



GOVERNMENT OF INDIA CENTRAL WATER COMMISSION

Tender Document For Topographical Survey Work for Command Area of Ujh Multipurpose Project in Distt. Kathua, J&K

Tender Number CD/JEQ/ UMP/C-17/2010



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

This document is to be signed and stamped and submitted back in original to the Purchaser.	
Tender Sr. No.	
Issued To	
Dated	
Signature and Stamp of EE office	
This Tender Document Contains 50 pages	

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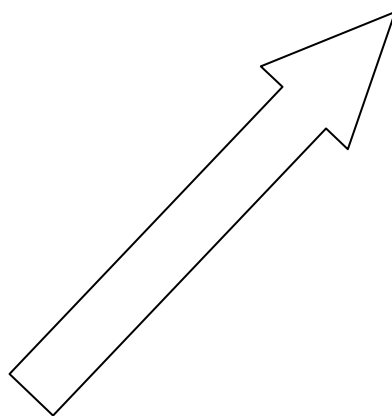
Page 1

Correction-Nil

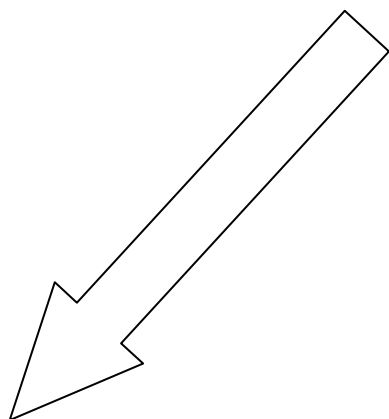
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Omission-Nil

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

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

Name of work	“Topographical Survey Work for Command Area of Ujh Multipurpose Project in Kathua Distt. of J&K”
Period of Work	90 days
Estimated Cost	Rs. 158.60 lakhs
EMD	Rs. 3.17 lakhs

2. Qualification Criteria that the Firms should fulfill, includes:
- Should be a registered Govt. firm / agency having worked for railways, CPWD, PSU or any other Govt. department for the similar work.
 - The average annual turnover of the firm during the last three years should be at least 40% of the estimated cost. TDS Certificates and Certificate of the CA, Income Tax Return, PAN No. of the firm etc. shall be considered.
 - The firm should have satisfactorily executed similar works, in the last seven years since the date of applying in the tender. Similar work shall mean the **Topographical Survey Work** for a Multipurpose/ Irrigation/ Canal Project for a Government Department / PSU. as Principal contractor. TDS Certificates/ Certificates from officers not below the rank of the Executive Engineer or equivalent shall be considered.
 - Possession of sufficient nos. of Total stations, GPS and Licensed AutoCAD Map Software etc.
 - The salary certificates and the degree and experience of the associated Personnel who will be deployed on the work personnel or equivalent shall be considered.
3. Tender should be of three envelop system. Envelop-1 containing earnest money, envelop-2 containing technical proposal / details. Envelop-3 containing the financial proposal. All the envelops to be placed in one large envelop. Financial bid of only those tenderers shall be considered who fulfill the criteria for technical evaluation.
4. The important Dates are:

Start of Sale of the Tender	26-03-2011
End of Sale of the Tender	04-04-2011
Last Date of Submission of tenders	08-04-2011 up to 1500 hrs
Date of opening of Technical bid	08-04-2011 at 1530 hrs
Start of work	From the date of issuance of work order

Tender received after the last date shall not be entertained. Tenders with Defective EMD shall be rejected on the spot. Only purchased tender document can be submitted, downloaded document will not be entertained.

- For details of the Tender Conditions, Qualifying conditions and conditions of work etc. please read the Tender Details. The tender is also available on the web site www.cwc.nic.in for view.
- The tender document can be purchased after submitting the qualifying documents and checking of the originals from the Office of the Executive Engineer, Chenab Division, Jammu from 11 AM to 5 PM on any working day, against cash payment of Rs. 1000/-.
- The competent authority reserves the right to accept/reject any tender or annul the tendering process either in part or full without assigning any reason thereof.
- Since this is single stage tendering process, the tenders shall be issued to only those prospective applicants who has requisite experience and have professionals. Therefore while applying for the purchase of tender, such details may be enclosed.

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

Copy to:

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

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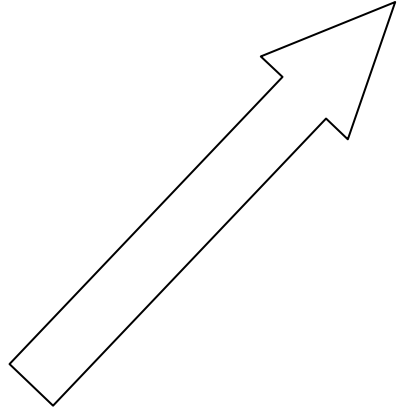
Page 3

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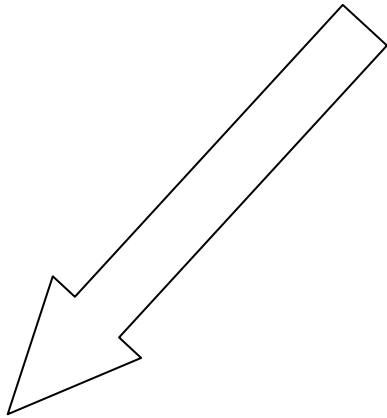
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PWD-8
TENDER APPLICATION

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

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

The EMD amount has been deposited with the Chenab Division in the form of Deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank / demand draft of a scheduled Bank as earnest money. If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Executive engineer, Chenab Division or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, further if I/we fail to commence the work as specified, I/we agree that Executive Engineer, Chenab Division or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein Further, I/we agree that in case of forfeiture of earnest money of both EMD and PG as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

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

Dated:

Signature of Tenderer
Postal Address

Phone Nos.

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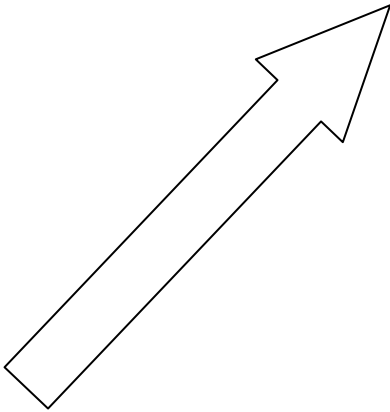
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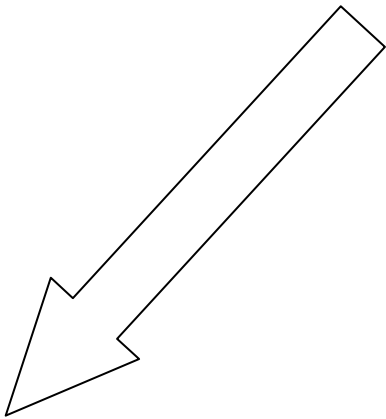
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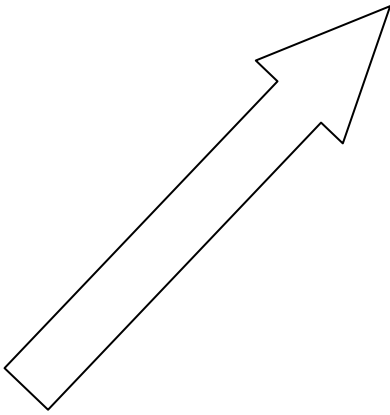
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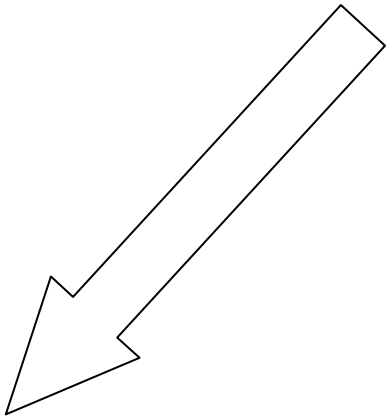
TENDER DATA SHEET

STATE : J&K	ORGANIZATION : IBO
CIRCLE: M&A Directorate.	BRANCH: Investigation
DIVISION: E.E. Chenab Division	SUB-DIVISION: SDE (NSD-2)
Name of Purchaser: Officer inviting tender and issuing General Directions:	President of India through Executive Engineer, Chenab Division CWC Jammu
Description of Work:	Topographical Survey Work for Command Area of Ujh Multipurpose Project in Distt. Kathua, J&K.

Tender Details and Instructions to tenders	As per Part A
General conditions of contract	As per Part B
Special Conditions of Contract	As per Part C
Description of Work	As per Part D
Commercial Tender	As per Part E
Dates	As per NIT



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PART A: GENERAL INSTRUCTIONS TO TENDERERS

A.1, General :

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

A.2. Tender Documents

1. **EMD:** EMD shall be deposited only in the prescribed form of Crossed Bank Draft/ FDR of scheduled bank, in favor of Executive Engineer, Chenab Division payable at Jammu. EMD of the unsuccessful tenderer shall be returned in original after finalization of the contract with the successful tenderer. EMD of the successful tenderer shall be a part of the security deposit and shall be returned after satisfactory completion of the work. EMD of a tenderer can be forfeited in case of withdrawal of tender before the finalization of the tender evaluation or for not entering into the contract.
2. The contents of the tendering documents as listed below shall be read in conjunction with any addenda issued. All the components of the tenders shall be considered as a single tender document:

Part A: Tender Details and Instructions

Part B: General Conditions of Contract

Part C: Special Conditions of Contract

Part D: Description of Work

Part E: Commercial Tender

A.3 Tendering Process

1. This is a single stage tender process. This tender document in original along with EMD and documents for the qualification criteria shall be submitted in the original in sealed envelopes as described below at the same time. The tender document must be signed and stamped by the Director/ Authorised Signatory. The POA on behalf of the Authorised Signatory must be included in the tender.
 - a) Earnest money through prescribed instrument should be placed in a sealed **envelope – 1** super-scribed as "**Earnest money**".
 - b) Documents for the Technical criteria and Tender document as issued by EE, Chenab Division, Jammu duly filled up, signed and stamped by Tenderer on every page should be placed in another sealed **envelope – 2** super-scribed as "**Technical Proposal**".

- c) The price bid clearly depicting the price quoted for each tender shall be place in another sealed envelope- **Envelop 3** super scribed as **Financial bid**.
- d) All the three envelopes to be enclosed in one large envelop with the name and address of the tenderer bidding for the tender.

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

- EMD** in favour of the Executive Engineer, Chenab Division, CWC, Jammu, payable at Jammu – **Envelop – 1**
- Technical Details and Tender document clarifying the eligibility criteria – Envelop – 2**
 - **Experience** : The firm / contractor should have carried out similar works of at least two projects. The Tenderer should attach certificates from the clients suitably clarifying to fulfill the qualifying criteria. The Experience certificates should indicate the value of the work.
 - **Adequacy & Work-plan:** Adequacy of the proposed work plan and methodology in responding to the scope of work. The contractor has to submit his own methodology and schedule of executing the work.
 - **Qualification / competence of the staff:** Tenderer should have the qualification & competence of the staff for the job assignment indicating the number of engineers, surveyors, mechanics, GIS experts etc. to be attached. The Tenderer should attach certificates from the clients suitably clarifying to fulfill the qualifying criteria.
 - **Delivery commitments in earlier projects:** Deliverables of earlier projects indicating deviations in completion time if any with percentage from the completion time.
 - **Equipments availability with the tenderer:** The Tenderer should attach list of hardware, software and instruments like Total Station, Auto Level, GPS, Sophisticated software etc., required for the job/assignment and available with the Company.
 - **Turnover of the firm / company:** Tenderer should attach the financial details of the company, TDS certificates and certificate of CA for the previous years. The firm / company should have satisfactorily executed, in the last five years since the date of applying in the tender.
 - **Team composition:** The Tenderer should submit the details of the professional team that will carry out the work– Annexure – II.
 - This tender document duly filled in, signed and stamped along with the detailed price offer– **Envelop – 3**.

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

- e) All the three envelopes viz. earnest money envelope (Envelope-1), Technical Bid envelope (Envelope – 2) and Financial Bid envelope (Envelope-3) should be placed inside another overall sealed envelope with the name of work written on it.
 - f) The financial bid will be considered / opened of those contractors only who fulfill the eligibility criteria of 65% of the technical evaluation (Envelope – 2) and whose earnest money placed in the other envelope (Envelope-1) is found to be non defective and unconditional.
2. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process, either in part or full, without assigning any reason thereof.
 3. The purchaser can alter Scope of requirements to any extent at any time during the tendering process or up to 25% at the execution stage of work.
 4. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to permanent blacklisting for all future CWC works/purchases with other legal actions.

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

A.4. BID OPENING AND EVALUATION

1. All the items and services mentioned in the tender should be quoted by the tenderer
 - a) Tenders offering only a part of the solution shall be considered as conditional and unresponsive and will be rejected.
 - b) The bidders should specifically note that they are not expected to stipulate any condition in their tender and further if any such condition is included in the tender; such tenders are liable to be out rightly rejected treating the same as a conditional tender.
 - c) Tenders with Defective EMD or without EMD shall be summarily rejected and

their tenders shall be returned on the spot.

4.2 The bid will be opened in the following sequence:

First – Envelope no. 1 containing EMD

Second – Envelope no. 2 containing the technical bid.

The evaluation of the tender shall very much depend upon the technical strength of the tenderer, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc. The tenderer shall be awarded points for each criteria mentioned below. The weight age of the each criterion is also shown against it. The third envelope containing the financial bid shall be opened only of those contractor(s) whose EMD is considered acceptable and whose weightage in technical evaluation criteria will be 65% or more.

The Tenderer has to provide inputs to meet the evaluation criteria as given below. Sufficient data / documents be enclosed for technical evaluation. Details in respect of turnover, experience, understanding of scope of work, manpower, etc. as per evaluation criteria has to be provided in the envelope used for Technical Evaluation.

S No.	Technical Evaluation	Points
1.	Experience of the contractor related to the assignment (No..of Projects)	20
2.	Adequacy of the proposed work plan and methodology in responding to scope of work	20
2.1	Work Programme and organization of staff	
3.	Qualification and competence of the staff for the assignment (Provide certificates for all projects where the experience has been counted for)	20
3.1	Engineers for over all supervision. Min 2	
3.2	Surveyor. Minimum 5	
3.3	Mechanic for instrument handling. Minimum 10	
3.4	GIS expert. Min 2	
4.	Delivery commitments in earlier projects (Provide completion certificates from previous employers).	10
4.1	Average percentage deviation of projects executed in last 3 years (in the range 0-10%, 10%-20%, 20%-30% etc.)	
5.	Objective realization	10
5.1	Understanding of the objectives	
5.2	Suggestions for modification if any	
5.3	Innovativeness	

6.	Turnover of the company	10
7.	Instruments deployed per team	10
7.1	No of Total Station min 2	
7.2	No of Auto level min 5	
7.3	GPS min 2	
7.4	Sophistication of the Processing Software	
	Total Points	100

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

The tenderer has to provide details as regards to technical qualification such as description and work experience of the company, manpower available with the company, turnover of the company, work schedule and understanding of the objectives and scope of work so as to satisfy the work requirements and time schedule. The tenderer has to provide the work schedule which he proposes and he will stick to it. Any failure to the work schedule will invite penalty.

The tenderer shall provide all relevant details justifying the technical competence of the agency as per the evaluation criteria indicated above.

The qualifying criteria for the firm / contractor for the technical evaluation has been kept as 65%.The points here are indicative only and the Purchaser reserves the right to award the points as he seems the contractor is eligible. It is at the sole discretion of the Purchaser to award the work to the contractor, to be evaluated as the most eligible. The technical evaluation criteria of the contractor shall play a major role in awarding the tender including bid prices. The Purchaser does not bind himself of accepting the lowest tender.

The work shall be completed in the time period of 3 Months. If required, the work may be distributed among the two or more contractors who agree to do the work at the lowest quoted price.

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected contractor(s) or any obligations to inform the contractor or contractor(s) on the ground of the Purchaser's action.

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

A.5 Award of Work

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

2. For the purpose of this tender the contract document with the successful tenderer shall comprise of NIT, Tender Detail (part A to part E) and all Correspondences during the tendering/work process.
3. The **Performance security** shall be @ 5% of the tendered value and shall be submitted in the form of Demand Draft/ FDR/ CDR/ Bank Guarantee as per the format given by the Purchaser favouring the Executive Engineer, Jammu, CWC payable at Jammu at the time of signing of contract.
4. **Security Deposit** inclusive of the sum already deposited as earnest money shall be @ 5% of tendered value and the same shall be deducted @ 5 % of the gross amount of the bill from each running bill of the contractor. No interest shall be payable on the security deposit.

5. Minimum Desired Technical Strength required for the work.

Sno	Personnel/Machinery	Nos.	Remarks
A	Mandatory Technical Staff		
1	Engineer	2	Degree in Civil with Min 2 yrs experience in similar works or Diploma with 5 years of relevant experience.
2	Surveyor	5	Degree / Diploma in Civil with experience of 5 yrs in similar works.
3	Helpers	2	Diploma in ITI with experience of 5 yrs in similar works.
4	Software Engineers	2 on each machine	Civil Engineering Degree with GIS / RS experience.
B	Machinery		
1	Auto Level	5	The machines to be in good working condition & of suitable capacity to complete the work in time.
2	Total Station	3	The machines to be in good working condition & of suitable capacity to complete the work in time
3	GPS	2	The machines to be in good working condition & of suitable capacity to complete the work in time
4.	Theodolites	4	The machines to be in good working condition & of suitable capacity to complete the work in time
5.	Processing Software	1	Required software

PART B: GENERAL CONDITIONS OF CONTRACT

B.1. DEFINITIONS & INTERPRETATIONS

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

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

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

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

Contract Price The cost of Products and Services identified in the Contractor proposal are included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order.

Contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the work detailed in this document.

Day means calendar day.

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

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

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

Government means the Government of India

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

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

Plan Scheme means “Investigation of Water Resources Development Scheme”

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

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

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

Purchaser is the president of India through the Executive Engineer, Chenab Division, Central Water Commission, Jammu.

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

Tenderer means any eligible firm participating in this tender process.

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

B.2. Scope of the work

The scope of work system constitutes completion of all the works and services for completing Topographical Surveys and preparation of Command area maps detailed in this document and any underlying logical / physical activity as indicated in the Part – D of this document, not expressly mentioned but required during the course of the execution will also be considered part of the work with separate terms and conditions. The ancillary requirements required for the fulfillment of the work shall be supplied by the contractor free of cost within the scope of the work.

B.3. Documents of Contract

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

B.4. Interpretations

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

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

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

B.5. Contractor's responsibilities and Obligations

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

B.6. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information and/or data to be supplied by the purchaser to the Contractor, except when otherwise expressly stated in the contract.
- b. The Purchaser will provide timely provision of all the resources, space and facilities and information for decision making that are necessary to execute this contract.

B.7. Commencement and Operation

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

B.8. Programme of work

- a. Immediately after signing of the contract the Contractor shall designate representative who will work closely with the Engineer-in-charge for the execution of the work.
- b. The Contractor's representative is obliged to work closely with the Engineer-in-charge and abide by the directives issued to him that are consistent with the terms of the contract. The Contractor's representative will be responsible for managing the activities of its personnel.
- c. The successful contractor must submit the details of manpower, equipment details and the **Work-Plan** which includes details of manpower, equipments to be deployed for these works and details of input required from the department along with time schedule before entering into the agreement and the plan has to be approved by the competent authority.

- d. The tenderer has to submit the description of how the work will be executed and the timeline for completing all the activities had to be made available in the form of Bar Chart.
- e. The bidder have to indicate the expected input from the department including the timeline.

B.9. Confidentiality

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

B.10. Care of the Property

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

B.11. Loss of Property

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

B.12. Force Majeure

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

Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

- c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure.
- e. Force Majeure shall not include
 - (1) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agents or employees, nor
 - (2) any event which a diligent party could reasonably have been expected to both
 - (i) take into account at the time of the conclusion of this Contract, and
 - (ii) avoid or overcome in the carrying out of its obligations hereunder
- f. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

B.13. No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the contract.

B.14. Measures to be taken

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

B.15. Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for an equal to the time during which such party was unable to perform such action as a result of Force Majeure. Any extension if required other than Force Majeure will be discussed with Purchaser and the final decision will be conveyed

which will be final and binding upon the contractor. The time extension required has to be estimated by the contractor in consultation with site-in-charge and has to apply for in 15days in advance.

B.16. Consultations

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

B.17. Contract Price

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

B.18. Terms of Payment

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

B.19. Taxes and Duties

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

B. 20. Advances

No advance payment is payable under the contract.

B.20. Variations, Alterations and Deviations

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

B.21. Extra Items

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

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

B.22. Claims

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

B.23. Release of Claims

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

B.24. Observance of Law

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

B.25. Termination of Contract

A. For Purchaser's convenience

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

B. For Contractor's Default

- a. The Purchaser without prejudice to any other rights or remedies it may possess, may terminate the contract if the Contractor
 - i. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstructions) under any insolvency Act for time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors, or
 - ii. has defied at least two previous instructions of the Engineer-in-charge regarding quality of service, or
 - iii. has furnished any false document, or

- iv. at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from Purchaser, or
 - v. has abandoned or repudiated the contract and neglects his obligations under this contract and commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Purchaser, or
 - vi. fails to complete the works or items of the Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Owner, or
 - vii. shall offer, or gives or agrees to give to any person in Department service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Department, or
 - viii. shall enter into any contract with the Department in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously disclosed in writing to the Accepting Authority/Engineer-in-Charge, or
 - ix. shall obtain a Contract from the Department as a result of ring tendering or other non-bonafide methods of competitive tendering, or
 - x. being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager or behalf of debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders a receiver or manager, or shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or
 - xi. assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with the materials not being incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority. The Accepting Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter t the Department by written notice cancel the contract as a whole or only such items of the work in default from the Contract.
- b. The Purchaser may without prejudice to any other right, issue a notice for termination of the contract on the recommendations of Engineer-in-charge stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work for 14 calendar days may be sufficient grounds for termination of the contract by the purchaser.

C. Termination by Contractor

The Contractor can terminate the contract with a 15days notice **only** in case:

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

D. On every termination the Purchaser shall have powers to

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

B.25.1 – On the Termination of the contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works, or in case the Works or part of the Works is not completed the loss or damage suffered by the Department in determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors materials taken over and incorporated in the work, and use tools & tackles and machinery belonging to the Contractor. The Plant & machinery and materials etc. deployed at site by the Contractor for the works shall be in the custody of Engineer-in-Charge or his representative.

B.25.2 – Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Department as aforesaid after allowing such credit shall be recovered from any money due to Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

B.25.3 – If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building etc. and apply the proceeds of sale thereof towards satisfaction of any sum due from the contractor under the Contract and if thereafter there be any balance outstanding from the Contractor' it shall be recovered in accordance with the provisions of the Contract.

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

B.26. Suspension of work

The work shall be deemed to have been suspended if

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

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

B.27. Notices

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

B.28. Disputes

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

by the arbitrator(s).

B.29. Settlement of Disputes

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

B.30. Subcontracting of the Work

- a. The sub-contracting of the entire project is not allowed. Further, the Contractor will be solely responsible for the whole work and all of the conditions of the project, even if the work is sub-contracted in any part. The Contractor shall be responsible for all acts, faults or neglects of the Sub- Contractor just as fully as if they were the acts, faults or neglects of the Contractor himself.
- b. The Contractor shall not sub-contract any part of the project without the prior written consent of the Purchaser. Before commencement of subcontract, the Contractor shall furnish to Employer in writing the name of Sub-Contractor, together with details as to the extent and part of the work to be done under the subcontract.

PART C: SPECIAL CONDITIONS OF CONTRACT

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

C.1 TIME FRAME

All topographical and alignment survey works including submission of final report shall be completed within a period of 90 days from the date of award of works including the period of mobilization. Time is the essence of the contract and damages as per clause C.9 shall be payable

C.2 PROGRESS REPORT

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

First fortnight	Mobilization of work & 10 % of the total work awarded in the contract. <i>[Procurement of Satellite imagery and preparation of contour maps from satellite imageries]</i>
Second fortnight	25(twenty five) percent of the total work awarded in the contract including submission of field data and relevant drawings submitted for the portion of survey completed in previous fortnight. <i>[Ground verification, procurement of Bench Marks and actual surveys for barrage area including grid plan with block leveling both U/s & D/s]</i>
Third fortnight	40(forty) percent of the total work awarded in the contract including submission of field data and relevant drawings submitted for the portion of survey completed in previous fortnight. <i>[Survey of command area for canal alignment of main & branch canals and finalization from CWC design experts, carrying out the field layout, detailed layout of the strip surveys]</i>
Fourth fortnight	60 (sixty) percent of the total work awarded in the contract including submission of field data and relevant drawings submitted for the portion of survey completed in previous fortnight. <i>[L-sections, block leveling, X-sections]</i>
Fifth fortnight	80 (eighty) percent of the total command area survey work awarded in the contract including submission of field data and relevant final drawings and reports of the entire command area as per contract. <i>[Identification & survey of cross drainage works and preparation of maps]</i>
Sixth fortnight	100 (hundred) percent of the total work awarded in the contract including submission of field data and relevant

final drawings and reports of the entire command area as per contract. [**Completion and submission of all the deliverables in digitized & hard copy in coloured**]

A drawing is annexed with the contract document which shows the tentative location of the project area and command area. The contractor has to submit to the purchaser the schedule of completion of the work with respect to the schedule of completion in the form of bar charts, tabular formats, and the work methodology to complete the work in the specified period of time. The contractor has to show which area he shall be taking first to execute the work, the machinery to be deployed in these holes followed by the sequence of executing works at other holes. It is expected from the contractor to work on two or more hole together to complete the work in time.

The schedules are to be reviewed fortnightly by Purchaser to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the employer) to adhere to the completion dates.

The whole works must be proceeded with within such sections and at such times and in such order and manner as described in these specifications and as directed by the Engineer-in-Charge. No extra payment or relaxation in the rates will be permitted on account of this.

The contractor shall prepare daily progress details giving works executed, No. of personal deployed and other remarks and get it signed by the Site-in-Charge.

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

Item of work	Schedule for week		Actual progress		%age of work completed for each item	Reasons for shortfall, if any,	Steps taken to make up the shortfall	Manpower deployed	Instrument in use
	Current Fortnight	Cumulative	Current Fortnight	Cumulative					

C.3 REVIEW MEETINGS

The Contractor will be required to attend regular meetings at their own cost with CE, IBO at Chandigarh or Purchaser at Jammu at a time interval to be agreed upon to discuss matters relevant to the project and to monitor progress.

C.4 FINAL ACCEPTANCE OF DELIVERABLES

A satisfactory completion or inspection certificate to conform to the Technical Specifications laid down in the Tender Document will be issued by the Purchaser.

The Purchaser will check any product delivered by the Contractor for accuracy, consistency and completeness before final Acceptance. Engineer-in-Charge's decision regarding the quality of work and its acceptability shall be final and binding on the contractors.

C.5 PAYMENT SCHEDULE

- a. No advance payment is payable in this tender.
- b. Payment shall be made according to the following schedule:
 - i) 50% payment of each item will be made after completion & submission of the particular item at the required target date.
 - ii) 35% payment of the same item will be made after verification of the particular item by the client.
 - iii) Remaining 15% will be made in the final bill after the final approval & acceptance of drawings by the designers/competent authority/Engineer In charge of the project.
- c. Payment to the contractor will be made based on actual quantities of work completed at the approved rates.
- d. The Contractor shall submit all bills (in Triplicate) to the EXECUTIVE ENGINEER CHENAB DIVISION CWC.
- e. The Performance Guarantee amount will be released after satisfactory completion and acceptance of drawings by Engineer-In- Charge/ Designers or after six months of completion of work whichever is later. No interest shall be payable by the employer for sum deposited as Performance Guarantee.
- f. The Income tax as applicable shall be deducted at source from the bill.

C.6 WARRANTY PERIOD

All works and the deliverables shall be warranted for a period of six months beyond the final bill payment for any work error, display error etc. All errors shall be rectified by the Contractor at its own cost.

C.7 PROPERTY RIGHTS

All property or intellectual material, generated out of this work contract shall be the sole property (material right and copy right) of the CWC.

C .8 Work Programme:

The contractor shall furnish within seven days of the LOA full particular of his programme of field/ home office activity proposed for execution of the contract. Programme should cover intermittent milestones and list of submittals corresponding to each milestone for approval.

C .9 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 contractor fails to adhere to the time specified in the progress report of the 'Contract', or approved extended time then the contractor shall pay to the Purchaser liquidated damages for such default and not as penalty as follows.

- b) In the event of any delay corresponding to each milestone as specified in clause C.2, L.D. at the rate of 1.0 % of the remaining part of the contract value of the work per fortnight of delay or part thereof shall be levied subject to a ceiling of 10% of the total contract value of the work.
- c) The owner may without prejudice to any other method of recovery deduct the amount of liquidated damages from any money in his/their hands due or become due to the Contractor either under this or under any other contract.
- d) The payment or deduction of such liquidated damages shall not relieve the Contractor from his/their obligation to complete the works or from any other of his /their obligations and liabilities under the contract.
- e) If the decision regarding the reasons for delay is required to be analyzed and the same can only be determined after completion of the work or if the issue is likely to enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be granted to the contractor subject to levy of 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.

C.10.

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

- a) The contractor shall be responsible for providing and maintaining a first aid station at the site at his own cost for emergency treatment of his employees
- b) Emergency treatment shall include carrying of emergency patient until transfer to a permanent hospital or other place of treatment.

C.11. Statutory rules and regulation of India :

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

C .12 Observance of Employees State Insurance Act 1948 and PF act 1952.

The Contractor 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.

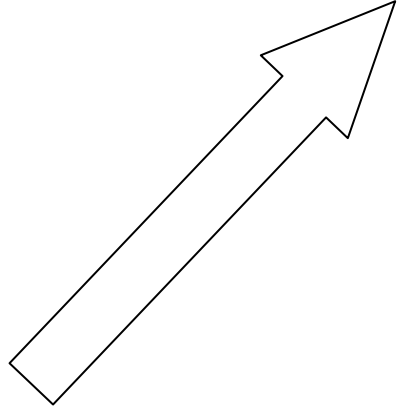
C.13. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

C13.1 – If at any time after acceptance of the tender the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of whole or part of the works.

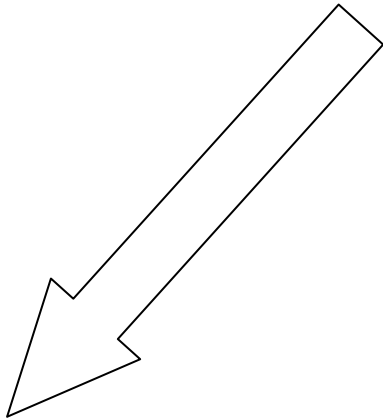
C13.2 – The Contractor shall be paid at Contract rates full amount of work executed at site and any other amount as admissible under contract.

C.14 URGENT WORKS:

If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the Urgent work shall be such as the contractor is liable under the Contract to carry out at his expenses all expenses incurred on it by the Department shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.



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PART D: DESCRIPTION OF WORK

D.1 GENERAL SCOPE OF WORK

D.1.1 All the works shall be carried out in accordance with the detailed specifications hereinafter described. 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 and the instructions of the Engineer-in-Charge given from time to time. These specifications shall be read and construed 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.

The Contractor shall render all services for completing topographical surveys and preparation of command area maps as indicated below:

SCOPE OF THE AGENCY INVOLVED IN THE SURVEY WORKS OF COMMAND AREA

The Scope of the agency involved in the Survey of Command Area shall be extensive involving procuring and processing satellite imagery, producing contour maps of command area and along Canal Alignment and developing L-Section and Cross Section of the canal. The imageries should only be procured from or through National Remote Sensing Centre (NRSC), Govt. of India only, the payment of which will be made to the contractor as per actual. The scope shall cover the two major aspects Requirements & Deliverables.

A) REQUIREMENTS:-

1. Procurement of Satellite Imagery of the required resolution from or through NRSC only to cover details in respect of following features of command area of about 16000 hectares. The command area is sandwiched between the proposed UJH barrage and the existing Ravi-Tawi barrage.
 - i) General Topography
 - ii) Vegetative Cover
 - iii) General Slope
 - iv) Color and Texture of Soil
 - v) Extent of Erosion
 - vi) Surface Drainage
 - vii) Salt Effervescence
 - viii) Water Logging

2. Processing of Imagery to prepare Contour Map of Barrage and Command Area about 20000 hectares. The specifications are as follows:-
 - i) Ground Verification shall be carried out for 1 percent of cultivable command limited to a maximum area of 250ha for each broad soil type.
 - ii) The contour plan of the area shall be prepared to a scale of 1:2500 and contour interval of 50 cms or even lesser depending upon the slope of land. The scale of the map may also vary from 1:2500 to 1:25000 or multiple scales to cover the extent of the area.

- iii) Soft copies of the detailed DEM of barrage and command area in Auto cad 3D showing surface and other topographical details.
3. Detailed Survey and Preparation of Specific Contour Plans, Grid Plans and Develop Specific Sections:-
- 3.1 Actual topographical Survey for the barrage area including grid plan with block leveling at 50m grid basis with contours interval of 0.5 m above TRT level+ 2.5 m or HFL +2.5 m whichever is higher and 1 Km upstream of proposed barrage and 1 Km d/s of the proposed barrage site.
 - 3.2 Finalization of the alignment of the main canal & branch canals in consultation with CWC Design Experts at New Delhi.
 - 3.3 After finalization of the alignment of the Main and Branch Canals, the studies have to be carried out for field layout on contour maps for sample areas showing the location of the minor water courses, field channels, field drains, farm roads and structures including field boundary alignment for 10% of the sample command area as decided by Engineer –in-charge.
 - 3.4 Strip Survey along the finalized canal alignment for a distance 250 m on either side of the centre line at 100 m interval along alignment to develop.
 - 3.5 The contour plan with contour interval of 15 cm for slope up to 1 percent and 25 cm for slopes above 1 percent, at scale 1:1500 along the finalized alignment of canal for a distance 200 m on either side of center line of main canal.
 - 3.6 The L – Section (1:25000 HS, 1:100 VS) & Cross Section (1:25000 HS, 1:100 VS) at 100 m in general and 50 m at the location of regulation, communication and cross drainage works covering a stretch of 200 m on either side of the above works of the canal system along the finalized layout will have to be provided.
 - 3.7 Identification of Cross Drainage works and their location & size in general and type in consultation with Engineer In charge.
 - 3.8 Where ever the drain is crossing the canal Block leveling at 50 m grid basis in the drain/ river/ nallah with contours of the site to cover an area upto 500 m on either side of the centre line of canal at 1:2500 scale, having contour interval of 15 cms for slope upto 1 percent and 25 cm for slopes above 1 percent. Marshy land / depressions to be shown in the plan to develop cross sections of drains.
 - 3.9 Ground tothing/ ground verification shall be carried out for 5 percent of grid points of detailed survey in the case of block leveling and 0.1% of canal length in case of strip survey.

B) Deliverables-

The agency after the detailed study, shall furnish to the department the following drawings:

- i) Map at scale (1; 2500 or as specified) of the area showing canal alignments, location of cross drainage works, and soil maps with different soil types.
- ii) Index Map of the Project Command Area showing Location of the existing and proposed irrigation (major medium & Minor) schemes utilizing surface and ground water.
- iii) Plan of the command area of scale 1:10000 or as required with contour interval 0.5 m showing the alignment of the canals, location of the structures, off taking channels, area commanded (CCA) by each off taking, channel, alignment of the off taking channel.
- iv) Index Map showing the location of soil profiles taken and studied.

- v) Soil Map of the command scale 1:10000 (covering GCA).
- vi) Land capability map of the command scale 1:10000 (covering GCA).
- vii) Map showing the soil depth in the entire GCA at scale 1:10000 (covering GCA)
- viii) Map of the command showing the existing (natural and man made) drains and proposed drains. (covering GCA)
- ix) Contour maps at scale 1:2500 of sample areas studied representing 10% of the sample command area (as decided by Engineer –in-charge) showing the location of the minor water courses, field channels, field drains, farm roads and structures along the main canal including field boundary alignment .
- x) The contour plan with contour interval of 15 cm for slope upto 1 percent and 25 cm for slopes above 1 percent, at scale 1:1500 along the finalized alignment of canal for a distance of 200 m on either side of the centre line of the main canal.
- xi) The L sections (1:2500 HS and 1: 100 VS) of the canal alignment.
- xii) Cross Section (1:2500 HS and 1:100 Vs) at 100 m in general and 50 m at the location of regulation, communication and cross drainage works covering a stretch of 200 m on either side of the above works of the canal system along the finalized layout will have to be provided.
- xiii) Map showing the water logged and other problematic (saline, alkaline) areas needing reclamations.
- xiv) Grid plan with contours of the site to cover an area upto 500 m on either side of the centre line of canal at 1:2500 scale, with block leveling at 50 m grid basis having contour interval of 15 cms for slope upto 1 percent and 25 cm for slopes above 1 percent. Marshy land / depressions to be shown in the plan
- xv) Cross sections of the drains crossing canal (1:2500 HS and 1:100 VS) at centre line of canal.
- xvi) Typical L Section and cross section of the water courses, field channels, field drains, structures, farm roads etc.
- xviii) All maps shall be made available in 15 sets. The soft copy of the survey may be available in the Auto CAD 3 D Civil software with generated surfaces in 3 D and shown to CWC design experts at New Delhi and carry out modifications if any.
- xix) Location Maps of all the cross drainage structures along the finalized canal alignment with physical details such as nature, length etc of such structures.
- xx) For Barrage:
 - a) Contour plans of the barrage area covering all details as per requirements, Scope of Work.
 - b) Cross section of river upstream and downstream of barrage location as per requirements, Scope of Work.
 - c) Cross section from TRT to barrage location for developing G-D curve at barrage.
- xxi) In addition the following deliverables may also be ensured:
 - a. Ground Survey Record: Complete field records pertaining to Ground Survey for Validation.
 - b. Horizontal and vertical control Record.
 - i) Observation data of GPS control in RINEX format and the Data log sheets maintained in the field containing: the antenna heights, instrument specific information required for processing, date & time of observation, responsibility, description of GPS observation station.
 - ii) The post-pointing of the entire contour points on the soft copy of the Satellite Imagery or hard copy of imagery at full scale resolution along with their descriptions and sketches. The sketches should be made to add further clarity to the post.

- iii) The processing report of GPS observations indicating the accuracies achieved in baseline processing and network adjustments.
 - iv) The observation and processing / computation records pertaining to Total Station survey carried out for Horizontal Control.
 - v) The observation and processing / computation records pertaining to Spirit Level Survey carried out for Vertical Control.
 - vi) List of GCP points showing final coordinates.
 - vii) All quality control records.
- c. DEM Record:
- As per scope of work sheet wise DEM in IMG, ASCII format (USGS). The break lines and mass points will also be delivered as 3-D shape file – in labeled DVD. Data pertaining to more than one sheet can be achieved in the same sheet, but suitably organized in folders and sub-folders.
 - Contours at vertical interval as indicated (1:10K sheet wise) – in labeled DVD.
 - DEM generation report (if mass points collected in automatic mode) lodged in respective Block folder.
- d. Details of reference pillars, benchmark pillars and control points are to be submitted as a separate Excel file with their location landmarks and also as a 3D drawing file.
- e. All input material received from purchaser: The contractor shall return all the input materials received from the purchaser.

D.2 TECHNICAL SPECIFICATIONS

A) GENERAL

- i) The scope of the bid is as mentioned in D.1 GENERAL SCOPE OF WORK
- ii) 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.
- iii) 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.
- iv) All surveys and drawing work shall conform to the standard practices and as per BIS and Survey of India Specification.
- v) Horizontal control stations for topographical survey shall be established by total stations.
- vi) All survey work is to be done with the help of latest equipments such as Total station, DGPS and Auto level etc.
- vii) Detail survey works shall be carried out at all points of cross drainage works and major crossings of road, railways and canal etc.

- viii) All relevant geomorphic, geographical and manmade elements including various permanent features in the near vicinity shall be marked giving standard legend.
- ix) The specifications for the contour lines shall be: 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.

B) MATERIAL AND INSTRUMENTS

- i) The Contractor 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.
- ii) Type and accuracy of the survey equipments to be used by the Contractor shall correspond to the nature of surveys in conformity with standards practices.
- iii) All equipment including Total Station, Auto Level, DGPS etc. 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.
- iv) The Calibration certificates of instruments shall be submitted to the Purchaser before the start of the work.
- v) Instruments and equipment which have depreciated from use, damage or accidents to a degree making them unfit for further use at the site, shall be removed from the site and replaced immediately.
- vi) 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 Contractor's responsibility.

C) EXECUTION

1. General

- i) For the execution of the survey work the Contractor shall employ and provide experienced professionals and auxiliary staff. All survey and measurement work shall be recorded properly.
- ii) The Contractor shall provide, maintain, adjust when necessary and operate the required survey and auxiliary equipments for the performance of the works.

- iii) All survey and measurement activities shall be recorded in maps and field books as directed. The production of drawings and maps on Auto Cad shall be deemed to be part of the works.
- iv) The Purchaser 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 contractor 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 Purchaser, deficiencies and/ or inaccuracies in field and office work have been found, such work shall be repeated and make good to the satisfaction of the client at the Contractor's expense.
- vii) The Contractor shall be solely responsible for accuracy of survey maps and drawings.
- viii) The contractor will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area. Adequate fuel should be supplied to the labourers 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 contractor and Employer shall assist in getting such approval.
- ix) The Contractor shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, contractor will also be required to take following insurances at his your own cost.
 - Third party liability insurance.
 - Worker's compensation insurance in respect of contractor's personnel.
 - Any other insurance for public & contractor'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 Contractor shall not employ any labour below 18 years.
- xii) In case, the rate of the progress 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 purchaser 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 Director, M&AD, CWC, Jammu failing which it will be referred to Chief Engineer for his arbitration. The decision of Chief Engineer, Indus Basin Organization, Central Water Commission 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 Jammu.

2.0 Reference Marks and Bench Marks

- i) Bench Marks shall be established by double Levelling method. Bench mark Levelling shall be carried out with great accuracy and care within permissible limits. If the error is greater than permissible, re-Levelling shall be carried out.
- ii) In addition to the permanent bench marks to be constructed as specified in Schedule of Works, the contractor shall establish at his own cost, at suitable points, reference lines and temporary bench marks as per Annexure 2 as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his bench marks and reference lines. He shall take precautions to see that the lines, point and bench marks fixed by and other government agencies are not disturbed by his work and shall make good for any such damage.
- iii) The contractor shall establish sufficient number of bench marks along the periphery of the project area and also on permanent structures like roads, canals, temples, bridges, culverts, wells and other important buildings etc. coming in route of the survey. BM no. and RL is to be painted / engraved on all such BMs.

3.0 Verification of Survey Grid

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

The contractor 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. The Contractor shall supply two (2) copies of all such calculations to the employer on his request.

- (i) Grid Survey

Spot Leveling shall be carried out by single Leveling method by taking levels on all the four corners of each field and in the centre of field at every 25 m distance and also at a change of slope, nallah's bed, on road and embankment.

- (ii) Commencement of single Leveling work and its closing must be on bench marks already established during double Leveling.

4.0 Extension of Basic Grid

The datum points shall be of permanent nature and shall be constructed as directed by the EIC or as per standards. The datum points, reference monuments, & benchmarks shall be protected & maintained.

5.0 Accuracies

The Contractor shall maintain accuracies but in no case these shall exceed those given below:

Theodolite/Total Station, EDM Traversing

Allowable error of closure - 1/3000

Allowable error of distance - 1/5000

Levelling

Allowable error of closure (Double Levelling)- $\pm 6\sqrt{k}$ mm

Allowable error of closure (Single Levelling) - $\pm 1.2\sqrt{k}$ mm
(Where k is the total distance in km)

6.0 Survey Records and Documentation

The Contractor shall keep records of all survey activities such as sketches; field books calculations etc. for the entire duration. The Contractor shall upon request of the purchaser put at their disposal all records and documentation or provide copies thereof or their convenience. All survey drawings shall be prepared in AutoCAD 2010 or higher version or the latest software available with contractor.

7.0 DIGITISATION OF MAPS

The contour plan of command area shall be on scale of 1:10000 and at 50 cm contour interval. Also refer scope of work.

The data base is to be prepared with the use of either suitable software compatible with CAD software.

All the drawings shall be submitted in A1 size subject to changes as per design office requirements.

8.0 MEASUREMENTS AND PAYMENTS

- i) The Contractor shall submit to the Purchaser at the end of each month, a written statement of interim account showing the cumulative sum to which he considers himself eligible for payment along with all the relevant documents.
- ii) It will be the Contractor's responsibility to get the work done by them verified

by purchaser.

- iii) On receipt of the Contractor's statement referred to as above, Purchaser or his authorized representative shall verify the payment due to the Contractor to the extent considered justified after taking into cognizance:
 - a) The estimated value of the survey works executed and checked by the Purchaser's representative upto the end of each month.
 - b) The total amount certified on previous interim payment certificate.
 - c) Deductions, if any.
- iv) 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 upto that date only.
- v) In case the Purchaser withdraws a part of the work, then the same will stand withdrawn from the item of works of the concerned surveying agencies.
- vi) In case the Purchaser modifies the distribution of quantum of work of various items in various constituencies, then quantum of various items of the concerned agencies will also change accordingly. In case of reduction of Scope of Work to any agency, no claim can be made by concerned agencies and only the quantity of actual work done and the unit rate will govern the payment to be made to any agency.
- vii) 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.

9.0 PREPARATION OF DRAWINGS

- i) All the drawings shall be submitted in 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.

10.0 SUBMISSIONS

All survey data and corresponding topographical maps as and when completed in respect of any item of work shall be submitted in duplicate to the Purchaser for reference and use. All the drawings/ maps shall be AUTOCAD compatible.

The contractor shall submit:

- a. Detailed work programme & plan for carrying out the survey before commencement of work.
- b. All field survey data related to contour Leveling for verification
- c. Two hard copies of each draft survey map as and when complete.
- d. Six hard copies of final drawings (colored prints wherein red for man made features, brown for contours ,blue for water bodies and rest in black shall be indicated)

- e. Two soft copies of aforesaid final maps / drawings and field survey data in a compact disc.
- f. Original survey field book(s) and Total Station output.
- g. All drawings shall be in A1 size
- h. A brief report giving scope, methodology, instruments used, Bench-marks, control points connected for survey work.

11.0 Confidentiality

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

PART E: COMMERCIAL TENDER

E.1. Special instructions to the Tenderers for Filling up rates:

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

**Topographical Survey for Command Area Development of UJH Multipurpose Project
at Distt Kathua, Jammu & Kashmir
Bill of Quantities.**

The Bill of quantities is to be read in conjunction with Scope of work

The quantities indicated are approximate only and are liable to change.

S. No.	Description of work	Qty.	unit	Rate	Amount
1.	Procurement of satellite Imagery of the required Cartosat / other high resolution data for preparation of contour maps [from or through NRSC only].	200.00	Sq. Km.	Actual cost will be reimbursed by the purchaser	Actual cost will be reimbursed by the purchaser.
2.	Processing & preparation of contour maps from satellite imageries including ground verification.	200.00	Sq. Km.		
3	Procurement of Bench Marks at the project area from Survey of India for ground surveys.	4.00	Points	Actual cost will be reimbursed by the purchaser	Actual cost will be reimbursed by the purchaser
4	Actual surveys for the barrage area including grid plan with block leveling at 50m grid basis with contour interval of 0.5m (above TRT level+2.5m or HFL +2.5m whichever is higher) with a minimum of 1.0km upstream and 1.0km downstream of proposed barrage.	10.00	Sq. Km.		
5	Survey of area between the command area and the actual barrage area to develop linkages between the barrage and the command area for canal alignment.	20.00	Sq. Km.		
6	Alignment of main & branch canal and studies and finalization thereof from CWC Design experts. Carrying out field layout of contour maps for sample areas showing the location of the minor water courses, field channels, field drains, farm roads and structures etc. I the scale of 1:1250 or 1:625 with contour interval of 25 cms.	L.S.	Km.		
7	Detailed execution of the strip survey for a distance of 250m on either side of the centre line at 100m interval along the alignment including contour plan of CI 15cm for slope upto 1% & 25cm above 1% at 1:500 scale along the finalized canal alignment for a distance 200m on either side of C/L of main canal.	20.00	Sq. Km.		
8	L-sections (1:25000HS, 1:100VS) of river/ drain/ nallah etc.	10.00	Km.		

9	X-sections (1:25000HS, 1:100VS) of river/ drain/ nallah etc at 100m in general and 50m at the location of regulation, communication & cross drainage works covering a stretch of 200m on either side of canal system.	90.00	No.		
10	Identification and survey (block leveling) of cross drainage works at 50m grid basis in drain/ river/ nallah in the area up to 500m on either side of the C/L of canal at 1:2500scale with CI of 15cm / 25cm.	30.00	Sq. Km.		
11	Preparation of maps in AutoCAD map software in digitized format & hard copy coloured .	15.00	Set of drawings		

Amount in words (Rupees _____)

- Note: 1. The quantities mentioned against each item are tentative and may vary significantly. The Purchaser is at liberty to change the quantities during the course of actual survey. Only actual quantities of work done will form basis of the payments to be made.
2. The quoted price shall be written both in figures and words and should be inclusive of all services and taxes including service tax.
3. All the survey work should be connected to GTS bench marks.

Signature of contractor
Name and Stamp

DECLARATION BY THE TENDERER

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

SIGNATURE OF TENDERER

Office Seal

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

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Correction-Nil

Insertion-Nil

Omission-Nil

Deletion-Nil

FORM OF PERFORMANCE SECURITY / BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called the government) having agreed under the terms and conditions of the proposed Agreement made between Executive Engineer, Chenab Division, CWC, Jammu and _____

_____ [hereinafter called the said contractor(s)*] for the supply "Topographical Survey for Command Area Development of UJH Multipurpose Project at Distt Kathua, Jammu & Kashmir" - (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupees _____ only) as a performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertake to pay to the government on amount not exceeding Rs. _____ (Rupees _____ Only) on demand by the Government.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding _____ Rs. _____ (Rupees _____ only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Executive Engineer, Chenab Division, CWC, Jammu on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We, _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by Govt.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (Indicating the name of Bank).

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Correction-Nil

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Insertion-Nil

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Omission-Nil

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Deletion-Nil

