has not been reached within the period stated in Sub-Clause 24.2 above, then the Parties may either resort to Conciliation Mechanism for resolution of dispute committee set up by competent authority or take recourse to Arbitration.

The dispute resolution / conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. The dispute resolution / conciliation Committee would either be able to resolve and settle and dispute(s) between the Parties, or the process may fail. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

- 24.4 Arbitration: If amicable settlement has not been reached within the period stated in Sub-Clause 24.2 above, then the dispute shall be finally settled through Arbitration as below:
- I. A dispute with an Indian Consultant/contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the CE, BBO, CWC, Guwahati or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Consultant/contractor. For the purposes of the Sub-clause, the term "Indian Consultant/contractor" means a consultant/contractor who is registered in India and is a juristic person created under Indian law.
 - II. The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for

commencing the proceedings.

- III. The expenses of the arbitration, as determined by the Arbitral Tribunal, shall be shared equally by the NEID-III, CWC, Itanagar and the Contractor. However, the expenses incurred by each Party in connection with the preparation, presentation etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- IV. The reference to Arbitration may proceed notwithstanding that the services shall not then be or be alleged to be complete, provided always that the obligations of the Department and the Consultant/contractor shall not be altered by reason of the Arbitration being conducted during the progress of the services. Notwithstanding anything to the contrary contained herein, the work under the Contract shall continue during the pendency of any disputes or differences in arbitration proceedings and no payment due from the Owner shall be withheld on account of such proceedings, except to the extent which may be in dispute, and the Owner shall be entitled to make recoveries of amounts, if any, due from the Consultant/contractor, as per the provisions of the Contract.
- V. Arbitration proceedings shall be held at Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English. (vi) In the event of dispute or differences arising between NEID-III, CWC, Itanagar and a Government Department/Organization or in between NEID-III, CWC, Itanagar and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.”
- VI. The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the NEID-III, CWC, Itanagar with respect to any dispute, difference or misunderstanding between the NEID-III, CWC, Itanagar and the Consultant/contractor.
- VII. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.

25. NOTICE

All certificates, notices or orders to be given by either party to the other shall be valid when given in writing by mail, first class postage pre-paid, or by Facsimile or delivery against receipt to the following address:

To,

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

The Consultant/contractor:

Or such other address(s) as either party may notify from time to time to the other.

26. SECRECY

- i) All information, data and drawings furnished/disclosed by the Owner to the Consultant/contractor and all drawings, calculations, models, technical information and the like supplied by the Consultant/contractor to the Owner, or the Owner's representative will be treated by the Consultant/contractor and its agents, sub- Consultant/contractor and servants as confidential, and shall not be used by any of them without the prior written of the Owner, except in connection with the execution, operation and maintenance of the Services.
- ii) The Consultant/contractor shall take necessary steps to ensure that all persons employed on the Works in connection with the Contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the Contract.

27. GENERAL

- 27.1 Save and except as expressly provided elsewhere in this Contract, all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Consultant/contractor's obligations under the Contract, including furnishing of Bank Guarantees to the Owner pursuant to the Contract shall be to the account of and be borne by the Consultant/contractor and shall be deemed to be included in the Contract Price and the Owner shall not be liable in any manner, whatsoever.
- 27.2 Whenever any claim whatsoever for the payment of a sum of money to the Owner arises out of or under this Contract against the Consultant/contractor, the same may be deducted by the Owner from any sum then due or which at any time thereafter may become due to the Consultant/contractor.
- 27.3 The Owner further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an

item of dispute before Arbitrators appointed under Article 24 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

- 27.4 The Consultant/contractor/Sub-Consultant/contractor shall identify applicable legal and other requirements to which it subscribes and communicates to this division office from time to time with respect to its compliance.

28. DUTIES AND POWERS OF ENGINEER-IN-CHARGE / COMPETENT AUTHORITY AND HIS REPRESENTATIVES

- 28.1 The duties of the Representative of the Engineer-in-Charge / Competent Authority are to watch and supervise the services and to examine any workmanship employed in connection with the Works.
- 28.2 The Engineer-in-Charge / Competent Authority may, from time to time in writing delegate to his representative, any of the power and authority vested in the Engineer-in-Charge / Competent Authority and appoints officers at site to assist his representative and shall furnish to the Consultant/contractor a copy of all such written delegation of power and authorities. Any written instruction or any written approval given by the Representative of the Engineer-in-Charge / Competent Authority to the Consultant/contractor within the term of such delegation shall bind the Consultant/contractor and the NEID-III, CWC, Itanagar as if it has been given by the Engineer-in-Charge / Competent Authority.
- 28.3 If the Consultant/contractor is dissatisfied with any decision of the Representative of the Engineer-in-Charge / Competent Authority, he will be entitled to refer the matter to the Engineer in-Charge / Competent Authority who shall there upon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge / Competent Authority in this regard shall be final and binding on the Consultant/contractor.
- 28.4 TECHNICAL DATA AND INFORMATION: Any technical data and information related to the Works, which may be available with the Owner and required for the work under the Works shall be furnished to the Consultant/contractor. Any additional information available with the Owner, as may be required by the bidder during preparation of bids, may be obtained through written request to the Owner or on the other hand, NEID-III, CWC Itanagar shall endeavor to supply the same. However, it is the duty of the Consultant/contractor to check availability, quality and suitability of this information.

29. LIQUIDATED DAMAGES FOR DELAY

- 29.1 If, for reasons attributable to the Consultant/contractor, the Works are not completed within the time for completion, NEID-III, CWC, Itanagar shall be entitled to liquidated damages (which is a pre-estimate of the loss/damage NEID-III, CWC, Itanagar would have suffered on account of delay) and the said damages shall be payable by the Consultant/contractor on demand without there being any proof from NEID-III, CWC, Itanagar of the actual loss and damages caused by such

delay and all sums payable by way of liquidated damages shall be considered a reasonable compensation without reference to the actual loss and damage which shall have been suffered by NEID-III, CWC, Itanagar on account of such delay and not as a penalty.

- 29.2 The time stipulated in the contract as per progress report shall be deemed to be the essence of the contract. In the event the Bidder fails to adhere to the time specified in the progress report of the 'Contract', or approved extended time then the Bidder shall pay to the department liquidated damages for such default and not as penalty as follows:
- 29.3 The liquidated damages shall be payable for delay in completion of Services @ 1 % (One percent) of the Contract Price per week of delay or part of week of delay, subject to a maximum of 10% of the Contract Price. Such Liquidated Damages shall be affected from the progress payment of work or any other payment due to the Consultant/contractor under this or any other contract with the NEID-III, CWC, Itanagar.
- 29.4 The department 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 bidder either under this or under any other contract.
- 29.5 The payment or deduction of such liquidated damages shall not relieve the bidder from his/their obligation to complete the works or from any other of their obligations and liabilities under the contract.
- 29.6 If the decision regarding reasons for delay is required to be analyzed and the same can only be determined after completion of the work or if the issue is likely to enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be granted to the bidder 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.

30. FORECLOSURE OF CONTRACT

If, at any time, the NEID-III, CWC, Itanagar decides to abandon or reduce the scope of Services for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, NEID-III, CWC, Itanagar shall give notice in writing to that effect to the Consultant/contractor and the Consultant/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 performance of the Works in full but which he could not in consequence of the foreclosure of the whole or part of the services.

31. TERMINATION FOR DEFAULT/ DAMAGES FOR DELAY/ TIME EXTENSION

If the contractor refuses or fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in this Contract, the O/o EE, NEID-III, CWC, Itanagar may terminate the Contractor's right to proceed with the work or such part of the work as

to which there has been delay. In such event, the O/o EE, NEID-III, CWC, Itanagar may take over the work or part of the work and execute the same to completion, by Contract or otherwise, and the Contractor shall be liable to pay to the O/o EE, NEID-III, CWC, Itanagar any excess cost occasioned to the O/o EE, NEID-III, CWC, Itanagar and the same as determined and certified by the Engineer-in-Charge / Competent Authority without prejudice to any other remedy in respect thereof belonging to the O/o EE, NEID-III, CWC, Itanagar against the Contractor, or his surety may be deducted by the O/o EE, NEID-III, CWC, Itanagar from any money due or to become due to the Contractor. Recoveries will also be affected under Revenue Recovery Act or otherwise as the O/o EE, NEID-III, CWC, Itanagar may decide. If the work is terminated and if the termination results in savings to the O/o EE, NEID-III, CWC, Itanagar, the Contractor shall have no claim, whatsoever, for such savings.

32. CONSULTANT/CONTRACTOR'S LIABILITY

- 32.1 The Consultant/contractor shall perform the services for which he was contracted in full, in due time and in agreement with acknowledged quality standards. In this regard, the Consultant/contractor shall be liable for any and all breaches of contract for which he is accountable.
- 32.2 The liability of the Consultant/contractor for negligence shall be limited to the Contract Sum. This shall not affect the liability for premeditation and gross negligence.
- 32.3 The Consultant/contractor's liability shall expire on the issue by the Owner of the Final Completion Certificate in accordance with Article 16 hereof.
- 32.4 The Consultant/contractor shall be responsible for performing the Scope of work as described in Technical Specification of the Bid Document.
- 32.5 The Consultant/contractor shall exercise all reasonable skill, care and diligence in execution of the work and shall carry out his responsibilities in accordance with recognized professional standards.

33. INSURANCE

The Consultant/contractor shall undertake the following minimum insurance during the period of the Contract:

- a. Professional liability insurance
- b. Personal liability insurance
- c. Equipment insurance covering loss of or physical damage to all equipment acquired/used within the context of the Works.

34. EXPATRIATE PERSONNEL AND INTERNATIONAL EXPERTS

The Consultant/contractor shall be allowed to use expatriate personnel and International Experts as he deems necessary for execution of the Consultancy work. No extra charge would be entertained by the Owner on this account.

35. ADDITIONAL SERVICES:

Additional works, which are not part of the scope but required to be carried out by the Consultant/contractor, shall be on need basis on request and prior approval of NEID-III, CWC, Itanagar. 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.

36. Work Programme:

In respect of execution of the contract, the Bidder shall furnish particulars of their programme for field/ office activity proposed within seven days from the issue of Letter of Award (LoA). Programme may also cover intermittent milestones and list of submittals corresponding to each milestone for approval.

37. Safety Standard / First Aid Box

Notwithstanding the Bidder's obligation to comply with the requirement of the safety manual/ Norms applicable the Bidder's attention is particularly drawn on the following requirements specified;

- a. The Bidder shall be responsible for providing and maintaining a first aid station at the site at his/her 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.

38. Statutory rules and regulation of India:

The Bidder should be well concerned with such statutory rules, regulations as may be prevalent in project territory and Bidder shall indemnify and keep the CWC free from and against such liability.

39. Foreclosure of Contract in full or in part due to abandonment or reduction in scope of work

- 39.1 If at any time after acceptance of the tender the department 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 bidder and shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which might have derived from the execution of the works in full but did not derive in consequence of the foreclosure of whole or part of the works.
- 39.2 The Bidder shall be paid at Contract rate's full amount of work executed at site and any other amount as admissible under contract.

40. URGENT WORKS:

If any urgent work (in respect whereof the decision of the Competent Authority shall be final and binding) becomes necessary and the bidder 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 Bidder is liable under the Contract to carry out at his expenses all expenses incurred on it by the Department shall be recoverable from the Bidder and be adjusted or set off against any sum payable to him.

41. RIGHTS AND DICLAIMERS: / ADDITIONAL TERMS AND CONDITIONS:

- 41.1 The contractor shall carry out all the work strictly in accordance with the drawings/ Instructions of the Engineer-in-charge from time to time.
- 41.2 The contractor must not assign further contract. He must not subject any portion of the contract except with the written consent of the Employer failing which the Engineer-in-charge may serve a notice in writing rescinding the contract where upon the security deposit shall stand forfeited and at absolute disposal of the Engineer-in-charge.
- 41.3 The successful Bidder is bound to carry out necessary items for the completion of work even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and the quantities, if needed, will be issued in writing by the Engineer-in-charge.
- 41.4 Item rates shall remain valid for variation up to 50% of the quantity given in the schedule of quantities.
- 41.5 The agency is advised to inspect the site before tendering.
- 41.6 The contractor shall ensure work quality in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 41.7 The work shall be executed as per the program approved by the Engineer –in- Charge. No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the work shall be liable.
- 41.8 The contractor or his authorized representative should always be available at the site of work to take instructions from department officers, and ensure proper execution of work.
- 41.9 No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.
- 41.10 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties.
- 41.11 Prior permission from the Forest/Gram Budha/Gram Pradhan/Village Head etc. will be sole responsibility of the contractor.
- 41.12 Location map of **Area of Interest (AOI)** is attached with the contract document showing tentative location of the project area. The Bidder has to submit the schedule of completion of the work with respect to the schedule of completion in the form of bar charts, tabular formats.

- 41.13 The whole works must be proceeded 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 in this regard.
- 41.14 The schedules are to be reviewed fortnightly by department to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the Engineer-in-charge) to adhere to the completion dates.
- 41.15 The Bidder will be required to attend regular meetings at their own cost with Executive Engineer, North Eastern Investigation Division-III, Chimpu, Itanagar, Arunachal Pradesh – 791111 at Itanagar at a time interval to be agreed upon to discuss matters relevant to the project and to monitor progress. However, for routine technical work, online meeting shall be preferred.
- 41.16 A satisfactory completion or inspection certificate to conform to the Technical Specifications laid down in the Tender Document will be issued by the Engineer-in-charge.
- 41.17 The Competent Authority will check deliverables provided by the Bidder for accuracy, consistency and completeness before final acceptance. Competent Authority's decision regarding the quality of work and its acceptability shall be final and binding on the Bidder.
- 41.18 All the survey work and Ground Control Points should be connected to GTS bench marks.
- 41.19 The quantities indicated under Schedule of Quantities are approximate only and are liable to change. If the quantities vary by more than 50% then the rates will be finalized on the basis of actual analysis for respective item.
- 41.20 Any permission required from any authority for flying of drone will be the sole responsibility of Bidder. However, CWC will write to these agencies for providing necessary support to the Bidder.
- 41.21 Safety and security of the UAV/Drone, its accessories and manpower deployed will be responsibility of the Bidder. However, CWC will write to local authorizes for providing necessary support to the Bidder.
- 41.22 Representative for CWC side will be available at site during the survey.
- 41.23 Survey schedule must be fixed in consultation with Engineer-in-Charge.
- 41.24 Bidder is requested to visit all the sites, obtain status of situation on law and order, safety, security, approach to the site, local authorities, accommodation & communication facilities etc. CWC will not be directly responsible for any inadvertent situation arises during the work. However, CWC will write to local authorizes for providing necessary support to the bidder.
- 41.25 For reservoir survey and strip survey area under the elevation of MWL/HFL+ 3 m shall be surveyed. For strip survey area under the elevation of MWL/HFL+ 3 m shall be surveyed on both the banks up to 3 km downstream and 3km upstream from Buroi Project Barrage Axis.
- 41.26 Tentative values of FRL/MWL/PL are mentioned under the Schedule of Quantities, but these

values will be fixed after the completion of GTS connections work of the respective project sites.

- 41.27 The survey areas marked in the **Plate 1 is tentative**. Once the value of FRL/MWL/PL is fixed, then contractor has to work out AOI considering the Pond Level +3 m contour.
- 41.28 PL+ 3 m contour for all sites must be closed till Barrage site and it should be extended on both the banks up to 3 km downstream and 3km upstream from Buroi Project Barrage Axis
- 41.29 The error in GTS connection shall not be more than $\pm 5\text{cm}$.
- 41.30 The error in reservoir survey shall not be more than $\pm 10\text{cm}$.
- 41.31 The error in Strip Survey shall not be more than $\pm 10\text{cm}$

:

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

STATE : Arunachal Pradesh
ORGANISATION : Brahmaputra Basin Organization, Guwahati
CIRCLE : Hydrological Observation & Investigation Circle, BBO, CWC, Guwahati
DIVISION : North Eastern Investigation Division-III, CWC, Itanagar.

Item Rate Tender & Contract for Works

Tender for the work of:

“Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

ACCEPTANCE OF TENDER BY COMPETENT AUTHORITY

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me
for and on behalf of the president of India for a sum of ₹.....
(Rupees.....)

The letters to below shall form part of this contract Agreement: -

- (a)
- (b)
- (c)

For & on behalf of the President of India

Signature.....

Designation

Dated

To,

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

Subject: Submission of Tender for the work vide GeM Bid No.....

Dear Sir,

I/We acknowledge that Central Water Commission is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) floated at GeM portal is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/ We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central Water Commission, Itanagar. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CWC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

SCOPE & PERFORMANCE: SCHEDULES

Name of work:	“Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.
Estimated cost of work:	₹ 1,13,99,253.00 (Rupees one crore thirteen lakh ninety nine thousand two hundred and fifty three only including all taxes).
EMD	₹3,41,978.00 (3% of estimated cost) exempted for MSE registered vendors for similar type of services.
Performance Guarantee	10% of contract amount within 7 days from issue of Letter of acceptance. Applicable only for successful Bidder (L-1 Bidder).
Security Deposit:	2.5% of the tendered and accepted value of work from running/final bill of contractor

General Rules & Directions:	
Officer inviting tender:	Executive Engineer, North Eastern Investigation Division-III, Chimpu, Itanagar, Arunachal Pradesh – 791111
Definitions:	
Engineer- in Charge:	Executive Engineer, North Eastern Investigation Division-III, Chimpu, Itanagar, Arunachal Pradesh – 791111
Accepting Authority:	Chief Engineer, Brahmaputra Basin Organization, Central Water Commission, Guwahati.
Percentage on cost of materials and Labour to cover all overheads and profits.	NA
Department	Central Water Commission
Standard schedule of rate	CWC SOR 2012 with suitable price escalation and rate analysis.
Standard CPWD contract form	CPWD form 8 as modified & corrected from time to time

Clause 1:	
Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labor license etc.	7 Days
Maximum allowable extension with late fee @ 0.1%	7 Days

per day of Performance Guarantee amount beyond the period provided in(i) above	
Clause 2: Compensation for delay	
Authority for fixing Compensation under clause 2	Superintending Engineer, HO&IC, BBO, CWC, Guwahati.
With maximum rate @ 1% (one percent) of accepted tender value per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.	
Clause 5	
Time allowed for execution of work	90 days from the date of the issue of the letter of commencement of the work
Authority to give fair and reasonable Extension of time for completion of work	Executive Engineer, North Eastern Investigation Division-III, Chimpur, Itanagar, Arunachal Pradesh – 791113
Clause 11	
Specifications to be followed for Execution of work.	As mentioned under the scope of work and as per relevant Indian Standards / Standard Manuals.

Clause 12.2 & 12.3:

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for all building works	Beyond 20% of BOQ quantities
Clause 16	
Competent authority for deciding reduced rates	Not Applicable
Clause 25: Constitution of Dispute Redressal Committee:	
i. (DRC) Chairman – Chief Engineer, BBO, CWC, Guwahati.	
ii. Member – Superintending Engineer (HO&IC), BBO, CWC, Guwahati.	
iii. Member - Executive Engineer, NEID-III, CWC, Itanagar	
Clause 36:	

S. N o.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure	words

1	Graduate	Civil Engineer / Mechanical Engineer	Technical	3 years	01	NA	NA
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All the clauses relevant to the scope of the work will be applicable as per the provision mentioned in the CPWD Works Manual 2022 and GCC 2020 for such similar works.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract. Any extra copies, if requested by the contractor, will be given on chargeable basis.

1. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

2. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

3. Discrepancies and Adjustment of Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions

1.1 In the case of discrepancy between the schedule of quantities, the specifications and/ or the Drawings, the following order of preference shall be observed:

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) CPWD Specifications.

(v) Indian Standard Specifications of B.I.S.

1.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

1.3 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

4. Signing of Contract:

The successful tenderer/contractor, on acceptance of tender by the accepting authority, shall within 7 days from the stipulated date of start of the work, sign the contract consisting of:

- i. Tender document issued to the contractor and duly submitted by him duly signed;
- ii. Amendments/Corrigendum to the tender document, if any;
- iii. Letter of the contractor submitting the tender;
- iv. Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
- v. Rate and Amount of tender/bid quoted by the contractor;
- vi. General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
- vii. Letter of the Executive Engineer communicating acceptance of the tender;
- viii. Letter of the Executive Engineer regarding commencement of the work;
- ix. Performance security;
- x. Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

No payment for the work done will be made unless contract is signed by the contractor.

Interpretations:

Language: Shall be English only for the purpose of the contract.

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

Contractor's responsibilities and obligations:

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge i.e., Executive Engineer, NEID-III, CWC, Itanagar. **The contractor shall take direction/instruction from Engineer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction**

taken from anyone other than Engineer-in-Charge shall be borne by contractor only.

- b. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- c. The contractor shall be solely responsible to follow all Rules & Regulations and Directions mentioned in General Conditions of Contract, 2022 (latest) and Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - a. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with thereto.
 - b. C.P.W.D. Safety Code.
 - c. Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - d. CPWD Contractor's Labour Regulations.
 - e. List of Acts and omissions for which fines can be imposed.

Department's responsibilities and obligations:

- The CWC will assist in accessing the sites and supervise the work.
- Approve Work Programme submitted by the contractor.
- Make payment for the work executed under the provision of contract.

Taxes and Duties:

The TDS and GST shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

Performance Guarantee/Security Deposit:

Earnest Money Deposit: Kindly refer to page 15 of this tender document.

Performance Guarantee: Kindly refer to page 15 clause (c) of this tender document.

Security Deposit: A sum @2.5% of the gross amount of the bill would be deducted from each running bill and as well as from the final bill of the contractor.

Advances: No advance payment will be made under this contract.

Observance of Law:

- a. The contract shall be construed and operated as an Indian contract and as per Indian law 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. The contractor shall observe all the labour and mercantile laws which may all not be mentioned below but are pertinent to this work.

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

Disputes: The decision of the *Department* 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 intension with evidence for the settlement of dispute in writing to the *Department*. The work shall not be stopped, unless agreed mutually or ordered by the arbitrator(s).

Purchase Preference to Make in India:

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives:

Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as amended through Public Procurement (Preference to Make in India) order dated 16.09.2020. Bidders shall enclose the certificate in this regard in as given in Form-I.

Eligibility of bidders from specified countries:

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- I. Any bidder from a country that shares a land border with India <https://mea.gov.in/india-and-neighbours.html>, excluding countries as listed on the website of the Ministry of External Affairs <http://meadashboard.gov.in/indicators/92>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called ‘Restricted Countries’) shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade(DPIIT) ([https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15 Oct 2020.pdf](https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15%20Oct%2020.pdf)). Bidders shall enclose the certificate in this regard in as given in Form-I.
- II. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
- III. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- IV. "Bidder from such Restricted Countries" means: -
 - i. An entity incorporated, established, or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established, or registered in such a country; or an entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
 - iv. A natural person who is a citizen of such a country; or
 - v. A consortium/ joint venture where any member falls under any of the above

- vi. A natural person who is a citizen of such a country; or A consortium/ joint venture where any member falls under any of the above.

V. The beneficial owner shall mean:

- a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
- ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- e) In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Settlement of Disputes: The settlement of all the disputes of any kind arising out of the contract shall be first through a mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

GENERAL SPECIFICATIONS

1. The work would cover, strip survey, command area survey, reservoir area survey, transfer of Bench Mark etc. as indicated in this document and as directed by Engineer-in-charge and within the stipulated time period.
2. Surveys shall be based on and/or referred to a basic grid of datum points, triangulation points and benchmarks adjacent to the nearest available location in the project area. This grid shall be the sole basis of reference for all survey work and measurement.
3. All surveys and drawing work shall conform to the standard practices and as per BIS and Survey of India specification.
4. All survey work to be done using Drone Aerial surveys, 3D Photogrammetry, digital mapping, 3D visualization and allied works.
5. All relevant geomorphic, geographical and manmade elements including various permanent features in

the near vicinity shall be marked giving standard legend.

6. The specifications for the contour lines shall be generated in color and every fifth contour line shall be an index contour and shall be distinguished using a heavier line style for easy identification. Symbol Library of Survey of India may be referred for their depiction. Digital contour lines passing over building, trees and other artificial structures above ground shall not be broken. Contours shall be edited for proper registration with streams, after the streams have been captured.
7. Drawings of Tentative Area of Interest are enclosed at Plate-1 of this document, further Google earth files of the same are available in this office, interested bidders can take it from this office on any working day from 0930 Hrs. to 1700 Hrs.

1. MATERIAL AND INSTRUMENTS

- a) The Bidder shall provide, maintain and operate suitable and appropriate equipment, instruments materials and auxiliary equipment commensurate with the various tasks and precision requirements of the survey works both topographical and hydrographical.
- b) Type and accuracy of the survey equipment's to be used by the bidder shall correspond to the nature of surveys in conformity with standards practices.
- c) All equipment, instruments, materials and auxiliary equipment shall be in perfect operational condition. Prior to the start of survey activities, equipment, instruments etc. shall be checked as to their proper functioning and accuracy.
- d) The number of sets of instruments shall be sufficient to meet the requirements of the time schedule. Delay of start of surveys caused by insufficient quantity and quality of survey equipment including provision of professional staff shall be the Bidder's responsibility.

2. EXECUTION

a) General

- i) For the execution of the survey work the bidder shall employ and provide experienced professionals and auxiliary staff for surveying using Drone and DGPS. All survey and measurement work shall be recorded properly.
- ii) The bidder shall provide, maintain, adjust when necessary and operate the required equipment for drone survey and auxiliary equipment's for the performance of the works.
- iii) All survey data /measurement shall be recorded and handed over to the Engineer-in-charge or his representative after completion of work. The production of drawings and maps on Auto Cad/Arc GIS shall be deemed to be part of the works.
- iv) Engineer-in Charge or any authorized representative appointed by him shall have the right to check work performance, accuracy, all survey results, measurements and calculations to see that they conform to the client's requirements.
- v) The bidder shall keep & maintain records of all field surveys and measurements, the related computations and calculations, manuscripts, plans, drawings and maps in a professional and approved manner and shall make them available to the client whenever desired.
- vi) If, in the opinion of the department, deficiencies and/ or inaccuracies in field and office work have been found, such work shall be repeated in order to make satisfaction of the department at

the bidder's expense.

- vii) The bidder shall be solely responsible for accuracy of survey maps and drawings.
- viii) The bidder will strictly comply with all the provisions of the Forest Conservation Act 1980. Under any circumstances, if any tree should be cut or destroyed in the vicinity of the project area. Adequate fuel should be supplied to the laborers so as to prevent them for damaging the forest. Necessary approval from the concerned department (if required) for carrying out survey work may be taken by the bidder and department shall assist in getting such approval.
- ix) The bidder shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, Bidder will also be required to take following insurances at your own cost.
 - Third party liability insurance.
 - Worker's compensation insurance in respect of Bidder's personnel.
 - Any other insurance for public & Bidder's personnel in accordance with the relevant provisions of the applicable land.
- x) The agency shall comply with the provisions of the following acts:
 - Contract labour (Regulation & Abolition) Act 1970
 - Employees Provident Fund Act, 1952
 - Minimum Wages Act, 1948 (Amended)
 - Employer's Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)
 - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- xi) The Bidder shall not employ any labour below age of 18 years.
- xii) In case, the progress rate of the work is not commensurate with the rate of progress for completing the work within the stipulated time frame, then balance quantum of work which cannot be completed can be withdrawn from the concerned agency and can be awarded to other agency whom department considers fit to carry out the work.
- xiii) If there is any dispute the same will be amicably settled by the Executive Engineer in consultation with Superintending Engineer, HO&IC, CWC, Guwahati failing which it will be referred to Chief Engineer for his arbitration. The decision of Chief Engineer, Brahmaputra Basin Organization, Central Water Commission, Guwahati will be final and binding on both the parties. However, in case of any court case after resorting to all other avenues, the jurisdiction of court case will be that of Itanagar.

b) Reference Marks and Bench Marks

- I. Level from GTS Bench marks to Bench Marks established at site shall be transferred by DGPS method. Bench mark leveling shall be carried out with great accuracy and care within permissible limits. If the error is greater than permissible i.e $\pm 5\text{cm}$, re-Leveling shall be carried

out.

- II. Bidder has to establish permanent bench marks in various locations around the vicinity of site as suggested by Engineer-in Charge. The drawing of permanent bench mark is placed at page no 50 of this tender document.
- III. In addition to the permanent bench marks available at site, if any reference lines and temporary bench marks at suitable points may be necessary, the bidder shall establish them at his own cost. The bidder shall remain responsible for the sufficiency and accuracy of all his bench marks and reference lines. Bidder shall take precautions to see that the lines, point and bench marks fixed by and other government agencies may not disturb and damage by his work.
- IV. Four to five pillars along the barrage axis will be constructed by CWC. During the survey these pillars as well as bench marks pillars available at site should be properly photographed and marked on the topographical maps.

3. VERIFICATION OF SURVEY GRID

The basic survey grid shall be verified by the bidder and all coordinates and elevations as shown on the survey maps shall be based on the basic survey grid.

The Bidder shall record all calculations, control surveys, setting out and check surveying in a suitable permanent form for verification, which shall be available to the employer on request at all times.

4. DIGITISATION OF MAPS

The contour plan of AOI shall be on scale as directed and at required contour interval as mentioned in the scope of work.

The data base is to be prepared with the use of either suitable software compatible with CAD software and ARC GIS. All the drawings shall be submitted in A0/A1 size subject to changes as per design office requirements.

5. MILESTONES FOR DATA SUBMISSION:

The bidder has to submit the below mentioned data (in both soft and hard copies) to office as per the milestones given below:

Sl.	Milestones	Deliverables
A. Proposed Barrage Location on Buroi River		
01	Milestone 1 (Proposed Barrage Location on Buroi River)	a) Details of GCPs established around the vicinity of site (including RLs of all the D type bench marks established in site) in Microsoft excel format Comprises of Latitude Longitude and Reduced Level in excel sheet. Also, GPS photo of all the GCPs established in the vicinity of site is required. It should be noted that one square kilometer area must contain eight GCP and to be constructed in command area and reservoir area both including 75% on permanent structures and 25% by constructing concrete pillars as per direction of Engineer-in-charge.

		<p>b) Strip survey of barrage site using 10 m x 10 m Grid and covering elevation Pond/HFL+ 3 m or 1 km from firm bank of river in each side whichever is more. Survey will cover area about 3 km downstream and 3 km upstream from the Buroi barrage axis. Contour interval shall be 0.5 m on a scale of 1:2000.</p> <p>c) Cross section shall be taken at interval 50 m c/c 500 m downstream and up to 500 m upstream of Barrage Axis. Thereafter at interval of 100 m c/c for 4000 m further upstream of river and up to confluence with Brahmaputra on downstream.</p>
02	<p>Milestone 2</p> <p>Reservoir Area Survey</p>	<p>Complete Reservoir Area Survey as per following:</p> <ol style="list-style-type: none"> 1. Detailed field survey and preparation of contour map 2D & 3D on 1:1000 & 1:2500 Scales with contour at 0.5m interval including grid plan with block levelling at 10m grid basis. Cross drainage, River, Nallas, etc. covering up to an elevation of HFL+3 m 2. Detailed field survey and preparation of map showing L-Section of river up to elevation of HFL +3 m 3. Detailed field survey and preparation of map showing L- Section and X section of cross drainage river, nalla etc. for 500 m length in the reservoir area. 4. Detailed field survey and preparation of settlement/property map of Area of Interest (land type, and quantification-Govt. land, forest land, private land etc.) No of villages, household and type of houses (kaccha, semi-permanent, permanent etc.) prominent structures, Govt. buildings, railway lines, roads etc. and details thereof. As per format in DPR guideline 2010. (Annexure-III)
03	<p>Milestone 3</p> <p>Command Area & Canal Alignment Survey</p>	<p>Complete Command Area & Canal Alignment Survey as per tender document.</p> <ol style="list-style-type: none"> i. Land use- land cover map of the project area with contours of 1 m interval. ii. Strip survey along final canal alignment with 0.5 m contour interval. iii. Longitudinal profile along final canal alignment (centerline) with ground level at every 50 m interval.
04	<p>Milestone 4</p> <p>Cross Drainage Locations</p>	<p>Complete Cross Drainage Survey and Sample Command Area Survey as per tender documents:</p> <ol style="list-style-type: none"> 1. Contour Plan of Cross Drainage site with contour interval of 0.5 m. 2. Cross Sections of River / Drain at crossing of canal as well as on Upstream and downstream of river/ Drain. 3. Sample Command area map with 0.2 m contour interval.

05	Milestone 5	Providing all the Data as per tender document (topographical survey details/Scope of work) and reports in soft copy compatible with desirable software i.e., AutoCAD & GIS etc. as well as hard copy of five sets as mentioned in tender document.
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Engineer-In Charge at his discretion holds the right of changes in the deliverables of the above milestones as per the requirement of work. In case of any changes, information about the same shall be provided to bidder in writing well in advance.

6. MEASUREMENTS AND PAYMENTS

- a) Payment shall be made after completion and delivery of each milestone data.
- b) The Bidder shall submit the data as per the Milestones given above and written statement of interim account showing the cumulative sum to which considers eligible for payment along with all the relevant documents to the Engineer-in Charge. It will be the Bidder's responsibility to get the work done by them verified from department.
- c) On receipt of the Bidder's statement referred above, Engineer-in Charge or his authorized representative shall verify the payment due to the Bidder to the extent considered justified after taking into cognizance:
 - i. The estimated value of the survey works executed and checked by the department representative after completion of the respective Milestone.
 - ii. The total amount certified on previous interim payment certificate.
 - iii. Deductions, if any.

d) Payment schedule will be as follows:

Sl.	On completion of work as per Scope of Work	Percentage payment to be released
1.	Milestone 1	10 %
2.	Milestone 2	10 %
3.	Milestone 3	10 %
4.	Milestone 4	10 %
5.	Milestone 5	10 %
6.	Checking of all deliverables as per tender document after submission of all deliverable by the agency	50 %

1. In the event of stoppage of work due to unavoidable reasons on part of the employer, the payment will be made for the quantity of work completed up to that date only. In this case, Executive Engineer, NEID-III, CWC, Itanagar will reserve the right to decide the quantum of work done and accordingly, payment will be released.
2. In case the employer withdraws apart of the work, then the same will stand withdrawn from

the item of works of the concerned surveying agency.

3. All the payment due to a survey agency will be on the basis of actual work done and the unit rate. No extra payment will be made on any account.

7. PREPARATION OF DRAWINGS

All the drawings shall be submitted in A0/A1 size subject to changes as per design office requirements. The scales of the map shall be as mentioned in the deliverables in scope of work.

8. SUBMISSIONS

All survey data and corresponding topographical maps in respect of any item of work shall be submitted in 5 copies in the department for reference and use, as per the milestones. All the drawings/ maps shall be Geo-referenced AUTOCAD/Arc GIS compatible.

9. THE BIDDER SHALL SUBMIT FOLLOWING DOCUMENTS AS PER THE MILESTONES:

- a) Detailed work programme & plan for carrying out the survey before commencement of work.
- b) All field survey data related to contour leveling for ground verification
- c) Five sets of Contour maps (hard & soft copy) on 0.5 m interval with 10 m grid compatible with arc GIS/Geo referenced AutoCAD/DWG format.
- d) Soft copies of DEM and DTM having all layers on 0.5 m contour interval with 10 m grid compatible with arc GIS in two SSD/hard disks of 500 GB each.
- e) Original survey field book(s) and survey output.
- f) All drawings shall be in A1/A0 size
- g) A brief report giving scope, methodology, instruments used, bench-marks, control points connected for survey work.

10. Confidentiality

- a) The Bidder shall not disclose the contract without prior written consent of Engineer in Charge or any provision thereof, or any specification or information furnished by or on behalf of the department in connection herewith, to any person other than a person employed by the Bidder 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 department.
- c) The Bidder shall not make use of any document or information enumerated in this document except for purpose of performing the Contract without prior written consent of Engineer in Charge.

This Agreement is made on ____ day of _____ between Shri Akhil Akhouri Executive Engineer, NEID-III, CWC, Itanagar and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS, the department (NEID-III, CWC, Itanagar) desires that work _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as NEID-III, CWC, Itanagar may require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the NEID-III, CWC, Itanagar as per SOW attached herewith for this purpose;

WHEREAS, Executive Engineer, NEID-III, CWC, Itanagar has issued a firm Letter of Award No. (Contract Order No.). _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide _____; and

WHEREAS, the Contractor has furnished to NEID-III, CWC, Itanagar the performance security in the form of _____ for Rs. _____ (being 10 % of contract amount).

All documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in NEID-III, CWC, Itanagar tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

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

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Schedule of Work, quantities, Units & Rates
- (b) General Terms & Conditions (GTC);
- (c) Special Terms & Conditions (STC).

3. In consideration of the payments to be made by the NEID-III, CWC, Itanagar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NEID-III, CWC, Itanagar to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The NEID-III, CWC, Itanagar hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become

payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Buroi Irrigation Project in Biswanath District of Assam as of the date shown in tender documents. Signed,

Signed, Sealed and Delivered,

For and on behalf of President of India

For and on behalf of Contractor

(M/s-----)

Signature -----

Signature-----

Name -----

Name-----

Status-----

Status-----

In Presence of:

1. -----

1-----

2-----

2. -----

Annexure-IV

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The President of India

WHEREAS..... (Name and address of the bidder) (hereinafter called “the bidder”) has undertaken, in pursuance of contract no..... dated to “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc. (Description of works and services) (Herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the bidder such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidders, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 2023.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer,
NEID-III, CWC, Chimpu,
Itanagar, Arunachal Pradesh – 791111

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: “Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: “Tender for Topographical and Strip Survey for Reservoir Area, Command Area and Canal Alignment Survey of Buroi Irrigation Project in Biswanath Chariali District of Assam by Unmanned Aerial Vehicle (UAV)”. _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above-mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality /entirely.
5. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM-I

ELIGIBILITY DECLARATION

(To be submitted as part of technical bid) (On Company Letter-head)

(Along with supporting documents, if any)

Tender Title: “Tender for Detailed Topographical Survey for Reservoir Area, Command Area and Canal Alignment Survey (0.5 m Contour interval) including establishment of Permanent Bench Mark, etc. all complete of Buroi Irrigation Project in Biswanath Chariali District, Assam using a combination of DGPS, LiDAR, Unmanned Aerial Vehicle (UAV), and Echo Sounder etc.”

Bidder's Name

[Address and Contact Details]

Bidder's Reference No. Date.....

***Note:** The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB- clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:
- 2) Bidder/ Agent Status
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - (b) (Including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.
 - (c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document
 - (d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - (e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

- 4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfill all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
 (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5) MSME Status

Having read and *understood* the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- (a) We are - Micro/Small/Medium Enterprise/ SSI/ Govt. Deptt. / PSU/Others:
 (b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as *proof* of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
 (c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of *shares* held by SC/ ST Partners)

6) Start-up Status

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

7) Make in India Status

Having read and *understood* the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/Department, and solemnly declare the following:

- (a) Self-Certification for the category of suppliers:

(Provide a *certificate* from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and % age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
- Class-II Local Supplier/

- Non-Local Supplier.

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

8) Self-declaration by Indian Agents of Foreign principals

9) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.3 annexed herewith.

10) Agency Agreement shall be submitted with Form 1.3. It shall cover

- i. the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
- ii. Any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.
- iii. Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- iv. The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.
- v. Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.
- vi. Penalties for false declaration or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[Name & Address of Bidder and seal of company]

Annexure-III (as per CWC DPR Guidelines 2010)

FORMAT OF PROPERTY SURVEY AS PER CWC DPR GUIDELINE

8.7 Area of submergence (ha) at:

8.7.1 Maximum Water Level

8.7.2 Full Reservoir Level

8.7.3 Submergence ratio(s) Submerged (cultivated) Area/CCA

8.8 Land Acquisition, property submerged and rehabilitation

8.8.1 Land Acquisition (ha)

(a) Quantum of land:

(i) Up to Full Reservoir Level

(ii) Between maximum Water Level and Full Reservoir Level

(iii) Criteria followed for acquisition of land above Full Reservoir Level and Maximum Water Level.

(b) Classification of land

(i) Forest

(ii) Cultivable

- Irrigated

- Un irrigated

- Pastures & Orchard etc.

- Fallow

(iii) Cultivable Waste

(iv) Waste Land

(c) Any other peculiar problem

8.8.2 Details of property submerged (no.)

(a) Houses, Buildings & Factories

Private

Government

(i) Kucha

(ii) Semi-permanent

(iii) Permanent

(b) Wells:

Private

Government

(i) Manually operated

(ii) Animal operated

(iii) Power operated

(c) Details of dislocation of communication (Railway(s) Road(s) Right of way, Telegraphs lines etc.) as a result of the project.

(d) Details of valuable Mineral Deposits/Mines

(e) Historic/archaeological monuments

(f) Any other peculiar problem

(g) Information regarding following items in the area to be submerged

(i) No. and type of trees

(ii) Type, depth & volume of soil available having value for use as construction material/ brick making in

kilns.

(iii) Minal resources e.g., minerals, valuable stones etc. The information may be analyzed to consider their exploitation for generating revenue before they become in-extractable/minable/exploitable after submergence. The potential of additional revenue on this account may be estimated and taken into account in cost-benefit analysis of the project.

8.8.3 Rehabilitation of Oustees (Descriptive)

a) Number of Villages affected

b) Number of families affected

SC

ST

OBC

Others

c) Number of persons affected:

i) Agriculturists

ii) Agricultural labour

iii) Artisans

iv): Ordinary labour

v) Others

8.9 Recreation facilities

8.10 Pisciculture

8.11 Need and recommendation for soil conservation measure in the catchments

8.12 Any other relevant information
