



भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission
योजना एवं अन्वेषण मण्डल, फरीदाबाद
Planning & Investigation Division, Faridabad

TENDER DOCUMENT

Tender for "Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV)."

Officer Inviting Tender:

**The Executive Engineer,
P&I Division, Central Water
Commission, Quarter No-1061-64,
Type V, NH-IV, Faridabad-121001
Phone/Fax No: 0129-2412576
Email: pi-cwc@nic.in**

**Estimated cost (inclusive of GST):Rs. 30,25,000/-
(Rupees Thirty Lakh Twenty Five Thousand Only)**

This document contains 50 pages.

(September -2022)

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**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
P&I DIVISION**

Quarter No. 1061-64, Type V, NH-IV, Faridabad-
121001(HR) Phone/Fax No: 0129-2412576,
Email: pi-cwc@nic.in

NITNo.:102/06/NIT/2022-23/2528-32

dated: 23.09.2022

NOTICE INVITING TENDER (NIT)

On the behalf of the President of India, The Executive Engineer, P&I Division, Central Water Commission, Faridabad invites online Tender on item rate basis from eligible contractors for the following work:

- 1. Name of work:“Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV)”.**

Estimated Cost: Rs.30,25,000/- (Rupees Thirty Lakh Twenty Five Thousand only)

Earnest Money: Rs. 60,500/-exempted for MSE registered vendors for similar works.

Performance Guarantee: 3% of tendered and accepted value of work

Period of Completion: 120 days from issue of letter of award of the work.

Sale of Tender: From 26.09.2022 (17:00 Hrs)

Online Submission of Bid: From 01.10.2022 (10:00 Hrs.) to 12.10.2021 (17:00 Hrs.)

Online Opening of Tender: 13.10.2022 (11:00 Hrs.)

2. Eligibility criteria:

- A. The contractor should be registered with a valid registration certificate. Contactor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency or the vendor should be registered with valid registration credentials such as registration with state government or Govt. of India.
- B. The firm should have registered under company act and be in the business of providing **Aerial surveys, 3D Photogrammetry, digital mapping, 3D visualization and allied works in India for last 3 years or more prior to the date of opening of the tender.**
- C. The contractor must have valid PAN and GST registration at the time of submission of bid.
- D. The contractor must have executed work of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for the reputed private departments in the last 7 years ending March 2022 as per the value of each work as detailed below:
- a) **Three** similar completed works costing not less than the amount equal to 40% of the estimated cost.
- or
- b) **Two** similar completed works 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.

Similar works means works related to Topographical survey by Unmanned Aerial Vehicle (UAV) / Drone / Satellite imageries etc.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered.

- E. Average annual financial turnover of Rs 31.00 Lakh in the previous 3 financial years (FY 2019-20, 2020-21 and 2021-22). For FY 2021-22 provisional / unaudited certificates may also be submitted provided the successful bidder has to submit the same within 15 days of award of work to avoid rejection of bid.
 - F. Firm should have done similar projects with government/PSU/Reputed Private agencies by Unmanned Aerial Vehicle (UAV) monitoring/survey.
 - G. Firm should have sufficient experienced professionals, Engineers, Surveyors, GIS experts etc.
 - H. Firm should have Stereo Photogrammetry workstation with professional Photogrammetry software and hardware such as 3D glasses, Stealth 3D glasses, Stealth 3D monitors for processing of the data and demonstration of final output to client.
 - I. Joint venture or consortium is not allowed. Even outsourcing of any activity is not allowed due to the sensitivity of high-resolution data set.
 - J. Firm should have proof of having drone with specifications at least 4 drones.
 - K. Firm should submit the details of Photogrammetry software's along with license details.
3. Tender can also be freely downloaded from central procurement portal (www.eprocure.gov.in), and from www.cwc.gov.in.
4. Bids can be submitted only through online on Central Public Procurement Portal web site (www.eprocure.gov.in), as detailed under ITB (Instructions to bidders).
5. 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, Planning & Investigation Division, CWC, Faridabad-121001.
- 6. Bids shall be accepted through e-procurement only at e-tendering portal of CPPP.**

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.

अधिशाली अभियंता
योजना एवं अन्वेषण मण्डल,
केन्द्रीय जल आयोग, फरीदाबाद

प्रतिलिपि /Copy To:

1. मुख्य अभियंता, यमुना बेसिन संगठन, केन्द्रीय जल आयोग, नई दिल्ली।
2. अधीक्षण अभियंता, योजना परिमंडल, केन्द्रीय जल आयोग, फरीदाबाद।
3. सहायक लेखा अधिकारी, योजना एवं अन्वेषण मण्डल, केन्द्रीय जल आयोग, फरीदाबाद।
4. उपमंडल अभियंता/कनिष्ठ अभियंता (मुख्यालय), केन्द्रीय जल आयोग, फरीदाबाद।
5. नोटिस बोर्ड योजना परिमंडल, योजना एवं अन्वेषण मण्डल, फरीदाबाद।

Tender Data Sheet

Government e-Procurement System http://eprocure.gov.in			
<u>TENDER INPUT FORM</u>			
(A) Basic Details:			
S.No	Item	Description	
1.	Tender Reference No.	102/06/NIT/2020-21/2528-32 Dated:23.09.2022	
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	Yes	
7.	Allow Offline Submission	No	
8.	Payment Mode	Offline / Online through BharatKosh	
9(a)	If Offline:	Instrument: 1. SS-Small Savings Instrument 2. BG-Bank Guarantee 3. BC-Bankers Cheque 4. 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):			
S.No	File Name	Type	
1.	“Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).”	Pdf	
(D) Work Item Details:			
S.No	Item	Description	
1.	Work Item Title	“Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).”	
2.	Work Description	As per the scope of work mentioned in the tender document	
3.	Pre qual. Details	As per the Notice Inviting Tender (NIT)	
4.	Product/Work Category	Similar works means works related to Topographical survey by Unmanned Aerial Vehicle (UAV) / Drone / Satellite imageries etc.	
5.	Product Sub Category	Topographical Survey by drone	
6.	Contract Type	Item Rate Contract	
7.	Tender Value	Rs. 30,25,000/- (Rupees Thirty Lakh Twenty Five Thousand only).	
8.	Bid Validity days. If other, specify	90 days	
9.	Completion Periods in months	120 days from the issue of letter of commencement	

10.	Location (Work/service/items)	Subarnarekha-Mahanadi Link Project situated in Jhargram, West Bengal (86° 43' 50" E, 22° 12' 56" N)
11.	Pin Code	721506
12.	Pre Bid Meeting*	No
	If Pre Bid Meeting is Yes	-
	Pre Bid Meeting Place*	-
	Pre Bid Meeting Address*	-
	Bid Opening Place	Office of the Executive Engineer, Planning & Investigation Division, Central Water commission, Quarter No 1061-64, Type V, NH-IV, NIT Faridabad -121001 (Haryana)
	Inviting Officer	Name: Mayank Suhirid Designation: Executive Engineer.
	Inviting Officers Address* Phone/email:	Quarter No 1061-64, Type V, NH-IV, NIT Faridabad -121001 (Haryana), Phone: 0129-2412576, 0129-2411375 e-mail: pi-cwc@nic.in

(E) Fee Details:

1.	Tender Charges:	
1(a)	Tender Fee	NA
1(b)	Processing Fee	NA
1(c)	Surcharges	NA
1(d)	Other Charges	NA
2.	EMD Fee	Rs. 60,500/-
3.	EMD Exemption Allowed	Exempted for MSE registered vendors. (Shall be registered with MSE for similar type of services)
3(a)	If EMD Exemption Allowed is Partial, EMD Exemption Percentage%	NA

(F) Critical Dates:

		Date (DD/MM/YYYY)	Time (Hrs.)
1.	Publishing Date	26/09/2022	15:00
2.	Document Sale Start Date	26/09/2022	17:00
3.	Seek Clarification Start Date	27/09/2022	10:00
4.	Seek Clarification End Date	30/09/2022	17:00
5.	Pre Bid Meeting Date	NA	NA
6.	Bid Submission Start Date	01/10/2022	10:00
7.	Bid Submission End Date	12/10/2022	11:00
8.	Bid Opening Date	13/10/2022	11:00

(G) Bid Openers Selection:

	Name/Description	Email ID
B01	Sh. Mayank Suhirid, EE, PID	mayanksuhrid-cwc@nic.in
B02	Sh. Jitendra Kumar Singh, AAO, PID	jk.singh75@nic.in
B03	Sh. Manpal Singh, AD-II, PC	manpalsingh-cwc@gov.in
B04	Sh. Vijay Pant, SDE, PID	vijaypant-cwc@gov.in

(H) Uploading the Tender documents; (only pdf, jpg, xls&rar Files allowed)

	Item	Contents (in pdf form)
1.	Registration Documents	a) Scanned copy of registration certificate of firm as per the eligibility criteria.
2.	Statutory Documents	a) Scanned copy of PAN CARD, and GST Registration Certificate of the firm.

3.	Experience	a) Signed and scanned copy of experience certificates of similar works. b) Undertaking of No Blacklisting Certificate (Compulsory)
4.	Income Tax/ Turnover Related	a) Signed and scanned copies of ITR of Last Three FY.
5.	Acceptance Letter	Signed and scanned Technical Bid acceptance letter as per the Annexure-V.
6.	Technical Bid Check List	Duly filled up, Signed & Scanned Copy is to be attached as per the Annexure-II.
7.	Financial Bid	As per the BOQ attached. (in .xls format)

Prepared by: Manish Sharma, JE (HQ), Planning Circle, CWC, Faridabad

Checked by: Vijay Pant, SDE(HQ), P&I Division, CWC, Faridabad

Approved by: Mayank Suhririd, EE, PID, CWC, Faridabad

Date of Updation: 23-09-2022

Seal of the Office of the TIA:

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : Haryana
CIRCLE : Planning Circle, Faridabad
DIVISION : Planning & Investigation Division, Faridabad
ORGANISATION : Yamuna Basin Organization, New Delhi

Item Rate Tender & Contract for Works

Tender for the work of:

**“Strip and Reservoir Area Survey of Subarnarekha Barrage under
Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by
Unmanned Aerial Vehicle (UAV).”**

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 Rs.....
(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

INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS

Introduction:

Before submitting the tenders, the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work and had a clear overview of location where work has to be executed. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the ***Executive Engineer, P&I Division, Central Water Commission, Faridabad (Department)*** in writing as per the dates mentioned in the tender data sheet. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the *Department* are understood by the contractor. **No further communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.**

Eligibility criteria:

- A. The Contractor should be registered with a valid registration certificate. Contractor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency or vendor must be registered with valid registration credentials.
- B. The bidder cannot engage in Joint Venture (JV) for the present work. No Joint Venture is allowed.
- C. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- D. The Contractor must have executed works of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for private departments in the last 7 years ending March 2022, each of minimum value as detailed below:
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - or
 - b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost.
 - or
 - One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means works related to Topographical survey by Unmanned Aerial Vehicle (UAV) / Drone / Satellite imageries etc.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered complete.

Average annual financial turnover of Rs. 31.00 Lakh during the previous 3 financial years (FY 2019-20, 2020-21, 2021-22).

Period of validity of tenders:

The tender for the work shall remain **valid for a period of ninety (90) days** from the date of opening of tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to blacklist the vendor from working in government department within the duration of above contract if any, tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, or the contractor fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the *Department* may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing.

Earnest Money Deposit (EMD):

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 60,500/- (Rs. Sixty Thousand Five Hundred) only in form of Demand Draft drawn on a Scheduled Bank in favour of **Executive Engineer, P&I Division, CWC, Faridabad** or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Treasury Challan (ii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (iii) Banker's cheque of a scheduled Bank (iv) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, P&I Division, CWC, Faridabad, (v) Bank Guarantee from a scheduled bank as per given Performa. Unsuccessful tenderer's EMD shall be returned as per rule and successful tenderer's EMD shall become part of Security Deposit and shall be discharged as per rules. The EMD shall be forfeited in the circumstances as given below:

- a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely.
- b. If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- c. If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period, within 07 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.
- d. If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- e. In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- f. No interest shall be paid by the Department on the EMD to any bidder, whether successful or unsuccessful.

A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened. **Contractor registered with MSEs for similar type of works (Valid proof of the same must be enclosed in bid) are exempted from payment of EMD as well as per CWC letter No T-36074/(ii)/3/2020-RD-1 Dte dated 05.08.2022 such bidders are also exempted from submitting the Bid Security Declaration as well.**

Opening of Tenders:

The tender shall be opened online on 13/10/2022 at 11.00 Hrs in the office of the Executive Engineer, P&I Division, Central Water Commission, Quarter No-1061-64, Type V, NH-IV, Faridabad-121001 in the presence of tenderer/bidder or their authorized representative who choose to attend.

General:

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderer are expected to clearly understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2022 and its subsequent amendments from time to time will be applicable/binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favor of any person and same is prohibited and is liable to result in termination of the contract.
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderer's.
- The valid means of communications for this tender shall be in writing/fax/E-mail followed by confirmation in writing by post. The communication should clearly reach this office.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderer are advised to go through the scope of the work and all technical specification related to it, condition of sites etc. Vendors are required to obtain necessary clarification from the department before submitting the bid for the work before the dates as mentioned in this tender.
- Submission of a tender by a tenderer/bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution of the work.

- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character. All aspects of verification (**police verification, address verification, document verification etc.**) of the persons to be employed shall be the sole responsibility of the contractor and no compensation shall be claimed for that.
- Agreement shall be signed with the successful tenderer/bidder on prescribed proforma given in this tender document and a contract agreement will be prepared. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- The Contractor shall not be permitted for works in the office of the Executive Engineer, P&I Division, CWC, Faridabad (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Jal Shakti, Department of WR, RD&GR. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only.
- Tenderer who has downloaded the tender from the www.eprocure.gov.in or www.cwc.gov.in shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/modified in any manner, tender will be completely rejected firm shall be blacklisted for taking similar works.
- Intending tenderer are advised to visit again CWC website www.cwc.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.
- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
 - a. The tender form and financial bid submitted by the tenderer online,
 - b. Tender document
 - c. Amendment to the tender document,
 - d. Post tender opening Correspondences both online and offline, and
 - e. Purchase's notification of award of the contract.

Submission of Tender Documents

- i. **Technical bid:** The following documents are to be **furnished** in the **Technical Bid Part (i.e. Eligibility criteria)** by the Contractor along with bid as per the tender document:

- a. Signed and scanned Technical Bid Check List as per tender document.
 - b. Signed and scanned copy of registration certificate of firm.
 - c. Signed and scanned copy of PAN and GST Registration Certificate of the firm.
 - d. Signed and scanned copy of work orders and completion certificates of similar works executed in support of eligibility as per the tender notice.
 - e. Signed and scanned copy of Balance Sheets for last three years i.e. 2019-20, 2020-21 and 2021-22 for turnover purpose.
 - f. Signed and scanned copy of ITRs (copy of Income Tax Return filed for FY 2019-20, 2020-21 and 2021-22).
 - g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount
 - h. Self-certified declaration of not been blacklisted by any Central/ State Govt. / PSU
 - i. Any other document in support of the Bid.
- ii. **Financial bid:** The following documents are to be furnished in the **Financial bid part** by the Contractor along with bid as per the tender document:
- a. Signed and scanned price schedule as per tender document.

Schedule of Quantities, Rates and Amount:

The tenderer must quote the rates keeping in mind all the terms and conditions mentioned in this tender document, Schedule of quantities etc. The rates quoted by the tenderer shall take into account the cost of material, labour, tools, equipment, GST & CPOH, safety equipment, Transportation charges, Coolie/labor charges and any other managerial cost for execution of the above said works.

- a. All rates shall be quoted in Indian Rupees only.
- b. Before quoting the rates, tenderer are requested to read carefully all terms & conditions, specifications, BOQ etc., In case of any doubt, he must get it clarified from EE, P&I Division, CWC, Faridabad.
- c. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.
- d. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totaling of unit rates, the unit rates shall prevail.
- e. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates as per the BOQ attached on the e-procurement portal. Any correction, overwriting etc. should be duly initialized (Signed).
- f. **Contractors are required to fill the GST percentage in the attached BOQ on the e-procurement portal. If found blank, the rates shall be considered inclusive of GST, without any clarification from the bidder.**
- g. Tendered rates (Estimated cost) are inclusive of the GST, taxes and levy is payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the statue, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, PID, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.

- h. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorized representative of Government.
- i. The contractor shall, within a period of 15 days of imposition of any further tax or levy pursuant to the constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- i. Notice Inviting Tender (CPWD-6)
- ii. Item rate tender & Contract for Works (CPWD-8)
- iii. Format for Acceptance
- iv. Schedules
- v. Information and Instructions to Tenderer's/Bidders
- vi. Instruction for online bid submission
- vii. Scope of Work
- viii. Schedule of Quantities, Technical & Financial Bid Format.
- ix. Terms & conditions of Contract
- x. Other conditions
- xi. Contract/Agreement format
- xii. Standard Form/ Performa

Tendering process

i. Marking and submission of tenders:

The tender shall be submitted online only.

Online Submission: The tenders should submit both “Technical bid duly signed & supporting document in respect of his eligibility for this tender” and “Financial Bid” online only. The specifications should be same as given in this tender. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

Online Submission:

No Hard copies of documents will be submitted by the bidder. Only online submission on the CPP portal will be accepted.

The Department may, at its discretion, extend this deadline for submission of tender by amending the tendering documents, in which case all rights and obligations of the Department and tenders previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids

The bids shall be opened online on the date and time mentioned in the NIT. Online bids unaccompanied by the Tender Document Cost shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically responsive (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present online, or offline or both.

iii. Evaluation of tenders: -

The tenders will be evaluated on the basis of specification as given in the tender document and unit rate of each item and total cost.

- a) The Technical Bids (eligibility criteria) will be evaluated based on the document submitted by the bidder on Registration of Firm, availability of valid PAN and GST registration, similar completed works, availability of drones as per requirement of project, track record, Turnover and past experience of the firm in providing similar services to Government/Semi-Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Financial bids will be evaluated based on total cost of the work quoted by the bidders, and scrutiny of item wise rate.

iv. Compensation for delay

With maximum rate @ 1% (one percent) 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.

v. Award of work:

The successful tenderer shall furnish, within 15 days of issue of the letter of acceptance of Tender, the **Performance Guarantee for an amount equal to 3% of the tendered and accepted** value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favor of **“Executive Engineer, P&I Division, CWC, Faridabad” valid up to 120 days beyond the date of expiry of the contract period.** The contract period shall expire after 3 months from the date of issue of letter of acceptance. It may be noted that Contract/Agreement shall be signed with successful tenderer only after submission of Performance Guarantee. No work should be started before signing of Contract/Agreement. The period of 3 months shall be reckoned from the date of issue of letter of acceptance.

vi. Deviation Clause

- a. The number of pages mentioned in **Schedule of Works** for each category is subjected to variation such that the overall deviation in quantities shall not exceed $\pm 20\%$ as mentioned in Clause of this NIT.
- b. Payment shall be made as per actual work performed in site.

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPPP), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a general provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time. No consideration would be given to the bidder for any delay faced due to any other issues (viz. technical/server down etc.) i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- d. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- e. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

CONDITIONS OF CONTRACT

Definitions:

1. The **Contract means** the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - The President means the President of India and his successors.
 - The Engineer-in-charge means the Executive Engineer, P&I Division, CWC, Faridabad who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
 - Government or Government of India shall mean the President of India.
 - The terms Director General includes Chief Engineer of the respective river basin of CWC.
 - Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, lockdown given the ongoing Covid-19 pandemic, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented flood, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. (xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' here under, with the amendments thereto issued upto the date of receipt of the tender.
 - **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

- **Department** means Central Water Commission (CWC) invites tenders on behalf of President of India as specified in schedule 'F'. **Central Water Commission** "CWC" means the organization headed by Chairman with headquarters at New Delhi and offices all over India.
- **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- **Tendered value** means the value of the entire work as stipulated in the letter of award.
- **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.

3. Scope & Performance:

The contractor shall be furnish, 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.

4. 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.

5. 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.

6. 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

- 6.1 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.

- 6.2 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.
- 6.3 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.

7. 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, PID, CWC, Faridabad. **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, 2020 (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 access to 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: EMD amounting to Rs. 60,500/- only in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, P&I Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 should be submitted with bid. Contractor registered with MSEs for similar type of works (Valid proof of the same must be enclosed in bid) are exempted from payment of EMD, further as per CWC order No T-36074/(ii)/3/2020-RD-1 Dte dated 05.08.2022 such bidders are also exempted from submitting the Bid Security Declaration as well. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened

Performance Guarantee: Performance Guarantee for an amount equal to 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 07 days of issue of the letter of acceptance.

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: -
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c) 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
 - d) A natural person who is a citizen of such a country; or
 - e) A consortium/ joint venture where any member falls under any of the above
 - f) 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.

SCHEDULES

SCHEDULE ‘A’- Schedule of quantities (Enclosed in this Tender Document on page 24)

SCHEDULE ‘B’- Schedule of materials to be issued to contractor: Not applicable

SCHEDULE ‘C’-Tools and plants to be arranged by the contractor: Not applicable

SCHEDULE ‘D’- Extra schedule for specific requirement: Not applicable

SCHEDULE ‘E’- Applicable

Name of work:	“Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).”
Estimated cost of work:	Rs. 30,25,000/- (Rupees Thirty Lakh Twenty Five Thousand only) inclusive of GST
EMD	Rs. 60,500/-
Performance Guarantee	3% of the tendered and accepted value of work within 7 days from issue of Letter of acceptance. Applicable only for successful Bidder.
Security Deposit:	2.5% of the tendered and accepted value of work from running/final bill of contractor

SCHEDULE ‘F’- Reference to terms and conditions of contract

General Rules & Directions:	
Officer inviting tender:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001.
Definitions:	
Engineer- in Charge:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Accepting Authority:	Chief Engineer, Yamuna Basin Organisation, Kalindi Bhawan, New Delhi.
Percentage on cost of materials and Labour to cover all overheads and profits.	NA
Department	Central Water Commission
Standard schedule of rate	DSR 2021/CWC SOR 2012
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	15 days for PG Submission
Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in(i) above	7 Days
Clause 2: Compensation for delay	
Authority for fixing Compensation under clause 2	SUPERINTENDING ENGINEER, PLANNING CIRCLE,FARIDABAD

With maximum rate @ 1% (one percent) 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				120 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, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001			
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, YBO, CWC, New Delhi							
ii. Member – Superintending Engineer (C), YBO, CWC, New Delhi							
iii. Member - Superintending Engineer, Planning Circle, CWC, Faridabad							
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	Technical	3 years	01	NA	NA

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.

SPECIAL CONDITIONS OF CONTRACT

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

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.
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.
3. The successful tenderer 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.
4. Item rates shall remain valid for variation up to 50% of the quantity given in the schedule of quantities.
5. The agency is advised to inspect the site before tendering.
6. Within 15 days of award of work, the agency shall submit the method statement as how they intends to execute the work with quality and specification, sequencing of Items etc. for approval of Engineer-in Charge.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Prior permission from the Forest/Gram sabha will be responsibility of the contractor.
13. Location maps of **Area of Interest (AOI)** are 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.
14. 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.
15. 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.

16. The tenderer will be required to attend regular meetings at their own cost with SE, PC CWC, Faridabad or EE, PID at Faridabad at a time interval to be agreed upon to discuss matters relevant to the project and to monitor progress.
17. 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.
18. The Competent Authority will check deliverables provided by the tenderer 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 tenderer.
19. All the survey work should be connected to GTS bench marks.
20. The quantities indicated under Schedule of Quantities are approximate only and are liable to change. If the quantities vary by more 50% then the rates will be finalized on the basis of actual analysis for respective item.
21. Any permission required from any authority for flying of drone will be responsibility of tenderer. However, CWC will write to these agencies for providing necessary support to the tenderer.
22. Safety and security of the Drone, its accessories and manpower deployed will be responsibility of the tenderer. However, CWC will write to local authorizes for providing necessary support to the bidder.
23. Representative for CWC side will be available at site during the survey.
24. Survey schedule must be fixed in consultation with Engineer-in-Charge.
25. Tenderer are 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.
26. **For reservoir survey and strip survey area under the elevation of MWL+5m shall be surveyed.**
27. **For strip survey area under the elevation of MWL+5m shall be surveyed on both the banks upto 5 km downstream from Subarnarekha Barrage Axis.**
28. Tentative values of FRL/MWL 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.
29. The survey areas marked in the **Plate 1** is tentative. Once the value of FRL/MWL is fixed, then contractor has to work out AOI considering the MWL+5m contour.
30. MWL+5m contour for all sites must be closed till Barrage site and it should be extended upto 5 km Downstream of Subarnarekha Barrage axis.
31. The error in GTS connection shall not be more than $\pm 5\text{cm}$.
32. The error in reservoir survey shall not be more than $\pm 10\text{cm}$.
33. The error in Strip Survey shall not be more than $\pm 10\text{cm}$
34. **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.

35. Liquidated Damages for delay

- a. The time stipulated in the contract as per progress report shall be deemed to be the essence of the contract. In the event the 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:

In the event of any delay corresponding to each milestone as specified in tender at the rate of 1.0 % of the remaining part of the contract value of the work per week of delay or part thereof shall be levied subject to a ceiling of 10% of the total contract value of the work.

- b. 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.
- c. 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.
- d. 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.

36. 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.

37. 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.

38. Observance of Employees State Insurance Act 1948 and PF act 1952.

The Bidder shall observe all the provisions of the Employees State Insurance Act, 1948 and the Employees Provident Fund Act, 1952 duly amended from time to time where ever applicable and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the survey work.

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

- 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.

2. The Bidder shall be paid at Contract rates 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.

SCOPE OF WORK

The scope of work includes topographical Survey of Subarnarekha barrage including reservoir area survey, strip survey, L section and cross sections of river and transfer of bench mark etc. which is required for preparation of Detailed Project Report of proposed **Subarnarekha-Mahanadi Link 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 respects in accordance with I.S. specifications, Guidelines issued by CWC regarding for preparation of DPR of Irrigation & Multipurpose 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.

TECHNICAL SPECIFICATIONS

1. GENERAL

- a. The scope of the bid is as mentioned in SCOPE OF WORK.
- b. These services would cover, in general, grid survey, strip survey, transfer of Bench Mark etc. as indicated in this document and as directed by EIC and within the stipulated time period.
- c. 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.
- d. All surveys and drawing work shall conform to the standard practices and as per BIS and Survey of India specification.
- e. All survey work to be done using Drone Aerial surveys, 3D Photogrammetry, digital mapping, 3D visualization and allied works.
- f. All relevant geomorphic, geographical and manmade elements including various permanent features in the near vicinity shall be marked giving standard legend.
- g. The specifications for the contour lines shall be generated in colour 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 SOI 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.
- h. 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.

2. 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 equipments 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.

3. 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 equipments 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 his 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, Planning Circle, Central Water Commission, Faridabad failing which it will be referred to Chief Engineer for his arbitration. The decision of Chief Engineer, Yamuna Basin Organization, Central Water Commission, New Delhi 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 New Delhi.

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 annexed in Plate 2.
- 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 disturbed 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.

4. 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.

5. 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.

6. MEASUREMENTS AND PAYMENTS

- a) The Bidder shall submit a written statement of interim account showing the cumulative sum to which considers eligible for payment along with all the relevant documents at the end of each month to the Engineer-in Charge. It will be the Bidder's responsibility to get the work done by them verified from department.
- b) 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:
- c) The estimated value of the survey works executed and checked by the department representative up to the end of each month.
- d) The total amount certified on previous interim payment certificate.
- e) Deductions, if any.
- f) 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.
- g) In case the employer withdraws apart of the work, then the same will stand withdrawn from the item of works of the concerned surveying agencies.
- h) 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, within stipulated time period. All the drawings/ maps shall be Geo-referenced AUTOCAD/Arc GIS compatible.

9. THE BIDDER SHALL SUBMIT FOLLWING DOCUMENTS:

- 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 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.

3D/2D TOPOGRAPHIC SURVEY SPECIFICATIONS

The scope of work constitutes completion of all the works for strip survey and reservoir survey for Subarnarekha barrage in Subarnarekha-Mahanadi Link Project situated in West Bengal (86°43'50" E, 22°12'56" N) and preparation of maps as required. The ancillary requirements required for the fulfillment of the work shall be supplied by the bidder free of cost within the scope of the work.

The Topographical Survey will require to be carried out using Drone for both barrages consisting of:

- (1) GTS Bench Mark connection using DGPS or better available technology from nearest available GTS Benchmark to Musto type Bench marks constructed at respective of sites.
- (2) Strip survey of barrage site using 10m x 10m Grid and covering elevation MWL+5m or one km from firm bank of river in each side whichever is more. Survey will cover area about 5 km downstream from the Subarnarekha barrage axis. Contour interval shall be 0.5m on a scale of 1:1000.
- (3) Reservoir area survey using 10m x 10m Grid and covering elevation MWL+5m on both sides. Survey will cover area upto MWL+5m on upstream portion along the river stretch. Contour interval shall be 0.5m on a scale of 1:1000.
- (4) 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.
- (5) Upstream L-section of river upto MWL+5m or to a point up to which the back water effect is likely to extend from the axis of the structure, whichever is less. In case of any head works situated upstream within MWL+5m or the farthest point affected by back water, L-Section to be taken upto the head works on a scale of 1:10000 horizontal and 1:100 vertical.
- (6) Downstream L-section of river, 10 km from the axis of the structure or upto nearest headwork whichever is less on a scale of 1:10000 horizontal and 1:100 vertical.
- (7) Upstream X-section at 200m intervals upto MWL+5m or 1 km on either side of the firm bank whichever is less and for a distance of 2 km from the axis of the structure and thereafter at one km interval corresponding to the length of the L-Section.
- (8) Downstream X-Section at 200m intervals upto historical/observed HFL+1m on either side of firm bank for a distance of 2 to 5 km from the axis of the structure depending upon the meandering nature of the river.
- (9) X sections of river shall be taken with total station/DGPS or better available technology with minimum permissible errors and on a scale of 1:2000 horizontal and 1:100 vertical.

Deliverable:

- (1) Five sets of Contour maps showing all features like road, village, ponds, electric wires etc. (hard & soft copy) on 0.5m interval with 10m grid compatible with arcGIS/Geo referenced AutoCAD/DWG format.
- (2) Soft copies of DEM and DTM having all layers on 0.5m interval with 10m grid compatible with arc GIS in two SSD hard disks of 500 GB each.
- (3) Excel file of x section data, clearly showing latitude, longitude, RD & RL of the points.
- (4) All field observed data/field book etc.

Specifications

Preparation of Topographic Plan

This activity will include 3D/2D digitization of all the features (natural and manmade) e.g. existing roads, extension of settlements, change in land use pattern, change in water bodies, etc., and capturing new features e.g. new roads / railways, new settlements etc., The scale of topographic map will be standard.

The topographic map consisting of all the features (such as Roads, trails, Telephone / Electric Poles, Houses, Huts, important land markings, forest, etc.) shall be prepared in AutoCAD environment as one drawing and in blocks of suitable length along the alignment as may be decided during the execution of work. There will be separate layer for each feature. While drawing features, the precautions mentioned below need to be adopted.

- a. There should not be topographical errors.
- b. Consistency should be maintained for symbology and attributes of features.
- c. Consistency should be maintained for File naming conventions.
- d. There should not be any missing feature.
- e. The entire data should have the required positional accuracy
- f. All the linear features need to be captured at the center of the perceived casing.
- g. All point features should be captured at the centroid of the backdrop polygon.
- h. Contours (smooth) generated shall be overlaid as a separate layer.

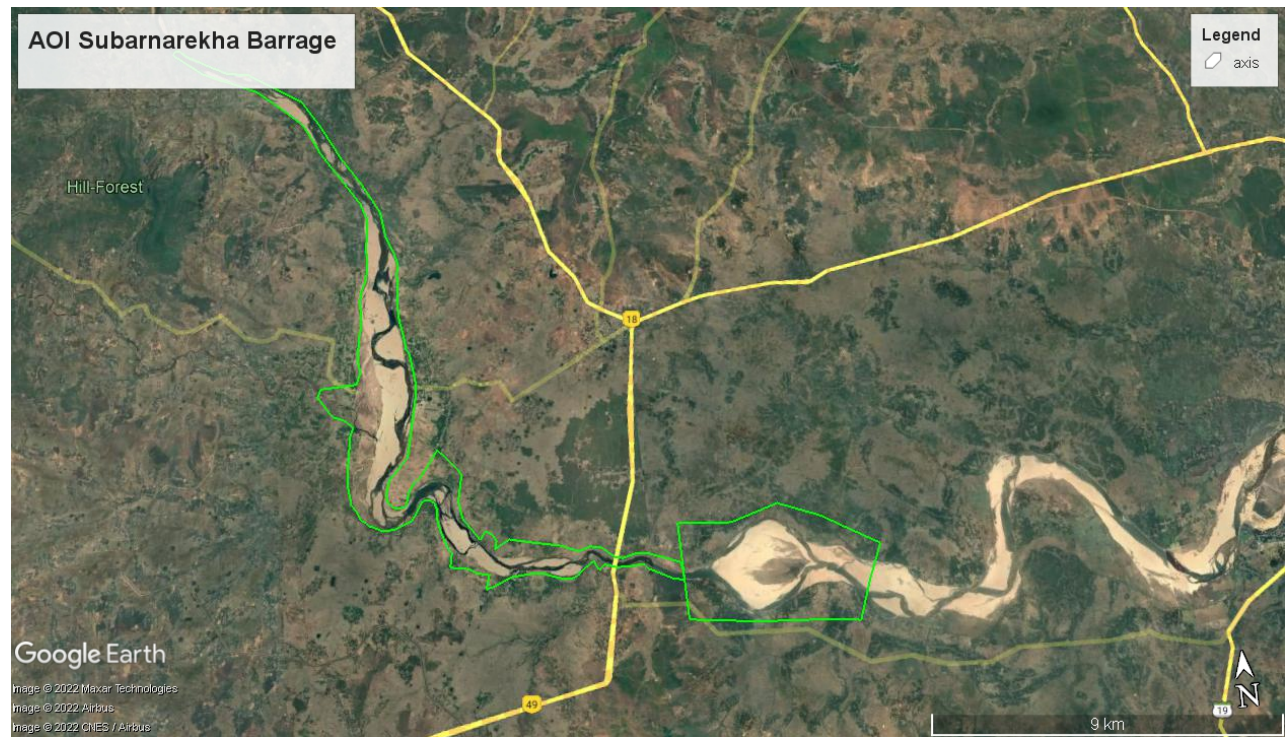
SCHEDULE-A**Schedule of Quantities**

Name of Work: “Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).”

S.No	Particulars	Approximate Quantities
01	Topographical Survey for Subarnarekha Barrage in Jhargram district of West Bengal (Place is situated near zero point of West Bengal, Odshia & Jharkhand) using Drone Aerial surveys, 3D Photogrammetry, digital mapping, 3D visualization and allied works.	
(a)	Strip survey using 10m x 10m Grid and covering elevation MWL+5m or one km from either side of firm bank, whichever is more. Survey will cover area about 5 km downstream from the Subarnarekha barrage axis. Contour interval shall be 0.5m & scale shall be 1:1000.	
	Subarnarekha Barrage Lat - 22° 12' 56"N Long - 86° 43' 50"E FRL/PL - 47.75 m Approx MWL - 48.5 m	13 sq.km
(b)	Reservoir area survey using 10m x 10m Grid and covering elevation MWL+5m on both sides. Survey will cover area upto MWL+5m on upstream portion along the river stretch. Contour interval shall be 0.5m & scale shall be 1:1000.	
	Subarnarekha Barrage MWL 48.5 m	20 sq.km
02	GTS Bench Mark connection using DGPS or latest technology from nearest available GTS Benchmark to Musto type Bench marks constructed at respective of sites as detailed below :- Subarnarekha Barrage Site	Within 50 km
(c)	Upstream L-section of river upto MWL + 5m or to a point up to which the back water effect is likely to extend from the axis of the structure, whichever is less. In case of any head works situated upstream within MWL+5m or the farthest point affected by back water, L-Section to be taken upto the head works on a scale of 1:10000 horizontal and 1:100 vertical.	
	Subarnarekha Barrage Site	22 Km
(d)	Downstream L-section of river, 10 km from the axis of the structure or upto nearest headwork whichever is less on a scale of 1:10000 horizontal and 1:100 vertical	
	Subarnarekha Barrage Site	10 Km
(e)	Upstream X-section at 200m intervals upto MWL + 5m or 1 km on either side of the firm bank whichever is less and for a distance of 2 km from the axis of the structure and thereafter at one km interval corresponding to the length of the L-Section.	
	Subarnarekha Barrage Site	30 Nos.
(f)	Downstream X-Section at 200 m intervals upto historical/observed HFL+1m on either side of firm bank for a distance of 2 to 5 km from the axis of the structure depending upon the meandering nature of the river.	
	Subarnarekha Barrage Site	15 Nos.
(g)	Construction of D type permanent bench marks in the vicinity of site at the locations provided by Engineer-In Charge as per the drawing attached in Plate 2	10 Nos.

Note: The quantities mentioned against each item are tentative and may vary. The department has a liberty to change the quantities during the course of actual survey. Only actual quantities of work done will form basis of the payments to be made.

Area of Interest of Subarnarekha barrage Site marked on Google earth



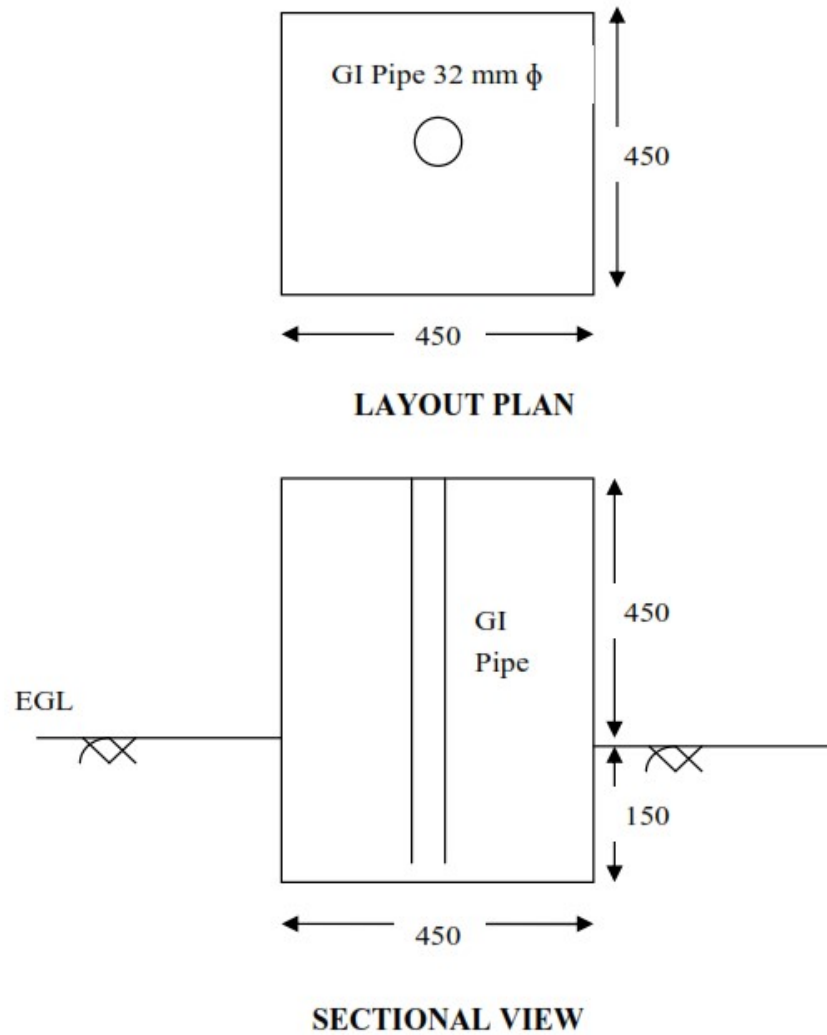


FIG: LAYOUT PLAN AND SECTIONAL VIEW OF PERMANENT BENCHMARK

NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETER UNLESS OTHERWISE SPECIFIED.
2. THIS DRAWING SHOWS THE LAYOUT AND SECTIONAL DETAIL PROPOSED PERMANENT BENCHMARK.

Technical Bid Check List

(To be furnished online only. Offline bids are not acceptable under this contract)

Filled technical bid check list should be uploaded with the technical bid on the e-procurement portal.

S. No.	Particulars	To be filled by the tenderer
1.	Name of the bidder	
2.	Postal Address of the Bidder	
	Phone:	
	Mobile:	
	Fax:	
	Email:	
3.	Is your firm registered (provide valid registration certificate)	
4.	Date of establishment of the agency	
5.	Income Tax Permanent Account Number (PAN) (Attach proof)	
6.	Income Tax return filed (Attach proof)	
7.	GST Registration number (Attach proof)	
8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (attach work orders and completion certificates)	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
10.	Length of experience in the field	
9.	Experience in dealing in similar works with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates)	
10.	Whether agency profile is attached?	
11.	List of present clients	
12.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached).	

FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

TENDER NO:102/06/NIT/2020-21/2528-32

To,
The Executive Engineer,
P&I Division,
Central Water Commission,
Quarter No-1064, Type V,
NH-IV, Faridabad-121001

Subject:-Bid for “Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).” – Reg.

Sir,

With reference to your tender published on CPP portal dated 23.09.2022 the subject mentioned above, I/We quote the rate for above mentioned work asunder:

S.No	Particulars	Approximate Quantities	Rate in Rs.	Amount in Rs.
01	Topographical Survey for Subarnarekha Barrage in Jhargram district of West Bengal (Place is situated near zero point of West Bengal, Odisha & Jharkhand) using Drone Aerial surveys, 3D Photogrammetry, digital mapping, 3D visualization and allied works.			
(a)	Strip survey using 10m x 10m Grid and covering elevation MWL+5m or one km from either side of firm bank, whichever is more. Survey will cover area about 5 km downstream from the Subarnarekha barrage axis. Contour interval shall be 0.5m & scale shall be 1:1000.			
	Subarnarekha Barrage Lat - 22° 12' 56"N Long - 86° 50' 50"E FRL/PL - 47.75 m	13 sq.km		
(b)	Reservoir area survey using 10m x 10m Grid and covering elevation MWL+5m on both sides. Survey will cover area upto MWL+5m on upstream portion along the river stretch. Contour interval shall be 0.5m & scale shall be 1:1000.			
	Subarnarekha Barrage MWL 48.5 m	20 sq.km		
02	GTS Bench Mark connection using DGPS or better available technology from nearest available GTS Benchmark to Musto type Bench marks constructed at Subarnarekha Barrage Site	Within 50 km		
(c)	Upstream L-section of river upto MWL + 5m or to a point up to which the back water effect is likely to extend from the axis of the structure, whichever is less. In case of any head works situated upstream within MWL+5m or the farthest point affected by back water, L-Section to be taken upto the head works on a scale of 1:10000 horizontal and 1:100 vertical.			
	Subarnarekha Barrage Site	22 Km		
(d)	Downstream L-section of river, 10 km from the axis of the structure or upto nearest headwork whichever is less on a scale of 1:10000 horizontal and 1:100 vertical			
	Subarnarekha Barrage Site	10 Km		
(e)	Upstream X-section at 200m intervals upto MWL + 5m or 1 km on either side of the firm bank whichever is less and for a distance of 2 km from the axis of the structure and thereafter at one km interval corresponding to the length of the L-Section.			

	Subarnarekha Barrage Site	30 Nos		
(f)	Downstream X-Section at 200 m intervals upto historical/observed HFL+1m on either side of firm bank for a distance of 2 to 5 km from the axis of the structure depending upon the meandering nature of the river.			
	Subarnarekha Barrage Site	15 Nos		
(g)	Construction of D type permanent bench marks in the vicinity of site at the locations provided by Engineer-In Charge as per the drawing attached in Plate 2	10 Nos		
	<u>Deliverable:</u> (1) Five sets of Contour maps showing all features like roads, village, temples, schools, electric wires etc (hard & soft copy) on 0.5m interval with 10m grid compatible with arcGIS/Geo referenced AutoCAD-DWG format. (2) Soft copies of DEM and DTM having all layers on 0.5m interval with 10m grid compatible with arc GIS in two SSD hard disks of 500 GB storage each. (3) Excel file of L-section and all x section data, clearly showing latitude, longitude, RD & RL of the points. (4) All field observed data/field book etc.			

The above financial bid sheet is just for display, actual Financial bid will be submitted online as per the BOQ attached with the tender on CPPP portal.

Contractors are required to fill the GST percentage in the attached BOQ on the e-procurement portal. If found blank, the rates shall be considered inclusive of GST, without any clarification from the bidder.

Any other points to be mentioned:

I/We accept all the terms and conditions of your Tender Notice referred to above. The above rate is inclusive of all Taxes payable to the Government except GST, which has been shown separately.

Yours faithfully,
(Authorized Signatory) (with
Name/designation, contact
No.& seal)

ELIGIBILITY DECLARATION

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

(Along with supporting documents, if any)

Tender Document No. 102/06/NIT/2020-21/2528-32; Tender Title: Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV)."

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 Organisation 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 fulfil 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, Udyam Registration Certificate with the Udyam Registration Number as *proof* of our being MSE registered on the Udyam 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:

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]

CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement no./2020-21/PID/Faridabad) made on the ____ day of ____ 2022 between the Executive Engineer (for and on behalf of the President of India), Planning & Investigation Division, Central Water Commission, Qtr. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001 (name or address of the Department) (hereinafter called “the First Party”) and _____ (name and address of the contractor) (hereinafter called “the Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work ***“Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).” (Hereinafter called “the work”)*** and the First Party has accepted the Bid by the Second Party for a contract price of Rs.only.

Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for carrying out the works as mentioned in conformity in all aspect with the provisions of the contract. The First Party hereby covenants to pay the Second Party in consideration for the above-mentioned work.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
 - a) Tender Document issued to the contractor and duly submitted by him after duly signed;
 - b) Amendments/Corrigendum to the tender document, if any;
 - c) Letter of the contractor submitting the tender;
 - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - e) Rate and Amount of tender/bid quoted by the contractor;
 - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
 - g) Letter of the Executive Engineer communicating acceptance of the tender;
 - h) Letter of the Executive Engineer regarding commencement of the work;
 - i) Performance security;
 - j) 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;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signature of First Party Signed by _____
(for and on behalf of the President of India)

Binding signature of Second Party signed by _____
(for and on behalf of the _____ duly authorized vide resolution
No _____ dated _____ of the Board of Director of _____
In the presence of
(Witnesses)

(1)

(2)

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 **“Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).”** (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, 2022.

.....

(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,
Planning & Investigation
Division, Central Water
Commission, Faridabad.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: NIT No. 102/06/NIT/2021-22/2528-32 dated 23.09.2022

Name of Tender/Work: “Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).”

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: “Strip and Reservoir Area Survey of Subarnarekha Barrage under Subarnarekha Mahanadi (S-M) Link Project in West Bengal & Orissa by Unmanned Aerial Vehicle (UAV).” **from the** _____
_____ 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)