

NOTICE INVITING TENDER
National Water Development Agency

NIT No: NWDA/ID/JHS/T-1(A) / 2019-20/ 01

Dated. 24.05.2019

Office the Executive Engineer, ID NWDA, A-3/6 Betwa River Board Campus, Nandanpura, Shivpuri Road, Jhansi (U.P.) Invite Tender in two bid system on behalf of Director General, National Water Development Agency, for the following works.

Name of work:- Topographical survey an area of about 1760 ha. for 32Km long alternative canal alignment by **Total Station / DGPS** including preparation of maps / report and erection of bench mark.

Estimated Cost of work	- Rs. 7.14 lakh
Earnest Money	- Rs. 14300/.
Cost of Tender document	- Rs. 1000/.
Completion Period	- 90 days

Last Date/ Time for submission of Tender 18.06.2019 up to 12.00 pm.

The Bid document and other information can be downloaded from the NWDA, Website:

<http://www.nwda.gov.in>

<http://eprocure.gov.in/epublish>

Telephone No. 0510-2380224

24/5/19
Executive Engineer
NWDA, ID Jhansi

निविदा आमंत्रण सूचना
राष्ट्रीय जल विकास अभिकरण

निविदा क्रमांक : राजविअ/अप्र/झांसी / टी-1 (A) / 2019-20 / 01

दि. 24.05.2019

महानिदेशक, राष्ट्रीय जल विकास अभिकरण की ओर से कार्यालय अधिशासी अभियंता, अन्वेषण प्रभाग, राजविअ, ए-3/6 बेतवा नदी बोर्ड परिसर, नंदनपुरा, शिवपुरी रोड, झांसी (उ.प्र.) के अन्तर्गत निम्नलिखित कार्य हेतु दो चरण प्रणाली वाली निविदा आमंत्रित की जाती है।

कार्य का नाम:- 32 किमी. लम्बी वैकल्पिक नहर संरक्षण के लगभग 1760 हैक्टेयर क्षेत्र का स्थलाकृति सर्वे, उनके नक्शे/रिपोर्ट तैयार करना एवं बैच मार्क स्थापित करने का कार्य **Total Station / DGPS** द्वारा किया जाना है।

कार्य का अनुमानित मूल्य:	रु. 7.14 लाख
धरोहर राशि:	रु. 14300/-
निविदा दस्तावेज का मूल्य	रु. 1000/-
कार्य सम्पन्न अवधि	90 दिवस

निविदा जमा करने की अंतिम तिथि / समय: 18.06.2019 दोपहर 12.00 बजे तक।

निविदा से संबंधित दस्तावेज एवं अन्य जानकारी को NWDA की वेबसाइट से डाउनलोड किया जा सकता है।

<http://www.nwda.gov.in>

<http://eprocure.gov.in/epublish>

दूरभाष क्र०: 0510-2380224

24/5/19
अधिशासी अभियंता
राजविअ,अप्र,झांसी

**OFFICE OF EXECUTIVE ENGINEER
NATIONAL WATER DEVELOPMENT AGENCY
INVESTIGATION DIVISION,
JHANSI-284003 (UP)**

NIT No. NWDA/ID/JHS/T- 1(A) /2019-20/01

Date: 24.05.2019

NOTICE INVITING TENDER

Name of Work:-

- 1.0 Topographical survey of 32 km long alternate canal alignment under K-B Link project Phase-I, approximately 1760 ha which is marked in Toposheet 1:50000, (54 O/8, 54 P/5 and 54 O/4) the survey work completed by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features. Alternate alignment survey work is a component under Ken-Betwa link project Phase-I. The entire area of survey work is lying in Chhatarpur district and Tikamgarh district of Madhya Pradesh.
- 2.0 The item rate tenders are invited on behalf of the National Water Development Agency in two bid system i.e. Technical Bid and Financial Bid from approved & eligible contractors / Agencies of Central Government/State Government, Department and Public Sector Undertakings / Universities for :-

A- Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Revised alignment is a component under Ken-Betwa link project Phase-I

B- Providing cast in- situ RCC Bench Marks (BMs) on Base lines at every km & end point of First and Last cross sections & at appropriate places such as villages, major roads, railway crossing etc. of size 40 cm x 40cm x110cm (60 cm below ground level) with 4 no. main reinforcement bars of 8 mm diameter with 3 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying and curing of concrete BM for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Complete in all respect as per design, drawing specification, painting, numbering and as directed by Engineer-in-charge and all Pillars connected with the levels as provided by the NWDA.

C- Providing precast RCC pillars of Size 15 cm x 15cm x 60 cm of 4 no. main reinforcement bars of 8 mm diameter with 2 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying, curing of concrete for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Complete in all respect as per design, drawing specification, painting, numbering, and as directed by Engineer-in-charge and all RCC pillars connected with the levels as provided by the NWDA and it should be erected on Base line at 100 m interval on Base lines marked on ground for better control of surveyed point of references. The RCC pillars should erected in the field in such a way that 40cm should be under the ground and 20 cm above the ground.

- 1.1 The work is estimated to cost **Rs.7.14 lakh (Rupees Seven lakh fourteen thousand)** only. This estimate, however, is given merely as a rough guide.
- 1.2 Tenders will be awarded to approved & eligible contractors/Agencies of Central Govt. /State Govt., Departments and Public Sector Undertakings, Universities, provided they produce definite proof from the appropriate authority which shall be to the satisfaction of the competent authority, of having completed works for at least three projects during the last 5 years. One project having at least 1500 ha area and altogether cover minimum 3000 ha area of all projects which have already been completed. The bidders shall have proven experience in survey work using DGPS instruments and other modern technology. Competent authority may invite few selected/qualified Bidders (on the basis of bidding criteria and quoted rates) for making oral / power point presentation about their previous experience of survey works for finalizing the tender.

Bidders shall have to deploy at least two Total Stations / DGPS at a time on site to complete the assignment within stipulated period.

- 1.3 Tenderers undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then Tenderers shall be debarred for tendering in NWDA in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the competent authority shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee as per reporting by the Engineer in charge.
2. Agreement shall be drawn with the successful Bidder on prescribed latest CPWD Form No.-8, which is available as a Govt. of India Publication. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
3. The time allowed for carrying out the proposed works (including plotting work and report) will be 90 days **(Ninty days)** excluding the **10th day** after the date of written orders to commence the work. However, some more time may be given on request in unavoidable circumstances.
4. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Investigation Division, National Water Development Agency, A-3/6. Betwa River Board Campus, Nandanpura, Shipuri Road, Jhansi-284003 between hours **10.00 A.M. to 04.00 P.M.** on any working day except on Sunday and public holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs.1000/- (Rs. One thousand) only in cash and Rs.1500/- (Rs. One thousand five hundred) only By Post or by Demand Draft towards** cost of tender documents.

Tender document can also be downloaded from official website <http://nwda.gov.in> and <http://eprocure.gov.in/epublish> in such cases it must be insured that the tender form cost **Rs.1000/- (Rs. One thousand) only is enclosed in separate envelope in the form of A/C payee demand draft as a** cost of tender documents fee in favour of Executive Engineer, Investigation Division, National water Development Agency, Jhansi payable at Jhansi with their tender failing which the tender will be treated as incomplete and rejected.

5. PREPARATION OF BIDS

Tenderers are requested to submit a technical proposal and a financial proposal in two separate sealed envelopes.

5.1 Technical Bid

Technical proposal/bid shall include the following:

Qualifying Criteria

- i) Earnest money, Demand Draft of Rs.14300/- (Rs. Fourteen thousand three hundred) only in favour of Executive Engineer, National Water Development Agency, Jhansi must be enclosed along with Technical Bid. **Tenders not accompanied by EMD will be summarily rejected.**
- ii) The details of at least three similar works carried out in Govt. / Semi Govt. sectors (both completed and ongoing) elsewhere with attested documentary evidence, such as copy of work orders and its completion certificates.
- iii) Tender document duly signed by the bidders.
- iv) The experience of the firm in regard to consulting services, including annual turnover of consulting services of last 3 years. The copy/certificate of registration of the firm/bidders, annual report/balance sheet of the firm, PAN no., service tax no. and GST/EPFO/ESIC, No etc. also to be enclosed.

- v) An affidavit must be submitted by the bidder that “No GST” due on the firm and related return has already filed by the firm.
- vi) Enclosed receipt of latest GST return filed.
- vii) Bidder will be submitted an affidavit on Rs.10/- stamp paper related to that work which will not be done by any other contractor on back to back basis.
- viii) Copy of attested documentary evidence/ bill for ownership of the survey instruments along with their specification and position of present deployment.
- ix) The mode of approach, methodology and work plan to complete the assignment/ proposed work within stipulated time.
- x) The composition of the team that shall carry out the assignment work and bio-data of each member of the team indicating experience in handling similar works. While indicating the names, the Bidders shall indicate whether the person is in a regular employment of the firm, and if not the specific consent from the person to become available for the assignment may be enclosed.
- xi) An Integrity Pact must be signed on Rs.10/- Stamp paper.
- xii) Any other information so far as it does not relate to the financial bid.

5.2 Financial Bid

The financial bid shall not contain any conditions.

The lowest rate will be declared on the basis of the entire work programme mentioned in tender document.

The financial Bid shall include the cost of following also:

- i) Overall cost of proposed works & maps/report preparation must be included.
- ii) All other expenses / all taxes must be included.

6. Tender should be submitted in the form of technical and financial bids in two separate sealed covers, which in turn shall be sealed in an outer envelope, with the name of the work and due date written on the envelopes, will be received by the Executive Engineer, Investigation Division, National Water Development Agency, A-3/6. Betwa river Board Campus, Nandanpura, Shivpuri Road, Jhansi-284003 up to **12.00 hrs on 18.06.2019** and technical Bid will be opened in his office on **18.06.2019 at 12.30 hrs** in the presence of the Bidders or their authorized representatives, whoever likely to be present at that time.

The presentation by Bidders will start on the same day and if required it will continue for next day.

7. Tender will be not accepted without submission of documents.
8. After receipt of technical and financial proposals/bids within the prescribed date, the tender committee of NWDA shall undertake the exercise for evaluation of the technical proposal for which the marks allocated shall primarily be decided on the basis of data available in the technical proposal of tender received from the Tenderers in the first instance. No account will be taken of any further supporting documents or clarifications or any such additional information furnished subsequently by the Bidders. However, NWDA reserves the right to call for such clarifications confined in scope to the content of the technical proposal of tender, should such a clarification become necessary for the proper judgment in the allocation of marks.

The financial bids of the technically qualified Bidders would be opened in the presence of the Bidders or their authorised representatives on the same day. If, it is not possible on the same day, then the financial bid shall be opened at next day under intimation to technically qualified bidders.

Evaluation criteria:

Technical bids of all bidders will be evaluated on the basis of following criteria:

<i>Sl.No.</i>	<i>Items</i>	<i>Mark allocated</i>
1.	Oral Presentation	10
2.	Financial Turnover	5
3.	General Experience	10
4.	Similar assignment carried out during last five years	40
5.	Suggestion of proposal	5
6.	Personals proposed	10
7.	Methodology and approach	10
8.	Tool & Plant	10
	Grand Total	100

After evaluation of technical bids, Marks obtained 60% and above by the bidders will be declared as eligible for further opening of financial bid.

9. The description of the alternate canal alignment work is as follows: As attached at Schedule-A.

Copies of other drawings and documents pertaining to the works will be open for inspection by the bidders at the office of the above mentioned officer.

Bidders are advised to inspect and examine the site and its surroundings at their cost, and satisfy themselves before submitting their bids as to the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bids.

Bidders are advised to go through the location of the site physically before bidding because some area of the site may be forest area. They are responsible for their own security. NWDA will not provide any kind of security to the bidder; however NWDA will assist to provide necessary permission from the forest authorities for conducting survey work as per terms and condition given by the forest department.

A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, surveying instruments and other tools & plants, access facilities for workers and all other services required for executing the work. Submission of a Bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

10. The competent authority on behalf of NWDA does not bind itself to accept the lowest or any other tender and reserves its right to reject any or all of the tenders received without assigning any reason.

The competent authority also reserves its right to allow to the Central Govt. Public Sector Enterprises a work order preference with reference to the lowest valid price bid as per Govt. of India rules prevalent on the date of opening of bid. All Bids, in which any of the prescribed conditions are not fulfilled or incomplete in any respect, are liable to be rejected.

11. Canvassing whether directly or indirectly, in connection with tenders/Bids is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable to rejection.
12. The competent authority on behalf of NWDA reserves himself the right of accepting the whole or any part of the Bid and the Bidders shall be bound to perform the same at the rate quoted.
13. The Bidders shall not be permitted to Bid for works in the NWDA (responsible for award and execution of contracts) in which his near relative is posted as Accountant or as an officer in any capacity in NWDA. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in NWDA or in the Min. of Water Resources RD and GR . **Any breach of this condition by the Bidder would render him to be barred participating in future works of NWDA.**
14. In no case subletting of the full or part of the work shall be allowed after submitting the bid. However in special cases subletting may be permitted by NWDA at its discretion, for which the contractor shall inform him well in advance for approval. **If any such case of subletting without approval comes to the notice of NWDA, NO PAYMENT FOR THAT PART OF THE WORK SHALL BE MADE.**
15. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Govt. of India is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without the prior permission from the Govt. of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractors' service.
16. The tender/Bid for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of tenders/financial bids. If any Bidder withdraws his Bid before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the NWDA shall, without prejudice to any other right or remedy be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the Bidder shall not be allowed to participate in the re-tendering process of the work.
17. Inspection vehicle shall be provide by the Bidder on his cost to received senior officers of NWDA/CWC/CSMRS from nearest Railway Station during the site visit. Any expenditure incurred in this head will not be reimbursed by the department.
18. The Notice Inviting Tender shall form a part of the contract document. ***The successful Bidder, on acceptance of his tender by the Accepting Authority, shall, before or within 15days from the stipulated date of commencement of the work, sign the contract consisting of:***
 - i) The Notice Inviting Tender, all the documents including additional/general conditions, Specifications and drawings, if any, forming of the tender as issued at the time of Invitation of tender and acceptance thereof together with any correspondence leading there to and General conditions of contract for CPWD works as amended time to time.
 - ii) Standard CPWD Form -8, as modified.

**Executive Engineer
Investigation Division N.W.D.A.,
A-3/6, Betwa River Board Campus,
Nandanpura, Jhansi(UP)**

NATIONAL WATER DEVELOPMENT AGENCY

(A Govt. of India, society under the Ministry of Water Resources, River Development and Ganga Rejuvenation)

Item Rate Tender & Contract for Works

Tender for the work of:- Topographical survey of 32 km long alternate canal alignment under K-B Link project Phase-I, approximately 1760 ha which is marked in Toposheet 1: 50000, (54 O/8, 54 P/5 and 54 O/4) the survey work completed by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features. Alternate alignment survey work is a component under Ken-Betwa link project Phase-I. The entire area of survey work is lying in Chhatarpur district and Tikamgarh district of Madhya Pradesh.

- (i) Tender to be submitted upto last date. **18.06.2019** till 12.00 hours and in other working days between 10 AM to 04 PM in the office of Executive Engineer, Investigation Division, National Water Development Agency, A-3/6. Betwa River Board Campus, Nandanpura, Jhansi-284003 .
- (ii) To be opened in presence of Tenderers who may be present at **12.30 hours** on **18.06.2019** in the office of the Executive Engineer, Investigation Division, NWDA, Jhansi.

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of Issue

T E N D E R

I/We have read and examined the Notice Inviting Tender; Schedule A, E & F, specifications applicable, Drawings, 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.

I/We hereby tender for the execution of the work specified for the National Water Development Agency within the time specified in the Schedule 'F' viz. schedule of quantities and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for 90 (Ninety) days from the due date of its opening/ 90 (Ninety) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of **Rs.14300/- (Rupees Fourteen thousand three hundred) only** is hereby forwarded in Demand draft in favour of the Executive Engineer, ID, NWDA, Jhansi drawn on any Nationalised Bank as earnest money. If, I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the National Water Development Agency or his successor 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 as specified, I/We agree that National Water Development Agency or his successor 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 said earnest money shall be retained by NWDA towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Further I/We agree that in case of forfeiture of earnest money or both earnest money & performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering processing of the work.

I / We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in NWDA in future forever. Also, if such a violation comes to the notice of the Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 Bidder/Contractor
Postal Address:

Name & Sign of Witness:

Address:

Occupation:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the National Water Development Agency for a sum of Rs._____
(Rupees_____).

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

a)

b)

c)

For & on behalf of the National Water Development Agency

Signature _____

Date _____

Designation_____

SCHEDULE 'A'

Schedule of Quantity and Rate

Name of Project: Detailed Project Report of Proposed Ken - Betwa Link Project (Phase – I).

Name of work :- Topographical survey of 32 km long alternate canal alignment under K-B Link project Phase-I, approximately 1760 ha which is marked in Toposheet 1:50000, (54 O/8, 54 P/5 and 54 O/4) the survey work completed by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features. Alternate alignment survey work is a component under Ken-Betwa link project Phase-I. The entire area of survey work is lying in Chhatarpur district and Tikamgarh district of Madhya Pradesh

Item No	Particulars	Qty.	Unit	Rate in Rs.		Amount in Rs.
				In figure	In word	
1	Topographic and cadastral survey for 32 km long canal alignment works, 250 m on either side of centre link of link canal by using Total station GPS, etc. with minimum 20 number of point reading per ha, to generate 30mx30m grid and 0.5 m interval contours including transfer of entire data to computer system in different geo-referenced layers/ themes using features of standard software, compatible with design software packages, including supply of soft and with hard copies of point reading, including digitizing village maps and super imposing the contours on village map (scale 1in 4000) including marking all permanent features like roads, cart tracks, existing canals, temples, tank, forest boundary and electric poles, etc., including supply of 4 soft copies and 4 hard copies after approval of competent authority, preparation & submission of 10mx10m grid for all structures of canal etc. complete.	1760 (Approx)	ha.			

2	(A) Providing cast in-situ RCC Bench Marks (BMs) on Base lines at every km & at appropriate places such as villages, major roads, railway crossing etc. of size 40 cmx40cmx110cm (60 cm below ground level) with 4 no. main reinforcement bars of 8 mm diameter with 3 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying and curing of concrete for 7 days including cost of water, including all lead and lifts of all materials. Complete in all respect as per design, drawing specification, and as directed by Engineer-in-charge and all Pillars connected with the levels as provided by the NWDA.	40 (Approx)	No.			
	(B) Paining and numbering of RCC Bench mark pillar.	40 No (Approx)				
3	(A) Providing & forcing of precast RCC pillars of Size 15 cm x 15cm x 60 cm of 4 no. main reinforcement bars of 8 mm diameter with 2 rings of 6 mm diameter with cement concrete of: 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying, curing of concrete for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Completed in all respect as per design, drawing specification and as directed by Engineer-in-charge and all RCC Pillars connected with the levels as provided by the NWDA and should be erected at 100 m interval along the link canal marked on ground for better control of surveyed point of references. The RCC pillars should be under the ground and 20 cm above the ground. With M-15 nominal mix RCC including cost of steel.	288No. (Approx)				
	(B) Paining and numbering of Central line pillar.	288No. (Approx)				

NOTE: The above described “Schedule of Items” shall be read in conjunction with “Scope of work and specifications” given under Clauses and its sub-clauses. The quantities are tentative only.

SCHEDULE 'B': Not applicable

SCHEDULE 'C': Not applicable

SCHEDULE 'D': Not applicable

SCHEDULE 'E':

Reference to General Terms & Conditions

Topographical survey of 32 km long alternate canal alignment under K-B Link project Phase-I, approximately 1760 ha which is marked in Toposheet 1: 50000, (54 O/8, 54 P/5 and 54O/4) the survey work completed by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features.

Estimated Cost of Work: Rs 7.140 lakh (Rupees Seven lakh fourteen thousand) only.

Earnest money: Rs.14300/- (Rupees Fourteen thousand three hundred) only.

Security Deposit : A sum @ 10% of gross amount of the bill shall be deducted from each running bill of Contractor till the sum along with sum already deposited as earnest money shall amount to security deposit of 5% of the tendered value of the work. In any case Bank guarantee shall not be accepted as security deposit.

Performance guarantee: The Contractor shall be required to deposit an amount equal to 5% of the tendered value of work as performance guarantee in the form of an irrevocable Bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security/Fixed deposit receipt etc. within 7days of the issue of letter of acceptance but before award of work. This period can be further extended by Engineer-in-Charge upto a maximum of 3 days on written request of the Contractor.

SCHEDULE 'F'

General Rules & Directions

Officer inviting tender: Executive Engineer, Investigation Division,
NWDA, Jhansi.

Definitions:

2(i) Engineer-in-Charge: Executive Engineer, Investigation Division,
N.W.D.A., Jhansi

2(ii) Accepting Authority: Chief Engineer (North), N.W.D.A., Lucknow.

2(iii) Standard CPWD: CPWD form -8 modified Contract form to suit NWDA works.

Clause-1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days 7 days
- (ii) Maximum allowable extension beyond the period provided in (i) above in days 3 days

Clause-2

Authority for fixing compensation under Clause 2.

Superintending Engineer,
Investigation Circle,
N.W.D.A., Gwalior.

Clause-2A

Whether Clause-2A shall be applicable No

Clause-5

Number of days from the date of issue of letter of acceptance for reckoning date of start 10 days

Mile stone as per table given below:

Sl. No.	Description of Milestone (Physical)	Approximate time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	Topographical survey of alternate canal alignment area approximately 1760 ha under Ken Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, existing canal system, water bodies, forest area and all important topographical features. (50%) completed in all respect.	35 days	In the event of not achieving the necessary progress as assessed from the running payments, 5% of the tendered value of work will be withheld for failure of milestone.
2.	Topographical survey of alternate canal alignment area approximately 1760 ha under Ken Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, existing canal system, water bodies, forest area and all important topographical features. (100%) Completed in all respect	35days	
3.	Submission of drawings, report, etc.	20 days	

Time allowed for mobilization for execution of work

10 days

Authority to give fair and reasonable extension of time for completion of work.

Superintending Engineer,
Investigation Circle,
N.W.D.A., Gwalior.

Clause 7

Gross work to be done together with net Payment/adjustment of advances for work done, if any, since the last such payment for being eligible to interim payment.

Payment of running bills shall be made as per Clause 5 of General Terms & conditions of Contract for CPWD Works (2014), modified to suit NWDA works.

Clause 11

Specifications to be followed for execution of work.

Technical Specifications
Enclosed in the **Annexure -I**

Clause 16

Competent Authority for deciding reduced Rates.

Superintending Engineer,
Investigation Circle,
N.W.D.A., Gwalior

Clause 36 (i)

Minimum qualifications & experience Required for Principal Technical Representative.

A person possessing Diploma or Degree with minimum Experience shown below must be present at all times at the survey site during survey work

(a) Discipline to which the Principal Technical Representative should belong.

Civil Engineering/Surveying.

(b) Minimum experience of works

A person should have experience of completing at least three such survey works using survey DGPS and other latest survey instruments during last five years.

Executive Engineer
Investigation Division N.W.D.A.,
A-3/6, Betwa River Board Campus,
Nandanpura, Jhansi(UP)

TECHNICAL SPECIFICATIONS

SCOPE & SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

The detailed scope of work and specifications are as given below.

1.0 TOPOGRAPHICAL SURVEYS

The contractor shall carry out the Topographical survey by using latest survey instruments i.e. DGPS & Total Station etc. for 32 km long alternate canal alignment i.e. area about 1760 ha. and preparation of its Drawing as a part of ken – Betwa Link Canal project(Phase-I). All topographical features like river/nalla/streams, villages, railway line, important monuments, buildings, agriculture land, forest, if any irrigation channel, bridges and contours, as specified during the field survey by Engineer-in-charge or his representative and erecting of RCC Pillar (as **per schedule A**) and preparation of maps, locating all RCC pillar as specified during the field survey by Engineer-in-Charge.

Establishing and construction of standard bench mark at appropriate places and connecting bench mark/TBMs with reference pillars in the field.

Providing necessary surveying instruments and all other tools and materials, labours and qualified surveyors, scaffoldings, necessary transport, supervision by competent Engineer / surveyors, full insurance and all other incidental items as may be necessary for successful completion of the surveying and mapping work.

Bidders are using at least two **Total station/ DGPS** instruments simultaneously **for alternate** canal alignment survey **work and connecting** of bench mark / TBM so that they complete their work in stipulated time as the nature of work are urgent and in no case extra time will not be given .

The Contractor shall furnish all field data & drawings in soft copy (in Pen Drive) in .dwg, .shp & .Kml format and also in hard copies. The Department shall provide reference level for carrying out further survey.

The location/area(s) indicated in the Map, is subject to change as may be necessary during-actual execution of the work. The work shall be carried out as per the instructions of the Engineer-in-Charge.

The Contractor must visit the site prior to submitting his tender, to acquaint himself fully with the nature, type and scope of work involved therein. The rates quoted shall remain firm during entire period of execution and till completion of the work and any additional claim for lack of knowledge shall not be entertained.

The work shall be executed according to the specifications and good standard of practice necessary to fulfill the objective of the survey work, strictly in accordance with the instructions and satisfaction of the Engineer-in-charge.

The specifications shall be read in conjunction with the description of the item in the **Schedule 'A'**. For any discrepancy, which may exist between the drawing, specifications, and corresponding items of the schedule, decision of the Engineer-in-charge as to the clarity of the point shall be final and binding to the Contractor/Agency.

1.1 Carrying out and setting up of Bench Marks .

- i The NWDA will furnish the details of bench marks levels to the contractor near the site with this as a datum additional network of bench marks (BMs) shall have to be established by the contractor nearer to periphery of surveyed area at appropriate places according to field conditions or as per the instruction of Engineer-in-Charge. The contractor shall also fix bench marks on permanent structures in the periphery area.
- ii Carrying out of the Bench Mark level shall not be paid separately, rates for this should be inclusive in the rates to be quoted for topographical survey work.

1.2 Survey for alternative canal alignment area.

- i Survey for 32 km long alternate canal alignment area approx. 1760 km will be transferred on ground by Total Station/ DGPS and fixing of BM/RCC Pillars. Using good quality of oil paint and chainage number is to be given. Preparation of survey Plans (maps) in desired scale, as per the requirement, locating all RCC pillar as specified during the field survey by Engineer-in-Charge. Cost shall be deemed to be included in the rates quoted by the Bidders for the item at sl. no. 1 - 3 (Schedule- A) of schedule of quantities.
- ii The proposed survey work done with "Total station Equipment/ DGPS" in the following steps:
 - a. Establishing horizontal and vertical controls and locating reference grids and bench mark in the area.
 - b. Surveying for establishing spot levels at elevation
 - c. After establishing spot level than fixing of BM/RCC Pillar along the Periphery of canal alignment as instructed by the Engineer – in – charge. The specifications shall be read in conjunction with the description of the item in the **Schedule 'A'**.

1.3 Erection of BM/RCC Pillar

- i Contractor shall erecting BM/RCC pillar on the base line of canal alignment as instructed by the Engineer – in – charge. The elevation lines of canal alignment area shall not be just interpolated but properly surveyed on the ground so that features falling between the two successive points are also picked up. Sufficient points properly distributed over the entire survey work of sample command area shall be located and levels taken so that accurate contouring can be done at places of sharp curvature or abrupt change in direction and elevation, points selected shall be close to each other.
- ii Transfer of levels shall always start from Main/Subsidiary stations whose levels are based on GTS bench mark available nearby area.
- iii Any other levels of existing bench marks, which are supplied to the Contractor/agency by the NWDA, shall be checked by the Contractor/agency with reference to the GTS BMs and if any discrepancy is observed, the same shall be immediately brought to the notice of Engineer-in-Charge. His decision in this regard should be obtained in writing.

1.4 Latitude and Longitude

The contractor/agency shall tie up the survey work of 32 km long alternate canal alignment with latitudes and longitudes.

1.5 Specification of BMs and RCC pillars

- i The BM of size 40 cm x 40 cm x 110 cm shall be constructed at site with 4 no. main bars of 8 mm dia with 3 rings of 6 mm dia. with C.C. 1:2:4 and 20 mm graded metal as per drawing. BM should be constructed preferably at appropriate place or as instructed by the Engineer-in-Charge. Above work including excavation, form works, curing for 7 days etc. complete in all respect with leads and lifts. Projection of the pillars above ground level will be 50 CM only. Adequate care shall be taken by the Contractor for curing the concrete laid for the BMs. The level of BM shall be established on top of pillar. The BM shall be painted and numbered in oil paint for identification. BM No./value and chainage No. must be engraved on the top of pillar.
- ii The Contractor has to construct / erect the precast RCC pillars of Size 15 cm x 15cm x 60 cm of 4 no. main reinforcement bars of 8 mm diameter with 2 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying, curing of concrete for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Complete in all respect as per design, drawing specification, painting, numbering, as directed by Engineer-in-charge and all RCC pillars connected with the levels as provided by the NWDA and it should be erected on base line at 100 m interval marked on ground for better control of surveyed point of references. The RCC pillars should erected in the field in such a way that 40 cm should be under the ground and 20 cm above the ground. Chainage No. and details of project must be printed in the pillar.

2.0 Preparation & submission of survey maps

- I. The Contractor shall submit contour plan of periphery covering an area of the site in 1:2500 H scale or more size indicating contour line.
- II. One map of survey area superimpose on the maps supplied by the NWDA shall also be prepared and submitted.
- III. All the maps and drawings should be prepared in digitized forms having adequate separate layers for features using standard computer software like AutoCAD (latest version) on standard A-0 to A-3 size. **The title block of all the drawings should be as per NWDA format and as per the instructions of Engineer-in-Charge.**
- IV. Locations of all survey controls shall be shown on the map with its identification number/mark.
- V. The Contractor shall submit two copies of all the maps for review and approval of the Superintending Engineer. After approval, 3(Three) set of prints of all the final maps along with a set of the originals on good quality paper shall be submitted.

3.0 Submission of field data and report

- I. Contractor shall submit all data pertaining to the survey in original in 4 No. soft (Pen drive) in **.dwg, .shp & .Kml** format and 4 No.Hard copy to the Engineer-in-Charge.
- II. All field data shall be submitted to NWDA from time to time as per progress of the work.
- III. Two copies of the draft report shall be submitted on the completion of the field work to the Engineer-in-Charge for review and approval of the Superintending Engineer. The report should contain the introduction of the site, methodology adopted for surveying the areas, calculation of errors, transfer of Bench Mark, calculation for connecting the areas with latitudes and longitudes & any other calculation required for surveying and preparation of the survey maps.
- IV. The location of all BM/RCC Pillar will be given with lat/long on the map and separate list.
- V. The Four copies of the final report along with all drawings/maps 32km long alternate canal alignment area should be submitted after incorporating all the suggestions / observations given by the NWDA on draft report. The final report/ drawings/maps should be printed on good quality paper & binding in proper presentable form.

4.0 Inspection

The Contractor shall make all arrangement of men, material and transport at the work site for checking of the work to the satisfaction of Engineer-in-Charge during the progress and on successful completion of the work. ***The Contractor shall intimate well in advance, before final decamping from work site, so that final work can be inspected by the Executive Engineer/Superintending Engineer/Higher Authorities. This will form a part of acceptance of the work for release of final payments.***

5.0 DEPLOYMENT OF RESOURCES

- 5.1 For the scope of work under the contract, as detailed in the specifications above the Contractor shall mobilize adequate instruments so as to complete the work as per schedule. The Contractor should submit the details of the instruments to be deployed which shall be subject to the approval of the Owner (NWDA) in the enclosed **Appendix-A**.

NOTE: Matching to the instruments to be deployed along with all accessories. Additional instruments, if required, shall be mobilized to match the work schedule and as per the direction of Engineer-in-Charge at no extra cost.

- 5.2 The work at site shall be carried out under the full time supervision of a qualified Engineer or a senior surveyor. The Engineer or Senior Surveyor shall be responsible for and capable of coordinating the work of the surveying teams, setting out the work accurately and identifying immediately and positively the type of instruments to be deployed and change in the methodology of surveying to achieve speed and accuracy in the work, and shall be fully conversant with the theory and techniques of the traversing, triangulation, spot levelling survey work covered by this contract.
- 5.3 For the full, proper and continuous supervision of the work under the Contract, the Contractor shall engage and mobilize the necessary contingent of qualified and experienced manpower at site. The tenderer should submit the details of the manpower to be deployed which shall be subject to the approval of the NWDA and as per the requirement of **forest department**.
- 5.4 The details of the actual staff shall be as per the requirement of the work.

6.0 PROGRESS REPORT

- 6.1 The Contractor shall submit progress report to the Engineer-in-Charge time to time.
- 6.2 The submission of such reports and review thereof by NWDA shall not be deemed to absolve the Contractor of his responsibility of timely completion of the assignment as per the time schedule indicated.

7.0 ADDITIONS & MODIFICATIONS

If circumstances arise for additions/ modifications in the topographical survey work, the NWDA shall intimate the additions/modifications to the contractor/agency. These addition / modifications will have to be taken into account in all works undertaken under the contract after they are intimated.

8.0 WORK OWNERSHIP

Completion of the survey work and final payment of all dues the survey work including all data and computations and drawings reports etc. shall become the property of the NWDA.

9.0 BASIS OF MEASUREMENT & PAYMENT

(i) Value of Contract

The value of the contract will be approximately worked out by multiplying the surveyed area by the rates as indicated in the agreement.

Price adjustment / variations: - The rates quoted by the Contractor shall remain unchanged during the execution of entire work and shall deem to have incorporated fluctuations in the cost of labour, equipment, materials and Petroleum, Oil & Lubricant (POL) etc. required for the work during the currency of Contract.

(ii) Schedule of payment

Payment shall be made according to the following schedule:

Stages	Particulars	Terms of Payment
1.	After completion of 50% work of Topographical survey of alternate canal alignment.	35 % of Contract Value
2.	After completion of 100% work of Topographical survey of alternate canal alignment.	35 % of Contract Value
3.	Submission of drawings, report, in desired copies/sets etc.	20% of Contract Value
4.	Release of balance amount after 3 months including security deposit.	Balance 10% of Contract Value

Appendix- A

Details of survey instruments

Description of the instruments	Make / Manufacturing company name	Year of manufacture	No. of such Instruments
DGPS			
Total Station			
Note: The Bidder may add lines to this table for providing information.			

Signature of Bidders

GENERAL TERMS & CONDITIONS OF CONTRACT

1. The work shall be executed as per the technical specifications & requirements given in **Annexure-I** of the tender document.
2. Location: An index map showing the location of proposed survey work is enclosed; however, exact location will be given by the Engineer-in-Charge.
3. Before Bidding, the Bidder shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, approach path, etc.
4. Entire work shall remain open for inspection, at all stages to the Superintending Engineer or his representative.

5. Rates, Prices & Payments:

- 5.1 **The rate quoted must be inclusive of all taxes or tariff of taxes and must be clearly mentioned. Rate must be quoted in both figures & words.**
- 5.2 Rates of survey work shall be inclusive of the plotting work, digitization of maps and report.
- 5.3 The entire work has to be executed on his agreement rates.
- 5.4 The rates quoted by the Bidders shall remain unchanged during the execution of entire work and shall deem to have incorporated fluctuations in the cost of labour, equipments and materials etc. required for the works.
- 5.5 The unit price should be for the same unit indicated in the schedule of quantities.
- 5.6 No advance payment will be made.

The Income tax as per rules shall be deducted at source from all bills.

- 5.7 **Other taxes if applicable to the said works shall also be deducted at source from the bill as per latest guidelines of Central/State Govt.**
 - 5.8 90% of payments for the work shall be made to the Contractor/Tenderer after satisfactory completion of work through running bills and balance 10% shall be kept as additional security deposit and shall be released after 3 months of completion of work.
 - 5.9 Running bill shall be entertained against work done/as per actual measured by Engineer-in-Charge or his representative.
 - 5.10 **Penalties for delay:** The work shall be completed within stipulated time frame. An incremental penalty @1.5% of the entire amount shall be deducted for a delay of each fortnight i.e. for delay of first fortnight, the penalty shall be 1.5% of entire amount, for the second fortnight of delay the penalty shall be 3% of the entire amount and so on. 1.5% per fortnight will be computed on per day. Penalty for delay shall be maximum upto 10% of entire amount.
 - 5.11 If, the Contractor/ Bidders apprehends any delay in completion of survey work within stipulated time, he shall inform at least two weeks in advance and seek suitable extension of time therefore on sufficient valid grounds. The extension of time shall not normally exceed two weeks.
 - 5.12 No payment will be made to the contractor for damage caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.
 - 5.13 No payment will be made to the Contractor/ Bidders for mobilization of machines, equipments etc.
- 6 Any corrections/cuttings in the tender document shall be initialed by the bidder.
 - 7 NWDA will not be responsible for any injury/ loss of life of any person engaged by the Contractor/ Bidders.

8. *Wherever there is any difference between the English and Hindi version of the tender documents, the English version prevails.*

**Executive Engineer
Investigation Division N.W.D.A., Jhansi**

SPECIAL TERMS & CONDITIONS OF CONTRACT

In addition to general terms & conditions of the 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 supersession of the general terms & conditions.

1. **Force protection of trees and plants:** The Contractor/Bidder shall take all necessary precautions so that forest trees and plants are not destroyed. The contractor shall ensure that none of his workers or their family members cut any trees in the area of the project failing which the contractor shall be held liable for the act of such workers or their family members.
2. **Supply of fuel to workers:** The Contractor/Bidder shall ensure free supply of fuel to each of the workers engaged on the works under the contract, throughout the contract period for their daily needs.
3. **Employment of local labour:** The Contractor/Bidder shall always give preference to the employment of unskilled, semi-skilled/skilled labour and workmen from the local area/state. The contractor shall adhere to all the Indian labour laws and acts.
4. **Natural water sources:** The Contractor/Bidder shall not obstruct/damage any lines of drainage without prior approval of the Engineer-in-Charge.
5. **Law & Order:** The Contractor/Bidder will provide suitable/congenial conditions and atmosphere and maintain law and order during the execution of work.
6. **Safety codes:** The Contractor/Bidder shall comply with the provision of relevant IS codes (current editions) and shall own liabilities on account of default, if any
7. **Signs:** Contractor/Bidder shall be responsible for providing, erecting and maintaining all safety signs necessary for the safety of those working on or passing through the site.
8. Notwithstanding the Contractor/Bidder obligation to comply with the requirement of the safety manual, the Contractor/Bidder attention is particularly drawn on the following requirements specified:
 - a) The Contractor/Bidder shall be responsible for providing, operating and maintaining a first aid station at the site at his own cost for treatment of his employees/workers.
 - b) Emergency treatment shall include carrying of emergency patient until transfer to a permanent hospital or other place of treatment.
9. **Approach roads:** Contractor/Bidder shall at all times keep the existing approaches through for public and transport.
10. **Site reclamation/restoration:** On completion of the work to the satisfaction of Executive Engineer/higher authorities of NWDA or his representative, contractor shall remove all equipment, material, temporary facilities remains, rubbish, debris and excess excavated soil resulting from his work area and from other area placed at his disposal by the department from public path, roads and from streams and ditches and shall restore all these places to proper conditions to the satisfaction of the Executive Engineer/higher authorities of NWDA, or his representative.

11. Statutory rules and regulations of Madhya Pradesh, The Contractor/Bidder should be well concerned with such statutory rules, regulations as may be prevalent in the states of Madhya Pradesh Contractor shall indemnify for the same and keep the department free from and against such liability.

12. Contractor/ Bidder should ensure that local inhabitation/structures falling into vicinity of work are not disturbed while executing the job. Damage, if any, occurring due to negligence of Contractor shall be financially, physically and legally charged to his account.

13. The Contractor/Bidder shall make his own arrangement for water required for drinking purposes and also for electricity.

14. No amendment or modification in any clauses, terms & conditions of the contract shall be made unless the same is proposed in writing and agreed to by both the parties. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

15. Differences/disputes, if any, arising in the interpretation on execution of this contract shall be mutually settled through reconciliation, failing which they will be referred to the Chief Engineer (North), NWDA, Lucknow, whose decision shall be final and binding on both the parties.

Executive Engineer
Investigation Division N.W.D.A., Jhansi

AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2019 between the Superintending Engineer, Investigation Circle, National Water Development Agency, 12, SADA Bhawan, IInd Floor, City Centre, Gwalior-474011 Madhya Pradesh of the one part and ----- (Name of Contractor) of (city _____) (hereinafter “the Contractor”) of the other part.

WHEREAS the Contractor is desirous to carry out the topographical survey of 32km long alternate canal alignment area of Ken –Betwa link project and fixing of BM/RCC pillar on the ground for DPR of Ken - Betwa Link Project and has accepted a tender by the Contractor for the said works amounting to Rs. _____ (Rupees _____) (hereinafter “the contract price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contracts referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a) The tender and the price schedule submitted by the Bidder.
 - b) The tender document as issued at the time of invitation of tender.
 - c) The contractor’s Notification of Award of works.
 - d) Negotiated and accepted addendums.
 - e) All amendments issued.
3. In consideration of the payments to be made by National Water Development Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with National Water Development Agency to provide the services and the remedy defects therein in conformity in all respects with the provisions of the contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws on the day and year as above written.

Signed, sealed and delivered by the, Said _____

(For National Water Development Agency)

In the presence of _____

Signed, sealed and delivered by the, Said _____

(For the Contractor)

In the presence of _____

Signed, sealed and delivered by the, Said _____

(For the Contractor)

In the presence of _____

INTEGRITY PACT

To,

.....
.....
.....

Ref: NIT No: NWDA/ID/JHS/T-1(A)/2019-20/01

Date. 24.05.2019

Sub : Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I and area falling in Chhatarpur and Tikamgarh district of Madhya Pradesh.

Dear Sir,

It is here by declared that NWDA is committed to follow the principle of transparency, equity and competitiveness in public department.

The subject Notice Inviting of Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NWDA.

Yours faithfully

Executive Engineer
NWDA,ID, Jhansi

INTEGRITY PACT (Undertaking by Bidder)

To,

**Executive Engineer
Investigation Division NWDA,
A-3/6, Betwa River Board Campus,
Nandanpura, Jhansi(UP)**

Ref: NIT No :NWDA/ID/JHS/T-1(A)/2019-20/01

dated-24.05.2019

Sub: Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I and area falling in Chhatarpur and Tikamgarh district of Madhya Pradesh.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of NWDA.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20.....

BETWEEN

DG, NWDA represented through the Executive Engineer NWDA, ID, A-3/6, Betwa River Board Campus, Nandanpura, Jhansi(UP), Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
Through..... (Hereinafter to as the
(Details of duly authorized signatory)
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender NIT No :NWDA/ID/JHS/T-1(A)/2019-20/01 dated- 24.05.2019

(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I and area falling in Chhatarpur and Tikamgarh district of Madhya Pradesh.

Hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations', economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, Therefore, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal /Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal/Owner will, during the Tender process treat all bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(S)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/Contract(s) will not use improperly, (for the propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives of India, if any. Similarly Bidder(s)/Contractor(s) of India Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender on behalf of one manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justify interest of other and/or to influence the procurement process to the detriment of the Government interest.**

- 5) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any right that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right.

- 1) If the Bidder/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determine the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code IPC/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same law enforcing agencies for further investigation.

Article 4: Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last **7 years** with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealing/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own direction, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidder(s)/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidder(s) and Contractors.
- 3) The Principal/Owner will disqualify Bidder(s), who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidder(s), till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharge/determined by the Competent Authority, NWDA.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreements / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1.
(Signature, name and address)
- 2.
(Signature, name and address)

Place:
Date:

**कार्यालय, अधिशासी अभियंता,
अन्वेषण प्रभाग, राष्ट्रीय जल विकास अभिकरण
ए-3/6, बेतवा बोर्ड नदी परिसर,
नंदनपुरा, झांसी (उ.प्र.) पिन-284003**

NIT No. NWDA/ID/JHS/T-1(A) /2019-20/01

Date: 24.05.2019

निविदा आमंत्रण सूचना

कार्य का नाम: केन-बेतवा लिंक परियोजना के अंतर्गत प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण जो कि 1:50000 की टोपोग्राफिकल संख्या (54 O/8, 54 P/5 and 54 O/4) पर अंकित है के लगभग 1760 हेक्टेयर क्षेत्रफल जिसका टोपोग्राफिकल सर्वेक्षण कार्य टोटल स्टेशन एवं डी.जी.पी.एस.व अन्य आधुनिक तकनीक का उपयोग करके करना है तथा टोपोग्राफिकल सर्वेक्षण कार्य के नक्शे में 0.50 मीटर के कन्टूर अंतराल पर महत्वपूर्ण जानकारी जैसे कि गाँव, रोड, रेल्वे, नहर प्राणली, नदी, तालाव, जंगल इत्यादि को दर्शाते हुए तैयार करना है। सम्पूर्ण क्षेत्र का कार्य छत्तरपुर एवं टीकमगढ़ जिला में पड़ता है।

- 1.0 महानिदेशक, राष्ट्रीय जल विकास अभिकरण की ओर से केन्द्र सरकार/राज्य सरकार के विभागों और सार्वजनिक क्षेत्र के संस्थानों द्वारा अनुमोदित एवं पात्र ठेकेदारों/एजेन्सियों से दो बिड प्रणाली जैसे तकनीकी प्रस्ताव एवं वित्तीय प्रस्ताव में आईटम दर निविदाएं आमंत्रित की जाती हैं।

A- Topographical survey of 32km long alternate canal alignment area approximately 1760 ha. under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I

B- Providing cast in- situ RCC Bench Marks (BMs) on Base lines at every km & end point of First and Last cross sections & at appropriate places such as villages, major roads, railway crossing etc. of size 40 cm x 40cm x110cm (60 cm below ground level) with 4 no. main reinforcement bars of 8 mm diameter with 3 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying and curing of concrete BM for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Complete in all respect as per design, drawing specification, painting, numbering and as directed by Engineer-in-charge and all Pillars connected with the levels as provided by the NWDA.

C- Providing precast RCC pillars of Size 15 cm x 15cm x 60 cm of 4 no. main reinforcement bars of 8 mm diameter with 2 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying, curing of concrete for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Complete in all respect as per design, drawing specification, painting, numbering, and as directed by Engineer-in-charge and all RCC pillars connected with the levels as provided by the NWDA and it should be erected on Base line at 100 m interval on Base lines marked on ground for better control of surveyed point of references. The RCC pillars should erected in the field in such a way that 40cm should be under the ground and 20 cm above the ground.

- 1.1 कार्य की अनुमानित लागत रु. 7.14 लाख (रुपये सात लाख चौदह हजार) मात्र है । तथापि, यह अनुमानित लागत, मोटे तौर पर एक मार्ग निर्देश मात्र है ।
- 1.2 निविदाएं केन्द्र सरकार एवं राज्य सरकार के विभागों और सार्वजनिक क्षेत्र के संस्थानों द्वारा अनुमोदित एवं पात्र ठेकेदारों/एजेन्सियों जिनके पास पिछले पाँच वर्षों के दौरान कम से कम तीन प्रोजेक्टों के कार्य को संतोषजनक ढंग से पूरा किए जाने संबंधी निश्चित प्रमाण हो, को आवंटित की जाएंगी। इनमें से एक प्रोजेक्ट में कम से कम 1500 हेक्टेयर क्षेत्रफल और सब मिलाकर कम से कम 3000 हेक्टेयर क्षेत्रफल का कार्य पूर्ण किया हुआ हो । ठेकेदारों के पास टोटल स्टेशन /डी. जी.पी.एस. व अन्य आधुनिक तकनीक द्वारा सर्वेक्षण कार्य करने का पर्याप्त अनुभव होना चाहिये । कुछ चुने गए/योग्य निविदाकारों (उनके द्वारा दिए गये रेट तथा बिडिंग हेतु निर्धारित आधार के अनुसार) को अपने पूर्व के सर्वेक्षण कार्य के अनुभव पर मौखिक/ पावर पॉइंट प्रस्तुतीकरण हेतु अंतिम रूप से चुनने के लिए सक्षम प्राधिकारी आमंत्रित कर सकते हैं ।

निविदा कर्ता को सर्वेक्षण कार्य निर्धारित समय में पूर्ण करने के लिए कम से कम दो टोटल स्टेशन /डीजीपीएस एक ही समय में सर्वेक्षण स्थल पर लगाने होंगे ।

- 1.3 निविदाकर्ता यह वचन देते हैं कि, उपयुक्त समान कार्यों को किसी अन्य ठेकेदार द्वारा बेक टू बेक आधार पर नहीं कराया गया है आगे यह कि उक्त कार्य में यदि किसी प्रकार के उल्लंघन का विभाग के ध्यान में आता है तो निविदाकर्ता राज.वि.अ में भविष्य में हमेशा के लिए सभी निविदाओं से वंचित कर दिये जायेंगे । यह भी कि यदि इस प्रकार का कोई उल्लंघन, कार्य के शुरू होने के दिनांक से पूर्व विभाग के संज्ञान में आता है तो सक्षम अधिकारी धरोहर, प्रभारी अभियंता की रिपोर्ट पर धरोहर राशि/निष्पादन जमानत की संपूर्ण राशि जब्त करने के लिए स्वतंत्र रहेंगे ।
2. सफल निविदाकारों के साथ, निर्धारित अनुबंध प्रपत्र सं. के.लो.नि.वि.-8 जो कि भारत सरकार के प्रकाशन के रूप में उपलब्ध है, करार किया जाएगा । निविदाकार उक्त प्रपत्र के विभिन्न निबंधन एवं शर्तों के अनुसार अपनी दरें बताएगा, जो कि अनुबंध का एक हिस्सा होगा ।
3. प्रस्तावित कार्य को पूरा करने के लिए निर्धारित समय 90 (नब्बे) दिन (प्लांटिंग कार्य एवं प्रतिवेदन सहित) कार्य प्रारंभ करने के लिखित आदेश की तिथि से 10 वें दिन के बाद से माना जाएगा । निविदाकर्ता के अनुरोध पर प्रतिकूल परिस्थिति अतिरिक्त समय भी दिया जा सकता है ।
4. निविदा दस्तावेज, जिसमें प्लान, विशिष्ट वर्णन, विभिन्न वर्गों के किये जाने वाले कार्यों की मात्रा की अनुसूची एवं ठेकेदार, जिसकी निविदा स्वीकार हो, के द्वारा पूरी की जाने वाली ठेके की शर्तें निहित हैं व अन्य आवश्यक दस्तावेजों का अवलोकन कार्यालय अधिशासी अभियन्ता, अन्वेषण प्रभाग, राष्ट्रीय जल विकास अभिकरण, ए-3/6, बेतवा नदी बोर्ड परिसर, नन्दनपुरा, झांसी (उ.प्र.) में किसी भी कार्य दिवस में, रविवार व सार्वजनिक अवकाश छोड़कर, प्रातः 10 बजे से शाम 4.00 बजे तक किया जा सकता है । निविदा दस्तावेज, मानक प्रपत्र छोड़कर, उक्त कार्यालय से उल्लेखित समय के दौरान निविदा दस्तावेज की नगद कीमत रु.1000/—(रु. एक हजार)मात्र और डाक द्वारा रु.1500/—(रु. एक हजार पाँच सौ)मात्र का मांग पत्र अधिशासी अभियन्ता, राष्ट्रीय जल विकास अभिकरण, झांसी के पक्ष में देय जमा करने पर जारी किया जायेगा । निविदा दस्तावेज को विभागीय वेबसाइट www.nwda.gov.in से भी डाउनलोड कर सकते हैं जिसके लिए निविदा मूल्य का मांग पत्र अधिशासी अभियन्ता, राष्ट्रीय जल विकास अभिकरण, झांसी के पक्ष में देय अलग से जमा करना होगा, बिना निविदा मूल्य की निविदा को अपूर्ण व निरस्त माना जायेगा ।

5 बिड की तैयारी

निविदाकर्ता से अनुरोध किया जाता है कि तकनीकी प्रस्ताव एवं वित्तीय प्रस्ताव दो अलग-अलग मुहरबंद लिफाफे में जमा करें ।

5.1 तकनीकी बिड

तकनीकी बिड के साथ अंतर्निहित दस्तावेजों की सूची संलग्न करें ।

अर्हता मानदंड

- 1 धरोहर राशि रु 14300 /— (रु चौदह हजार तीन सौ) मात्र का मांग पत्र अधिशासी अभियन्ता, राष्ट्रीय जल विकास अभिकरण, झांसी के पक्ष में देय, तकनीकी बिड के साथ जरूर लगा होना चाहिए । धरोहर राशि के बिना निविदा को खारिज कर दिया जायेगा ।
- 2 तीन वर्ष के अंदर समान प्रकार के कार्य शासकीय/अशासकीय क्षेत्र में (पूर्ण व वर्तमान में किये जा रहे दोनों) जहाँ भी किये गये उनका पूर्ण विवरण सत्यापित दस्तावेजी साक्ष्य के साथ , जैसे कि कार्य आदेश /कार्य समाप्ति के प्रमाण पत्र की प्रति ।
- 3 निविदा प्रपत्र बिडर (Bidder) द्वारा हस्ताक्षरित होना चाहिए।
- 4 फर्म की परामर्श सेवाओं में अनुभव के साथ परामर्श सेवाओं का पिछले तीन वर्ष का वार्षिक लेन देन का विवरण, फर्म /निविदाकर्ता के पंजीकरण की छाया प्रति के साथ उसका वार्षिक रिटर्न/ वैलेंस सीट, पेन कार्ड नम्बर, सर्विस टेक्स नम्बर एवं GST/EPFO/ESIC इत्यादि की छाया प्रतियां संलग्न हों।
- 5 एक शपथ पत्र देना होगा कि रिटर्न फाईल कर दिया है और फर्म पर अब तक कोई भी GST टेक्स वकाया नहीं है।
- 6 नवीनतम GST रिटर्न फाईल पावती की छाया प्रति संलग्न करें।
- 7 एक शपथ पत्र देना होगा कि कार्य को किसी अन्य ठेकेदार द्वारा Back to back basis पर नहीं कराया जाएगा। प्रत्येक कार्य के लिए अलग अलग शपथ पत्र रु.10 /— के स्टम्प पर होना चाहिए।
- 8 सर्वे उपकरणों के स्वामित्व से संबंधित दस्तावेज/ बिल की प्रमाणित प्रति के साथ उनके मापदण्ड और वर्तमान में तैनाती की स्थिति का उल्लेख करें।
- 9 प्रस्तावित कार्य को निर्धारित समय में पूर्ण करने के लिए अपनाया जाने वाला साधन कार्यविधि एवं कार्य योजना को प्रस्तुत करना होगा।
- 10 कार्य को पूरा करने वाले दल की संरचना तथा कार्य दल के प्रत्येक सदस्य का जीवनवृत्त जिसमें इस प्रकार के कार्य को संभालने के अनुभव का उल्लेख हो । कार्य दल के सदस्यों के नामों को दर्शाते समय यह भी बतायें कि क्या वह सदस्य फर्म का स्थाई सदस्य हैं, या नहीं, यदि नहीं तो इस कार्य को करने की उससे ली गयी विशेष सहमति की प्रति संलग्न की जा सकती है ।
- 11 रुपये 10 /— के स्टम्प पेपर पर सत्यनिष्ठ समझोता हस्ताक्षरित करना होगा।
- 12 किसी भी प्रकार की अन्य जानकारी जो वित्तीय बोली से संबंधित न हो ।

5.2 वित्तीय बिड

वित्तीय बिड में कोई भी शर्त समावेसित न हो।

निविदा दस्तावेज में उल्लेखित सभी कार्य योजनाओं के आधार पर न्यूनतम रेट की घोषणा की जाएगी।

वित्तीय बिड के साथ निम्नलिखित मूल्य सम्मिलित होना चाहिए।

प्रस्तावित कार्यों एवं उनके नक्से/रिपोर्ट तैयार करने से संबंधित सभी मूल्य सम्मिलित होना चाहिए।

1. सभी प्रकार के अन्य व्यय /कर (Taxes) सम्मिलित होना चाहिए।
- 2.
6. निविदा को तकनीकी एवं वित्तीय बिड के रूप में अलग-अलग मुहरबंद लिफाफे में जो कि एक बाहरी लिफाफे में मुहरबंद हो जिस पर कार्य का नाम एवं जमा करने की तारीख लिखी हो, अधिशासी अभियन्ता, अन्वेषण प्रभाग, राष्ट्रीय जल विकास अभिकरण, ए-3/6, बेतवा बोर्ड नदी परिसर, नंदनपुरा, झांसी (उ.प्र.) पिन-284003 में दिनांक: 18.06.2019 को दोपहर 12:00 बजे तक जमा किए जाएंगे तथा तकनीकी बिड उन्ही के कार्यालय में दिनांक 18.06.2019 को दोपहर 12:30 बजे निविदाकर्ता या उनके अधिकृत इच्छुक प्रतिनिधियों की उपस्थिति में खोले जाएंगे ।

निविदाकर्ताओं द्वारा प्रस्तुतीकरण उसी दिन शुरू किया जायेगा तथा यदि आवश्यकता हुई तो दूसरे दिन भी जारी रहेगा ।

7. पैरा 5.1 में दर्शाये गये दस्तावेजों एवं माँग पत्र के बिना जमा निविदा आस्वीकार होगी।
8. निर्धारित तारीख में प्राप्त तकनीकी एवं वित्तीय प्रस्तावों /बिड्स को राजविअ की तकनीकी समिति द्वारा तकनीकी प्रस्ताव का मूल्यांकन किया जायेगा, व निविदाकर्ताओं द्वारा जमा की गई निविदाओं के तकनीकी प्रस्ताव में उपलब्ध डाटा के आधार पर प्रथम दृष्टया अनुसार अंक दिए जाएंगे । बिडकर्ता द्वारा बाद में दी गई किसी भी प्रकार की जानकारी, दस्तावेज, स्पष्टीकरण को इसमें शामिल नहीं किया जायेगा । हालांकि राजविअ अपनी आवश्यकतानुसार किसी भी टेंडर के तकनीकी प्रस्ताव को अधिक अच्छी तरह से आंकलित करने के लिए किसी भी प्रकार का स्पष्टीकरण मांग सकता है ।

तकनीकी रूप से अर्हता प्राप्त निविदाकर्ताओं के वित्तीय प्रस्ताव को निविदाकर्ता या उनके अधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन खोला जाएगा। यदि यह उसी दिन संभव न हुआ तो तकनीकी रूप से अर्हता प्राप्त निविदाकर्ताओं को जानकारी देते हुए वित्तीय बिड्स अगले दिन खोले जायेंगे।

मूल्यांकन का मापदण्ड

Technical bids of all bidders will be evaluated on the basis of following criteria:

Sl.No.	Items	Mark allocated
1.	Oral Presentation	10
2.	Financial Turnover	5
3.	General Experience	10
4.	Similar assignment carried out during last five years	40
5.	Suggestion of proposal	5
6.	Personals proposed	10
7.	Methodology and approach	10
8.	Tool & Plant	10
	Grand Total	100

After evaluation of technical bids, Marks obtained 60% and above by the bidders will be declared as eligible for further opening of financial bid.

9. वैकल्पिक नहर के संरक्षण क्षेत्र के सर्वेक्षण कार्य का ब्यौरा अनुलग्नक (अ) में अंकित है। ठेकेदार के लिए कार्य से संबंधित नक्से एवं दस्तावेज की प्रतियाँ उपरोक्त अधिकारी के कार्यालय में देखने के लिए उपलब्ध रहेंगी।

निविदाकारों को सलाह दी जाती है कि वे निविदा प्रस्तुत करने के पहले स्वयं के व्यय पर कार्यस्थल एवं उसके आस पास की जगह, जमीन की प्रकृति एवं सतहीमृदा (जहां तक व्यवहार्य हो), कार्य स्थल का स्वरूप एवं प्रकृति, कार्य स्थल तक पहुँचने के साधन, आवास जो उन्हें चाहिए उसका निरीक्षण व जाँच कर लें तथा जोखिम, आकस्मिकता एवं अन्य परिस्थितियों से, जो उनके बिड को प्रभावित कर सकती हैं, संबंधित आवश्यक जानकारी स्वयं प्राप्त कर, संतुष्ट हो लें।

निविदाकर्ता को सलाह दी जाती है कि निविदा डालने से पूर्व कार्यस्थल का भौतिकरूप से भ्रमण कर ले क्योंकि कार्यस्थल के कुछ भाग में जंगल हो सकता है। निविदाकर्ता अपनी सुरक्षा का स्वयं जिम्मेदार होगा। रा.ज.वि.अ. निविदाकर्ता को किसी भी प्रकार कि सुरक्षा मुहिया नहीं कराएगा। किसी भी प्रकार से रा.ज.वि.अ. सर्वेक्षण कार्य के निष्पादन हेतु वन विभाग से अनुमति लेने में आवश्यक सहयोग देगा।

ठेकेदार को सर्वेक्षण स्थल की पूर्ण जानकारी होना चाहिए भले ही उसने सर्वेक्षण स्थल को देखा हो या ना देखा हो, इस संबंध में किसी भी गलतफेमी के लिए बाद में कोई भी अतिरिक्त चार्ज देय नहीं होगा। कार्य निष्पादन से संबंधित समस्त सामग्री, सर्वे उपकरण, औजार एवं संयंत्र, कार्य करने वाले व्यक्तियों के लिए सुविधायें इत्यादि का व्यावस्था ठेकेदार को स्वयं के व्यय पर करनी होगी। ठेकेदार द्वारा निविदा प्रस्तुत करने का तत्पर्य यह है कि उसने इससे संबंधित सूचना एवं अन्य निविदा दस्तावेजों को अच्छी तरह पढ़ लिया है एवं वह कार्य के स्कोप और मापदण्डों के बारे में जानकारी रखता है।

10. राष्ट्रीय जल विकास अभिकरण की ओर से सक्षम प्राधिकारी, न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं हैं और प्राप्त हुई किसी भी निविदा या सभी निविदाओं को बिना कारण बताए अस्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं।

निविदा खोलने की तिथि के समय लागू भारत सरकार के प्रचलित नियमानुसार न्यूनतम निविदा के संदर्भ में केन्द्र सरकार के उपक्रम को महत्व देते हुए कार्यादेश जारी करने का अधिकार सक्षम अधिकारी के पास समस्त अधिकार सुरक्षित है। ऐसी समस्त निविदाएँ जो कि निर्धारित शर्तें पूरा नहीं करती हैं या किसी भी प्रकार से अपूर्ण हैं, वह निरस्त की उत्तरदायी होगी।

11. निविदाओं के मामले में किसी भी प्रकार का प्रत्यक्ष या अप्रत्यक्ष प्रेरण का पूर्णतया निषेध है और उन ठेकेदारों की निविदाएं/बड्स जो प्रेरण का सहारा लेंगे, अस्वीकार कर दी जाएंगी ।
 12. सक्षम प्राधिकारी, राष्ट्रीय जल विकास अभिकरण की ओर से पूरी बिड या उसके किसी भाग को स्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं तथा निविदाकार, कथित दर पर निष्पादन के लिए बाध्य होगा ।
 13. बिडकर्ता को राज.वि.अ. में, (जो ठेके देने और उसके निष्पादन के लिए उत्तरदायी है) जिसमें उसका नजदीकी रिश्तेदार लेखापाल या किसी भी हैसियत के अधिकारी के रूप में राज.वि.अ. में तैनात हो, कार्यों के लिए बिड देने की अनुमति नहीं होगी । वह उन व्यक्तियों के नामों की भी सूची देगा जो किसी भी हैसियत में उसके साथ कार्य कर रहे हों या जिन्हें उसके द्वारा बाद में भर्ती किया गया हो तथा जो राज.वि.अ. या जल संसाधन, नदी विकास एवं गंगा मंत्रालय, भारत सरकार में कार्यरत किसी राजपत्रित अधिकारी के नजदीकी रिश्तेदार हों । ठेकेदार द्वारा इसमें से किसी भी शर्त का उल्लंघन करने पर वह भविष्य में राजविअ के किसी भी कार्य में भाग नहीं ले पायेगा ।
 14. निविदा जमा करने के पश्चात कार्य को पूर्ण रूप से या उसके हिस्सा को किसी अन्य को देने का कोई भी प्रकरण मान्य नहीं होगा । किसी विशेष प्रकरण में यह कार्य राजविअ द्वारा उसके स्वेच्छा निर्णय द्वारा किया जा सकता है, पर इसके लिये निविदाकर्ता को यह जानकारी समय रहते राजविअ को अनुमति के लिए देना होगी । यदि किसी प्रकार का यह प्रकरण राजविअ के ध्यान में आया जिसमें राजविअ की अनुमति नहीं ली गई होगी तो राजविअ कार्य के उस भाग का भुगतान नहीं करेगा ।
 15. भारत सरकार के किसी इंजीनियरी विभाग में इंजीनियरी या प्रशासनिक कार्यों में लगे हुए राजपत्रित रैंक के किसी इंजीनियर को या किसी अन्य राजपत्रित अधिकारी को सरकारी नौकरी से सेवा मुक्त होने पर एक साल तक, भारत सरकार की पूर्व लिखित अनुमति बिना ठेकेदार की हैसियत से काम करने की अनुमति नहीं है । यदि किसी समय यह पाया गया कि ठेकेदार या उसका कोई कर्मचारी, ऐसा व्यक्ति है जिसने निविदा प्रस्तुत करने से पहले या ठेकेदार की सेवा में लगने के पहले भारत सरकार से अनुमति नहीं ली थी, तो यह ठेका रद्द किया जा सकता है ।
 16. कार्यों से संबंधित निविदा, निविदाओं/वित्तीय बिड्स के खुलने की तारीख से 90 (नब्बे) दिन तक स्वीकृति हेतु खुली रहेगी । यदि कोई निविदाकार उक्त अवधि के पहले या स्वीकृति पत्र जारी होने के पहले, जो भी पहले हो, से पहले अपनी निविदा वापिस ले लेता है या निविदा की शर्तों और निबंधनों में कोई संशोधन करता है, जो विभाग को स्वीकार्य नहीं है, तो सरकार किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना ऊपर किए गए उल्लेख के अनुसार उक्त धरोहर राशि का 50 प्रतिशत जब्त करने के लिए स्वतंत्र होगी ।
 17. NWDA/CWC/CSMRS के वरिष्ठ अधिकारियों द्वारा कार्य स्थल के निरीक्षण के दौरान पास के रेल्वे स्टेशन से लाने के लिये निविदाकर्ता को स्वयं के व्यय पर **Inspection Vehicle** उपलब्ध कराना होगा। इस मद में होने वाले किसी भी प्रकार के व्यय की प्रतिपूर्ति विभाग द्वारा नहीं होगी ।
 18. यह निविदा आमंत्रण सूचना, करार दस्तावेज का एक हिस्सा होगी । सफल निविदाकार स्वीकारकर्ता प्राधिकारी द्वारा निविदा स्वीकार किए जाने के बाद कार्य प्रारंभ के पूर्व या 15 दिन के अंदर निम्नलिखित को शामिल करते हुए निविदा पर हस्ताक्षर करेगा ।
- क) निविदा आमंत्रण सूचना, अतिरिक्त/सामान्य शर्तों सहित सभी कागजात, विनिर्देशन विशिष्टि एवं नक्शें, यदि कोई हों, जो निविदा आमंत्रण के समय निविदा के रूप में जारी किए गए हों तथा इस बारे में किए गए किसी पत्राचार सहित इसकी स्वीकृति, निविदा की सामान्य शर्तें सीपीडब्ल्यूडी कार्य के लिए समय समय पर संशोधित निविदा की सामान्य शर्तें ।
- ख) मानक के.लो.नि.वि. प्रपत्र संख्या-8, यथा संशोधित ।

अधिशाली अभियंता
अन्वेषण प्रभाग, राज.वि.अ., झॉंसी

राष्ट्रीय जल विकास अभिकरण (भारत सरकार, जल संसाधन नदी विकास व गंगा संरक्षण मंत्रालय)

कार्यों के लिए आईटम दर निविदा एवं संविदा

कार्य का नाम:- केन-बेतवा लिंक परियोजना के अंतर्गत प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण जो कि 1:50000 की टोपोग्राफिकल संख्या (54 O/8, 54 P/5 and 54 O/4) पर अंकित है के लगभग 1760 हेक्टेयर क्षेत्रफल जिसका टोपोग्राफिकल सर्वेक्षण कार्य टोटल स्टेशन एवं डी.जी.पी.एस.व अन्य आधुनिक तकनीक का उपयोग करके करना है तथा टोपोग्राफिकल सर्वेक्षण कार्य के नक्शे में 0.50 मीटर के कन्टूर अंतराल पर महत्वपूर्ण जानकारी जैसे कि गाँव, रोड, रेलवे, नहर प्राणली, नदी,तालाव, जंगल इत्यादि को दर्शाते हुए तैयार करना है। सम्पूर्ण क्षेत्र का कार्य छत्तरपुर एवं टीकमगढ़ जिला में पड़ता है।

- i) निविदा जमा करने की अंतिम तिथि 18.06.2019 को 12.00 बजे तक एवं अन्य कार्य दिवस में (10.00AM to 04.00PM) तक कार्यालय अधिशासी अभियंता, अन्वेषण प्रभाग, राजविअ, ए-3/6,बेतवा बोर्ड नदी परिसर, नंदनपुरा, झाँसी (उ.प्र.) पिन-284003 निविदा जमा कर सकते हैं।
- ii) निविदाएँ उन निविदाकारों के समक्ष खोली जाएगी जो दिनांक 18.06.2019 को सुबह 12.30 बजे अधिशासी अभियंता, अन्वेषण प्रभाग,राजविअ, झाँसी के कार्यालय में उपस्थित रहेंगे।

जिसको जारी किया मैसर्स.....

दस्तावेज जारी करने वाले अधिकारी के हस्ताक्षर:.....

पदनाम:

जारी करने का दिनांक

निविदा

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची 'क' और 'च,' लागू विनिर्देश नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

मैं/हम, एतद् द्वारा रा.ज.वि.अ. के लिए अनुसूची 'च' विनिर्दिष्ट समय के अन्दर विनिर्दिष्ट कार्य, यथा मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खण्ड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती हैं और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

हम निविदा को, इसके खोले जाने की निर्धारित तारीख से 90 (नब्बे दिन) दिनों/वित्तीय बोली खुलने की तारीख से 90 (नब्बे दिन) दिनों के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में किसी प्रकार का परिवर्तन न करने के लिए सहमत हैं।

रु. 14,300/- (रुपये चौदह हजार तीन सौ) मात्र की धनराशि, धरोहर राशि के तौर पर राष्ट्रीयकृत बैंक के डिमांड ड्राफ्ट के रूप में अधिशासी अभियंता, अ.प्र., रा.ज.वि.अ., झाँसी के पक्ष में एतद् द्वारा अग्रेषित की जाती है। यदि मैं/हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो, मैं/हम यह मंजूर करते हैं कि रा.ज.वि.अ. या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं, तो मैं/हम ये मंजूर करते हैं कि रा.ज.वि.अ. या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिये पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को करने के लिए उनके द्वारा प्रतिभूति-निक्षेप के रूप में रोक ली जाएगी।

इसके अतिरिक्त मैं/हम सहमत है कि धरोहर राशी तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा ।

मैं/हम यह वचन देते है कि, योग्य समान कार्यो को किसी अन्य ठेकेदार द्वारा बेक टू बेक आधार पर नहीं कराया गया है आगे यह कि उक्त कार्य में यदि किसी प्रकार के उल्लंघन का विभाग के ध्यान में आता हे तो मैं/हम रा.ज.वि.अ में हमेशा के लिए सभी निविदाओं से वंचित कर दिये जायें । यह भी कि यदि इस प्रकार का कोई उल्लंघन कार्य के शुरु होने के दिनांक से पूर्व विभाग के ध्यान में आता है तो धरोहर राशि/सम्पादन गारंटी की संपूर्ण राशि जब्त करने के लिए प्रभारी अभियंता स्वतंत्र रहेंगे ।

मैं/हम एतद् द्वारा घोषणा करता करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हों, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो ।

तारीख.....

निविदाकर्ता/ठेकेदार के हस्ताक्षर
डाक का पता

साक्षी का नाम एवं हस्ताक्षर

पता

उपजीविका

स्वीकृति

मैं राष्ट्रीय जल विकास अभिकरण की ओर से तथा उसके लिए रु.....(रूपये.....)

की राशि के लिये उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार आपके द्वारा परिवर्तित) स्वीकार करता हूँ।

नीचे दिये गये पत्र इस ठेका करार का एक हिस्सा होंगे

(अ)

(ब)

(स)

राष्ट्रीय जल विकास अभिकरण की ओर से तथा उनके लिए

तारीख.....

हस्ताक्षर.....
पदनाम.....

कार्य की मात्रा की अनुसूची एवं दर

परियोजना का नाम:- प्रस्तावित केन-बेतवा लिंक परियोजना की विस्तृत परियोजना रिपोर्ट फेस-।

कार्य का नाम:- केन-बेतवा लिंक परियोजना के अंतर्गत प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण जो कि 1:50000 की टोपोग्राफिक संख्या (54 O/8, 54 P/5 and 54 O/4) पर अंकित है के लगभग 1760 हेक्टेयर क्षेत्रफल जिसका टोपोग्राफिकल सर्वेक्षण कार्य टोटल स्टेशन एवं डी.जी.पी.एस.व अन्य आधुनिक तकनीक का उपयोग करके करना है तथा टोपोग्राफिकल सर्वेक्षण कार्य के नक्शे में 0.50 मीटर के कन्टूर अंतराल पर महत्वपूर्ण जानकारी जैसे कि गाँव, रोड, रेलवे, नहर प्राणली, नदी, तालाव, जंगल इत्यादि को दर्शाते हुए तैयार करना है। सम्पूर्ण क्षेत्र का कार्य छत्तरपुर एवं टीकमगढ़ जिला में पड़ता है।

Item No.	Particulars	Qty.	Unit	Rate in Rs.		Amount in Rs.
				In figure	In word	
1	Topographic and cadastral survey for 32 km long canal alignment works, 250 m on either side of centre link of link canal by using Total station GPS, etc. with minimum 20 number of point reading per ha, to generate 30mx30m grid and 0.5 m interval contours including transfer of entire data to computer system in different geo-referenced layers/ themes using features of standard software, compatible with design software packages, including supply of soft and with hard copies of point reading, including digitizing village maps and super imposing the contours on village map (scale 1 in 4000) including marking all permanent features like roads, cart tracks, existing canals, temples, tank, forest boundary and electric poles, etc., including supply of 4 soft copies and 4 hard copies after approval of competent authority, preparation & submission of 10mx10m grid for all structures of canal etc. complete.	1760 (Approx)	ha.			
2	(A) Providing cast in-situ RCC Bench Marks (BMs) on Base lines at every km & at appropriate places such as villages, major roads, railway crossing etc. of size 40 cmx40cmx110cm (60 cm below ground level) with 4 no. main reinforcement bars of 8 mm diameter with 3 rings of 6 mm diameter with cement concrete of 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying and curing of concrete for 7 days including cost of water, including all lead and lifts of all materials. Complete in all respect as per design, drawing specification and as directed by Engineer-in-charge and all Pillars connected with the levels as provided by the NWDA.	40 (Approx)	No.			
	(B) Paining and numbering of RCC Bench mark pillar.	40 No (Approx)				

3	(A) Providing & forcing of precast RCC pillars of Size 15 cm x 15cm x 60 cm of 4 no. main reinforcement bars of 8 mm diameter with 2 rings of 6 mm diameter with cement concrete of: 1:2:4 with 20 mm graded metal including cost of cement, metal, sand & steel including labour required for execution, including mixing laying, curing of concrete for 7 days including cost of water for mixing and curing including all lead and lifts of all materials. Completed in all respect as per design, drawing specification and as directed by Engineer-in-charge and all RCC Pillars connected with the levels as provided by the NWDA and should be erected at 100 m interval along the link canal marked on ground for better control of surveyed point of references. The RCC pillars should be under the ground and 20 cm above the ground. With M-15 nominal mix RCC including cost of steel.	288No. (Approx)				
	(B) Painting and numbering of Central line pillar.	288No. (Approx)				

NOTE: Rate in including all taxes enforcing.

Date :

Plate :

Signature of Bidder

अनुसूची 'ड'

सामान्य नियम एवं शर्तों का संदर्भ

कार्य का नाम:- केन-बेतवा लिंक परियोजना के अंतर्गत प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरक्षण के क्षेत्र का टोटल स्टेशन /डी.जी.पी.एस. व अन्य आधुनिक तकनीक का उपयोग करके टोपोग्राफिकल सर्वेक्षण कार्य।

कार्य की अनुमानित लागत: रु.7.14 लाख (रुपये सात लाख चौदह हजार) मात्र

धरोहर राशि:- रु.14,300 /-(रुपये चौदह हजार तीन सौ) मात्र

प्रतिभूति जमा राशि:- ठेकेदार के प्रत्येक रनिंग बिल से कुल बिल राशि के 10 प्रतिशत की दर से तब तक कटौती की जायेगी जब तक पहले से जमा धरोहर राशि सहित यह राशि कार्य की कुल निविदा राशि की 5 प्रतिशत जो कि निर्धारित सुरक्षा राशि के बराबर हो जाए । किसी भी मामले में बैंक गारंटी /सुरक्षा राशि के रूप में स्वीकार नहीं की जायेगी।

सम्पादन गारंटी:- ठेकेदार को कार्य की निविदा राशि के 5 प्रतिशत बराबर संपादन गारंटी के तौर पर निर्धारित प्रारूप में किसी अनुसूचित बैंक या भारतीय स्टेट बैंक की अपरिवर्तनीय बैंक गारंटी के रूप में या नकद/सावधि जमा रसीद, इत्यादि स्वीकार पत्र जारी करने के 7 दिन के अन्दर लेकिन कार्य आवंटन से पूर्व जमा कराना आवश्यक होगा। ठेकेदार के लिखित अनुरोध पर यह समय भार साधक अभियंता द्वारा अधिकतम 3 दिनों तक और आगे बढ़ाया जा सकता है।

अनुसूची 'च'

सामान्य नियम एवं दिशा निर्देश:-

निविदा आमंत्रण करने वाला अधिकारी:-

अधिशाली अभियंता, अन्वेषण प्रभाग, राज.वि.अ., झॉसी (उ.प्र.)।

परिभाषाएं:-

2 (i) भार साधक अभियंता:-

अधिशाली अभियंता,
अन्वेषण प्रभाग, राजविअ, झॉसी (उ.प्र.)।

2 (ii) स्वीकारकर्ता प्राधिकारी:-

मुख्य अभियंता (उत्तर), राजविअ, लखनऊ ।

2 (iii) मानक के.लो.नि.वि.:-

के.लो.नि.वि.फार्म-8 ,रा.ज.वि.अ. के ठेका फार्म कार्य के अनुसार परिवर्तित

खण्ड-1

i) स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय, दिनों में

7 दिन

ii) उपर्युक्त i) में दी गई अवधि के पश्चात अधिकतम अनुमेय एक्सटेंशन, दिनों में

3 दिन

खण्ड-2

खण्ड 2 के तहत क्षतिपूर्ति निश्चित करने वाला प्राधिकारी:-

अधीक्षण अभियंता, अन्वेषण वृत्त, राजविअ, झॉसी (उ.प्र.)।

खण्ड-2 (क)

क्या खंड 2 (क) लागू होगा

नहीं ।

खण्ड-5

कार्य आरम्भ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या

10 दिन।

मील-पत्थर नीचे दी गई सारणी के अनुसार

Sl. No	Description of Milestone (Physical)	Approximate time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	Topographical survey of alternate canal alignment area approximately 1760 ha under Ken Ken Betwa link project by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, existing canal system, water bodies, forest area and all important topographical features. (50%) completed in all respect.	35 days	In the event of not achieving the necessary progress as assessed from the running payments, 5% of the tendered value of work will be withheld for failure of milestone.
2.	Topographical survey of alternate canal alignment area approximately 1760 ha under Ken Ken Betwa link project by using latest survey instruments i.e. DGPS & Total Station and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, existing canal system, water bodies, forest area and all important topographical features. (100%) Completed in all respect	35days	
3.	Submission of drawings, report, etc.	20 days	

कार्य निष्पादन के लिये लामबन्दी अनुमत्य समय

10दिन

कार्य पूरा करने के लिए उचित और तार्किक समय वृद्धि देने वाला प्राधिकारी

अधीक्षण अभियंता, अन्वेषण वृत्त, राजविअ, ग्वालियर

खण्ड-7

कुल किये गये कार्य के साथ नेट भुगतान/ कार्य के लिए दिया गया अग्रिम के समायोजन के उपरांत बकाया राशि के लिए अंतरिम भुगतान की पात्रता

के.लो.नि.विभाग के कार्यों के लिए ठेके की सामान्य शर्तों के खण्ड 5 के अनुसार व राज.वि.अ की संशोधित, स्वीकार्यता के अनुसार रनिंग बिलों का भुगतान किया जायेगा ।

खण्ड-11

कार्य निष्पादन के लिए अनुपालन किए जाने वाले विनिर्देश

तकनीकी विनिर्देश अनुलग्नक -। में संलग्न है ।

खण्ड -16

घटी हुई दरें निर्धारित करने के लिए सक्षम प्राधिकारी

अधीक्षण अभियंता, अन्वेषण वृत्त, राजविअ, ग्वालियर

खण्ड -36 (i)

मुख्य तकनीकी प्रतिनिधि के लिए अपेक्षित न्यूनतम अहर्ताएँ और अनुभव

नीचे दर्शाए न्यूनतम अनुभव प्राप्त डिग्रीधारी धडिप्लोमाधारी व्यक्ति को सर्वेक्षण कार्य के दौरान हर समय सर्वेक्षण कार्य स्थल पर उपस्थित रहना होगा । सिविल अभियांत्रिकी/सर्वेडंग

(क) मुख्य तकनीकी प्रतिनिधि किस संकाय का होगा

(ख) कार्यों का न्यूनतम अनुभव

व्यक्ति के पास पिछले पाँच वर्ष के दौरान कम से कम तीन ऐसे सर्वेक्षण कार्य टोटल स्टेशन/डीजीपीएस व आधुनिक सर्वेक्षण उपकरण द्वारा पूर्ण करने का अनुभव होना चाहिए ।

अधिशारी अभियंता
अन्वेषण प्रभाग, राजविअ, झाँसी

तकनीकी विवरण

कार्य क्षेत्र एवं विवरण

विस्तृत कार्य क्षेत्र एवं विशिष्ट वर्णन निम्नानुसार है ।

1.0 स्थलाकृति सर्वेक्षण

ठेकेदार स्थलाकृति सर्वेक्षण कार्य में केन-बेतवा लिंक परियोजना के अंतर्गत प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण जो कि 1:50000 की टोपोग्राफिक संख्या (54 O/8, 54 P/5 and 54 O/4) पर अंकित है के लगभग 1760 हेक्टेयर क्षेत्रफल का टोपोग्राफिकल सर्वेक्षण कार्य टोटल स्टेशन/डी.जी.पी.एस. व अन्य आधुनिक तकनीक का उपयोग करके टोपोग्राफिकल सर्वेक्षण कार्य, बी.एम/आर.सी.सी.पिलर (अनुलग्नक 'अ' के अनुसार), स्थल परिस्थिति या भारसाधक इंजीनीयर के सुझाव के अनुसार चिह्नित कर, एवं सभी पत्थर बी.एम/आर.सी.सी.पिलर भारसाधक इंजीनीयर के सुझावों को नक्शा बनाने में निर्धारित कर, का संपादन करेगा।

32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण में 'स्टैंडर्ड बैंच मार्क' की यथोचित स्थान पर स्थापना एवं निमार्ण एवं सापेक्ष स्थल लेवल का सर्वेक्षण का कार्य करना।

सर्वेक्षण एवं मैपिंग कार्य को सफलतापूर्वक पूर्ण करने के लिये आवश्यक सर्वेक्षण उपकरण व अन्य सभी औजार और सामग्री, मजदूर व योग्य सर्वेक्षक, स्कैफोल्डिंग्स, आवश्यक परिवहन, सक्षम अभियंता सर्वेक्षक द्वारा सुपरविजन, फुल इश्योरेंस एवं अन्य सभी इन्सीडेन्टल आइटम्स उपलब्ध कराना।

सर्वेक्षण कार्य के दौरान ठेकेदार द्वारा एक साथ दो टोटल स्टेशन / डी.जी. पी.एस. उपकरण का उपयोग कार्य की अत्यावश्यकता अनुसार बिना अतिरिक्त समयावधि के, दिए गए अनुबंधित समयावधि में कार्य को पूर्ण करना है। इस के लिए कोई भी अतिरिक्त समय नहीं दिया जायेगा।

ठेकेदार हार्ड प्रति के अलावा सभी फील्ड डाटा व ड्राइंग्स को सॉफ्ट प्रति (सी.डी./डी.वी.डी. में) .dwg, .shp & .Kml फॉर्मेट में देगा। सर्वेक्षण कार्य के दौरान विभाग जीटीएस बैंच मार्क वेल्ड उपलब्ध करायेगा।

मानचित्र में इंगित स्थिति/क्षेत्र को वास्तविक कार्य करने के समय की आवश्यकतानुसार बदला जा सकता है। कार्य भारसाधक अभियंता के निर्देशानुसार किया जाएगा।

टेन्डर जमा करने से पूर्व निविदाकर्ता कार्य की प्रकृति, प्रकार व कार्य क्षेत्र एवं इसमें सहभागिता से पूरी तरह परिचित होने के लिए स्थल निरीक्षण अवश्य करें। कोट की गई दरें संपादन के पूरे समय व कार्य पूर्ण होने तक कायम रहेंगी और जानकारी के अभाव में किसी अतिरिक्त दावे पर विचार नहीं किया जायेगा।

कार्य का संपादन विशिष्ट वर्णनानुसार एवं सर्वेक्षण कार्य के उद्देश्य की पूर्ति के लिए आवश्यक सही व्यावहारिक मानकों के अनुसार, भारसाधक अभियंता के निर्देशों व संतुष्टि अनुसार होगा।

विशिष्ट वर्णन को अनुसूची 'अ' में दिये आइटम के विवरणों के साथ पढ़ा जाये। किसी भी विषमता के लिए, जो कि ड्राइंग, विशिष्ट वर्णन और अनुसूची में उसके आइटम में हो सकते हैं, भारसाधक अभियंता का निर्णय, बिन्दु की स्पष्टता के लिये अंतिम और ठेकेदार पर बाध्यकारी होगा।

1.1 बैंचमार्क लेवल को ले जाना एवं स्थापित करना

- I. रा०ज०वि०अ० बैंचमार्क लेवल का विवरण उपलब्ध करायेगा, अतिरिक्त बैंचमार्क का नेटवर्क सर्वेक्षण के क्षेत्र में अथवा भारसाधक अभियंता द्वारा निर्दिष्ट के अनुसार ठेकेदार द्वारा स्थापित कराया जावेगा। ठेकेदार द्वारा सर्वेक्षण के क्षेत्र की परिधि क्षेत्र में स्थायी ढांचो पर भी बैंचमार्क स्थापित कराया जावेगा।
- II. बैंचमार्क लेवल को ले जाना एवं स्थापित करने के लिये अलग से भुगतान नहीं किया जाएगा क्योंकि स्थलाकृति सर्वेक्षण कार्य की दरों में इसकी दर समाहित रहेंगी।

1.2 वैकल्पिक नहर के संरेखण क्षेत्र का स्थलाकृति सर्वेक्षण।

- I. प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण को, बी एम /आर सी सी पिलर लगाकर चिह्नित कर किया जावेगा। चैनेज नम्बर लिखने हेतु उत्तम गुणवत्ता का ऑयल पेंट उपयोग करना होगा। क्षेत्र सर्वेक्षण के दौरान लगाए गए सभी बी.एम /आर.सी.सी.पिलर भार साधक इंजीनीयर के सुझावों को नक्शा बनाने में निर्धारित कर, वांछित /आवश्यकतानुसार पैमाने में बनाना होगा। निविदाकारों द्वारा अनुसूची 'अ' के क्रम संख्या 1 से 3 में उल्लेखित मदों के लिए दी गई दरों में शामिल समझी जाएगी।
- II. सर्वेक्षण कार्य 'टोटल स्टेशन /डी. जी. पी. एस. उपकरण' से निम्न चरणों में किया जाना है:-
 - (अ) क्षैतिज व ऊर्ध्व नियंत्रण स्थापित करना और क्षेत्र में रिफरेन्स ग्राइड व बेंचमार्क लोकेट करना।
 - (ब) समुद्र तल से स्पॉट लेवल स्थापित करने का सर्वेक्षण कार्य।
 - (स) स्पॉट लेवल स्थापित करने के पश्चात् नहर संरेखण क्षेत्र की परिधि में अस्थाई बेंचमार्क/आर.सी.सी पिलर को भार साधक अभियंता के निर्देशानुसार स्थापित किया जाना चाहिये। अनुसूची 'अ' के क्रम संख्या 1 से 3 में उल्लेखित विवरण को संयोजन के रूप में पढ़ा जावे।

1.3 बी एम / आर.सी.सी पिलर्स को स्थापित करना

- I. ठेकेदार को नहर संरेखण की बेस लाईन पर बी एम / आर.सी.सी पिलर्स को स्थापित करना होगा। नहर संरेखण क्षेत्र की परिधि में लेवल मात्र इंटरपोलेट ही नहीं किये जायेंगे बल्कि ग्राउण्ड पर समुचित सर्वेक्षण भी किया जायेगा ताकि दो सक्सेसिव लेवल के बीच के फीचर्स भी ज्ञात हो सकें। संपूर्ण क्षेत्र में समुचित रूप से फैले पर्याप्त बिन्दुओं को लोकेट कर लेवल लिये जायेंगे ताकि तीक्ष्ण कर्वचर या दिशा व ऊँचाई में अप्रत्याशित परिवर्तन की ठीक-ठीक कंट्रोलिंग की जा सके। चुने गये बिन्दु एक दूसरे के करीब होंगे।
- II. लेवल का स्थानांतरण हमेशा मुख्य/उप स्टेशन से शुरू किया जायेगा जिसके लेवल सर्वेक्षण क्षेत्र के आस पास स्थापित किये गये जी.टी.एस बेंचमार्क पर आधारित होंगे।
- III. मौजूदा बेंचमार्क के कोई अन्य लेवल, जो परामर्शक को रा.ज.वि.अ. द्वारा उपलब्ध कराये गये हों, परामर्शक द्वारा टीबीएम से परस्पर जाँचे जायेंगे और यदि कोई विषमता पाई जाती है तो तुरन्त भार साधक अभियंता के नोटिस में लाई जाएगी। उनका निर्णय इस विषय में लिखित में प्राप्त किया जाना चाहिये।

1.4 अक्षांश और देशान्तर

ठेकेदार द्वारा क्षेत्रों के सर्वेक्षण ग्राइडों को अक्षांश व देशान्तर के साथ एकजुट किया जायेगा।

1.5 बी.एम. एवं आर.सी.सी. पिलर्स का मापदण्ड

- I. ड्राइंग के अनुसार 20 मि.मी. ग्रेडेड मेटल से 1:2:4 सीमेन्ट कंक्रीट के साथ 8 मि.मी. व्यास के 4 मुख्य छड़ व 6 मि.मी. व्यास के तीन रिंग सहित 40 से.मी. x 40 से.मी. x 110 से.मी. आकार के बी.एम. का निर्धारित स्थल पर निर्माण किया जायेगा। बी एम का निर्माण समुचित स्थान या भारसाधक अभियंता के निर्देशानुसार किया जायेगा। बी.एम. के टॉप पर लेवल स्थापित किया जावेगा। इसमें खुदाई, फार्म वर्क्स सामग्री सहित, सभी लोड व लिफ्ट साथ ही सात दिन तक क्यूरिंग सहित पिलर के टॉप पर बेंचमार्क सं०, लिंक का नाम व चैनेज खुदवाना शामिल है। पिलर का ग्राउण्ड लेवल के ऊपर प्रोजेक्शन 50 से.मी. होगा। बी.एम. के लिए कंक्रीट की क्यूरिंग हेतु परामर्शक को अतिरिक्त सावधानी बरतनी होगी। बी.एम. की ऑयल पेंट से पेंटिंग करना सम्मिलित है।
- II. ठेकेदार को ड्राइंग के अनुसार 20 मि.मी. ग्रेडेड मेटल से 1:2:4 सीमेन्ट कंक्रीट के साथ 8 मि.मी. व्यास के 4 मुख्य छड़ व 6 मि.मी. व्यास के दो रिंग सहित 15 से.मी. x 15 से.मी. 60 से.मी. आकार के पिलर को कमान क्षेत्र संरेखण पर 100 मी. के अन्तराल पर/भारसाधक अभियंता के निर्देशानुसार, लगाया जायेगा। पिलर को आयल पेंट से पेंटिंग के बाद उस पर चैनेज सं०, लिंक का नाम लिखना शामिल है। पिलर प्रोजेक्शन ग्राउण्ड लेवल से 20 से.मी. ऊपर एवं 40 से. मी. नीचे होगा। पत्थर को ठीक से फिक्स करना होगा।

2.0 सर्वे मैप तैयार व जमा करना:-

- I. ठेकेदार 1: 2500 क्षैतिज या ज्यादा पैमाने पर कन्टूर लाइन दर्शाता हुआ, परिधि क्षेत्र का कन्टूर प्लान जमा करेगा।
- II. एन. डब्ल्यू. डी. ए. द्वारा दिए गए नक्शों में सुपरइंपोज कर एक नक्शा बनाकर जमा करना होगा।
- III. सभी नक्शों व ड्राइंग्स मानक A-0 to A-3 साइज में डिजिटাইज्ड फॉर्म में सभी फीचर्स उचित अलग-अलग लेयर में मानक कंप्यूटर सॉफ्टवेयर जैसे ऑटो कैड (नवीनतम वर्जन) में तैयार की जानी चाहिये। सभी ड्राइंग के ब्लॉक रा.ज.वि.अ. के प्रारूप अनुसार और भार साधक अभियंता के निर्देशानुसार होंगे।
- IV. सभी सर्वे कंट्रोल स्थल उनकी पहचान क्रमांक एवं चिन्ह सहित मानचित्र पर दर्शाये जाने चाहिए।
- IV. ठेकेदार को सभी नक्शों की दो प्रतियाँ समीक्षा व अधीक्षण अभियंता के अनुमोदन हेतु जमा करनी होगी। अनुमोदनापरांत सभी निर्णायक (थपदंस) नक्शों के तीन प्रिन्ट, साथ में ओरिजिनल का एक सेट, अच्छी गुणवत्ता के पेपर पर जमा किये जायेंगे।

3.0 फील्ड डाटा एवं रिपोर्ट जमा करना:-

- I. ठेकेदार द्वारा सर्वेक्षण संबंधी सभी डाटा मूल रूप में चार सॉफ्ट प्रति (पेन ड्राईव में) .dwg, .shp & .Kml फॉर्मेट में और चार हार्ड प्रति में भार साधक अभियंता को जमा किया जायेगा।
- II. कार्य की प्रगति अनुसार समय समय पर सभी फील्ड डाटा रा.ज.वि.अ. को जमा करना होगा।
- III. फील्ड वर्क पूरा होने पर ड्राफ्ट रिपोर्ट की दो प्रतियाँ भार साधक अभियंता के पास जमा करनी होगी जिसकी समीक्षा व अनुमोदन अधीक्षण अभियंता द्वारा की जावेगी। रिपोर्ट में साइट का इंट्रोडक्शन, क्षेत्रों के सर्वेक्षण हेतु प्रयुक्त पद्धति, त्रुटियों की गणना बैचमार्क का स्थानांतरण, क्षेत्रों को जोड़ने की गणना लैटीट्यूड व लॉन्गिट्यूड सहित और सर्वेक्षण व रिपोर्ट तैयार करने से संबंधित अन्य गणनायें सर्वेक्षण एवं नक्शा बनाने के लिए, दी जानी चाहिये।
- IV. बी.एम./आर.सी.सी. पिलर के स्थान के अक्षांश/देशांश को मैप एवं अलग से लिस्ट में देगा।
- V. रा.ज.वि.अ. द्वारा ड्राफ्ट रिपोर्ट पर दिये गये सभी सुझाव/प्रेक्षण को रिपोर्ट में शामिल किये जाने के बाद 32 किमी लम्बे वैकल्पिक नहर सर्वेक्षण की अंतिम रिपोर्ट की चार प्रतियाँ कार्यालय में जमा की जानी चाहिए। अंतिम रिपोर्ट अच्छी गुणवत्ता वाले पेपर पर प्रिंट की हुई एवं अच्छी तरह से बाईंड की गई प्रस्तुत करने योग्य होनी चाहिए।

4.0 निरीक्षण:-

कार्य की प्रगति के दौरान और कार्य पूर्ण होने पर भारसाधक अभियंता की संतुष्टि तक कार्य के निरीक्षण के लिये ठेकेदार साइट पर व्यक्तियों, सामग्री और परिवहन के सभी इंतजाम करेगा। कार्य स्थल कैम्प अंतिम तौर पर छोड़ने से पूर्व ठेकेदार को अग्रिम रूप से सूचित करना होगा, ताकि कार्य के अंतिम रूप का निरीक्षण अधीक्षण अभियंता/उच्च प्राधिकारियों द्वारा किया जा सके। यह अंतिम भुगतान रिलीज करने के लिये कार्य स्वीकार्यता का एक अंग होगा।

5.0 संसाधनों को लगाना:-

- 5.1 ठेके के अंतर्गत कार्य क्षेत्र के लिये जैसा कि ऊपर विनिर्दिष्ट है, ठेकेदार को समुचित उपकरण प्रवृत्त करने होंगे ताकि कार्य शेड्यूल के अनुसार पूर्ण हो। निविदाकर्ता को लगाये जाने वाले उपकरणों का विवरण जमा करना चाहिये जो कि संलग्न परिशिष्ट-अ में ओनर (राजविअ) के अनुमोदनाधीन होगा।

नोट: लगाये जाने वाले उपकरणों के मिलान वाली सहायक सामग्री साइट पर उपलब्ध कराई जानी चाहिये। कार्य शेड्यूल से तारतम्य के लिये और भार साधक अभियंता के निर्देशों के अनुसार अतिरिक्त उपकरण, यदि आवश्यक हो, बिना अतिरिक्त कीमत के कार्य प्रवृत्त किये जायेंगे।

- 5.2 साइट पर कार्य का सम्पादन अनुभवी अभियंता या एक वरिष्ठ सर्वेक्षक की पूर्णकालीन देखभाल में किया जायेगा। अभियंता या वरिष्ठ सर्वेक्षक कार्य के प्रति जिम्मेदार होंगे और सर्वेक्षण टीमों के पारस्परिक सहयोग, कार्य की यथार्थ शुरुआत, कार्य में गति प्रदान करने व यथार्थता के लिये लगाये जाने वाले उपकरणों को तुरंत और सुनिश्चित रूप से पहचानने व सर्वेक्षण की पद्धति में

बदलाव में सक्षम होंगे और इस कार्य के अंतर्गत कवर की गई ट्रेवर्सिंग, ट्राइंगुलेशन, स्पॉट लेवल सर्वेक्षण कार्य की तकनीकों व सिद्धान्त से पूर्णतया परिचित होंगे ।

- 5.3 कार्य के पूर्ण, उचित और निरंतर सुपरविजन हेतु ठेकेदार को साइट पर योग्य एवं अनुभवी मैनपावर का आवश्यक दल कार्य में प्रवृत्त करना होगा । निविदाकर्ता को लगाये जाने वाले मैनपावर का विवरण जमा करना चाहिये जो कि राजविअ और जंगल विभाग की आवश्यकतानुसार अनुमोदनाधीन होगा ।
- 5.4 वास्तविक स्टाफ का विवरण कार्य की आवश्यकता के अनुरूप होगा ।

6.0 प्रगति प्रतिवेदन:-

- 6.1 ठेकेदार को बगैर शिथिलता के समय – समय पर प्रगति प्रतिवेदन भार साधक अभियंता को प्रस्तुत करनी होगी ।
- 6.2 ऐसे प्रतिवेदनों को जमा करना व राजविअ द्वारा इसकी समीक्षा को, ठेकेदार को इंगित समय शेड्यूल के अनुसार कार्य समय से पूर्ण करने की जिम्मेदारी से मुक्त किया जाना नहीं माना जायेगा ।

7.0 वृद्धि या संशोधन करना

स्थलाकृति सर्वेक्षण कार्य में यदि वृद्धि /संशोधनों की परिस्थिति पैदा होती है, तो राजविअ ठेकेदार को वृद्धि /संशोधनों से अवगत करायेगा । सूचित करने के बाद ये वृद्धि /संशोधन ठेके के अंतर्गत सभी कार्यों में शामिल करने होंगे ।

8.0 कार्य स्वामित्व

कार्य पूर्ण होने व सभी शेषों का अंतिम भुगतान होने के उपरांत सभी डाटा व गणनायें एवं ड्राइंग्स प्रतिवेदन सहित सर्वेक्षण कार्य राजविअ की संपत्ति होगी ।

9.0 मापन एवं भुगतान का आधार

I. ठेके का मूल्य

जैसा कि अनुबंध में इंगित है, निविदा के मूल्य का लगभग आंकलन सर्वेक्षण कार्य के क्षेत्रफल की दर से गुणा कर किया जायेगा ।

मूल्य समायोजन/अंतर – ठेकेदार द्वारा उल्लेखित किया गया मूल्य पूरे कार्य के दौरान अपरिवर्तित रहेगा तथा ठेके के दौरान कार्य को करते समय मजदूरों के मेहनताना, मशीनरी, सामग्री एवं पेट्रोलियम, तेल तथा लुब्रिकेंट आदि में होने वाला उतार-चढ़ाव भी ठेके में ही शामिल समझा जाना चाहिए ।

II. भुगतान का शेड्यूल

भुगतान निम्नलिखित शेड्यूल के हिसाब से किया जाएगा ।

Stages	Particulars	Terms of Payment
1.	After completion of 50% work of Topographical survey of alternate canal alignment.	35 % Contract Value
2.	After completion of 100% work of Topographical survey of alternate canal alignment.	35 % of Contract Value
3.	Submission of drawings, report, sets /in desired copies .etc/sets etc.	20% of Contract Value
4.	Release of balance amount after 3 months including security deposit.	Balance 10% of Contract Value

परिशिष्ट – अ

सर्वे – उपकरणों का विवरण

Description of the instruments	Make / Manufacturing company name	Year of manufacture	No. of such Instruments
Total Station			
DGPS			
Note: The Bidder may add lines to this table for providing information.			

Signature of Bidders

संविदा के सामान्य नियम व शर्तें

1. कार्य का संपादन निविदा दस्तावेज के अनुलग्नक-। में दिए गए तकनीकी विशिष्ट वर्णन व आवश्यकताओं के अनुसार किया जाएगा ।
2. लोकेशन : प्रस्तावित सर्वेक्षण कार्य की लोकेशन दर्शाता हुआ सूचक मानचित्र संलग्न किया जा रहा है । यद्यपि, सही लोकेशन साइट पर उपस्थित भार साधक अभियंता द्वारा दी जायेगी ।
3. निविदा से पूर्व, निविदाकर्ता कार्य स्थल का निरीक्षण करें और स्वयं को साइट की हालात, पहुंचने के रास्तों, जल की उपलब्धता, विद्युत आदि के बारे में जानकारी भलीभाँति प्राप्त कर लें ।
4. प्रत्येक स्तर पर संपूर्ण कार्य अधीक्षण अभियंता या उनके प्रतिनिधि के निरीक्षण के लिये खुले रहेंगे ।
5. **दर, मूल्य व भुगतान:-**
 - 5.1 उद्धृत दर सभी करें या करें की दर सहित होनी चाहिये और स्पष्टतया उल्लेखित होना चाहिये । दरें अंकों एवं शब्दों दोनों में अंकित होना चाहिए ।
 - 5.2 सर्वेक्षण कार्य की दरें प्लॉटिंग कार्य, ड्राइंग के डिजिटाइजेशन एवं प्रतिवेदन सहित होंगी ।
 - 5.3 संपूर्ण कार्य समझौता दरों पर ही संपादित किया जाना है ।
 - 5.4 संपूर्ण कार्य संपादन के दौरान बिडर्स द्वारा उद्धृत दरें अपरिवर्तित रहेंगी और यह माना जाएगा कि कार्य के लिये आवश्यक मजदूरी, उपकरणों, सामग्री इत्यादि की कीमतों में होने वाले उतार-चढ़ाव समाहित कर लिए गए हैं ।
 - 5.5 इकाई मूल्य मात्रा अनुसूची में दिखाई गई इकाई के लिये ही दिया जाना चाहिये ।
 - 5.6 कोई अग्रिम भुगतान नहीं किया जायेगा ।
 - 5.7 बिल में से नियमानुसार आयकर स्रोत पर काटा जायेगा ।
 - 5.8 केन्द्र/राज्य सरकार की वर्तमान मार्गदर्शिका के अनुसार उल्लेखित कार्य के लिए लागू अन्य कर को भी देयक में से काटा जाएगा ।
 - 5.9 कार्य संतोषजनक पूर्ण होने पर 90 प्रतिशत भुगतान ठेकेदार को रनिंग बिल के माध्यम से अदायगी की जायेगी और शेष 10 प्रतिशत राशि जमानत निधि के रूप में रखी जायेगी एवं कार्य पूर्ण होने के 3 माह उपरांत मुक्त की जायेगी ।
 - 5.10 रनिंग बिल पूर्ण किये गये कार्य/भारसाधक अभियंता या उसके प्रतिनिधि द्वारा वास्तविक मापन के आधार पर एन्टरटेन किये जायेंगे ।
 - 5.11 **विलम्ब दण्ड:** कार्य अनुबंधित समय के अंतर्गत पूरा करना होगा । कार्य में प्रत्येक पखवाड़े के विलम्ब पर पूरी राशि के 1.5 प्रतिशत की दर से इन्फ्लेमेटल विलम्ब दण्ड की कटौती की जायेगी, अर्थात् पहले एक पखवाड़े की देरी पर पूरी राशि का 1.5 प्रतिशत विलम्ब दण्ड, दूसरे पखवाड़े के विलम्ब के लिए पूरी राशि का 3 प्रतिशत और आगे इसी प्रकार से। अधिकतम विलम्ब दण्ड की राशि, निविदा राशि का 10 प्रतिशत होगी ।
 - 5.12 अनुबंधित समय के दौरान सर्वेक्षण कार्य पूर्ण करने में विलम्बता की आशंका पर ठेकेदार को कम से कम 2 सप्ताह पहले अग्रिम सूचना देनी होगी और पर्याप्त वैध आधार पर समुचित समय वृद्धि के लिए निवेदन करना होगा । समय वृद्धि दो सप्ताह से अधिक नहीं होगी ।
 - 5.13 कार्य संपादन के दौरान वर्षा या अन्य किसी प्राकृतिक आपदा से हुई किसी क्षति के लिये ठेकेदार को कोई भुगतान नहीं किया जायेगा और ना ही ऐसे किसी दावे पर विचार किया जायेगा ।
 - 5.14 मशीनों, उपकरणों की लामबन्दी के लिये ठेकेदार को कोई भुगतान नहीं किया जायेगा ।
6. निविदा दस्तावेज में किसी भी प्रकार का सुधार/कटिंग निविदाकर्ता द्वारा हस्ताक्षरित होनी चाहिये ।
7. ठेकेदार द्वारा सर्वेक्षण कार्य हेतु तैनात किए गए व्यक्तियों के कार्य के दौरान घायल अथवा जनहानि होने पर रा.ज.वि.अ. इसके लिए किसी भी प्रकार से उत्तरदायी नहीं होगा ।
8. निविदा प्रपत्र के अंग्रेजी एवं हिन्दी रूपान्तरण में जहाँ भी अन्तर या संदेह प्रतीत होता है उस दशा में अंग्रेजी रूपान्तरण को सही माना जाए ।

अधिशाली अभियंता

संविदा के विशेष नियम व शर्तें

ठेके की सामान्य नियम व शर्तों के अतिरिक्त निम्न विशेष नियम व शर्तें भी निविदा दस्तावेज/ठेके का हिस्सा होंगी और दोनों पक्षों पर बाध्यकारी होंगी। जहाँ भी "विशेष नियम व शर्तें" के किसी परिच्छेद में सामान्य शर्तों से विरोधाभास हो, वहाँ 'विशेष नियम व शर्तें' के परिच्छेद को सामान्य नियम व शर्तों के ऊपर प्रभावी माना जाएगा।

1. **वृक्ष व पौधों के संरक्षण पर जोर:** ठेकेदार को वृक्ष व पौधों को नष्ट होने से रोकने के लिये सभी आवश्यक एहतियात बरतने होंगे। ठेकेदार को यह भी सुनिश्चित करना होगा कि उसका कोई भी कर्मचारी या परिवार का सदस्य परियोजना क्षेत्र में कोई भी वृक्ष न काटे। ऐसा करने पर ठेकेदार को उसके कर्मचारियों या उनके परिवारीजनों के कृत्य के लिये जिम्मेदार माना जाएगा।
2. **कर्मचारियों को ईंधन उपलब्ध कराना:** ठेके की अवधि के दौरान ठेके के अंतर्गत कार्य पर तैनात प्रत्येक कर्मचारी की दैनिक आवश्यकताओं के लिए निःशुल्क ईंधन उपलब्ध कराना ठेकेदार को सुनिश्चित करना होगा।
3. **स्थानीय मजदूरों को रोजगार:** ठेकेदार को स्थानीय क्षेत्र के अकुशल, अर्द्धकुशल/कुशल मजदूरों और कर्मचारियों को रोजगार में वरीयता देनी होगी। ठेकेदार सभी भारतीय श्रम कानूनों व अधिनियमों के प्रति बाध्यकारी होगा।
4. **प्राकृतिक जल स्रोत:** प्रभारी इंजीनियर के पूर्व अनुमोदन के बगैर ठेकेदार किसी भी ड्रेनेज लाइन को अवरोधित/नुकसान नहीं पहुंचाएगा।
5. **कानून एवं व्यवस्था:** ठेकेदार उपयुक्त/अनुकूल हालात/माहौल मुहैया करायेगा और कार्य संपादन के दौरान कानून एवं व्यवस्था कायम रखेगा।
6. **सुरक्षा संहिता:** ठेकेदार प्रासंगिक भारतीय मानक संहिताओं (चालू संस्करण) के प्रावधानों का पालन करेगा और किसी भी चूक के लिए जिम्मेदार होगा।
7. **चिन्ह:** साइट पर काम करने वालों और उधर से गुजरने वालों की सुरक्षा के लिये आवश्यक सुरक्षा चिन्हों को स्थापित करने व उनकी देखभाल की जिम्मेदारी ठेकेदार की होगी।
8. **सुरक्षा निर्देशिका के पालन करने के दायित्व के बावजूद/बाद भी ठेकेदार का ध्यान विशेषकर निम्न आवश्यकताओं की ओर आकृष्ट किया जाता है:-**
 - अ) कर्मचारियों के इलाज के लिये स्वयं के खर्च पर एक प्राथमिक चिकित्सा स्टेशन उपलब्ध कराने, उसके संचालन और देखभाल की जिम्मेदारी ठेकेदार की होगी।
 - ब) आकस्मिक चिकित्सा में गंभीर मरीज को स्थायी अस्पताल या अन्य किसी चिकित्सा केन्द्र तक ले जाना शामिल होगा।
9. **पहुँच सड़क:** जनसामान्य और परिवहन के मौजूदा पहुँच रास्ते हर समय खुले/चालू रखने होंगे।
10. **साइट बहाली:** अधिशासी अभियंता उच्च प्राधिकारियों की संतुष्टता तक कार्य पूर्ण होने के उपरांत ठेकेदार को सभी उपकरण, सामग्री, अस्थाई सुविधावशेष, कचरा, मलबा और अतिरिक्त खुदी हुई मिट्टी सार्वजनिक रास्तों, सड़कों और धारा व नालियों से हटानी होंगी और सभी जगहों को अधिशासी अभियंता/उच्च प्राधिकारियों या उनके प्रतिनिधि की संतुष्टि अनुसार समुचित हालात में बहाल करना होगा।
11. निविदाकार/ठेकेदार को ऐसे वैधानिक नियमों, अधिनियमों, जो कि मध्य प्रदेश राज्य में लागू हों, का भली-भाँति ख्याल रखना होगा। इस हेतु क्षतिपूर्ति ठेकेदार को करनी होगी एवं विभाग को इन जिम्मेदारियों से अलग रखना होगा।
12. निविदाकार/ठेकेदार को यह सुनिश्चित कर लेना चाहिये कि कार्य संपादन के दौरान कार्य क्षेत्र के समीप में स्थित निवासी/संरचनायें विधित न हों। ठेकेदार की लापरवाही के कारण यदि कोई हानि होती है तो वित्तीय, प्रत्यक्ष रूप से एवं कानूनी रूप से यह उसकी जिम्मेदारी होगी।
13. ठेकेदार को पीने के लिये आवश्यक पानी और बिजली की व्यवस्था भी स्वयं करनी होगी।
14. जब तक लिखित प्रस्ताव न रखा जाए और दोनों पक्ष सहमत न हों, ठेके के किसी खण्ड, नियम व शर्तों में कोई संशोधन या परिवर्तन नहीं होगा। संशोधन/परिवर्तन, किये जाने की तिथि से प्रभावी होंगे, जब तक अन्यथा पर सहमति न हो।
15. इस ठेके के संपादन की व्याख्या में यदि कोई मतभेद/विवाद उत्पन्न हो, यह पारस्परिक सामंजस्य द्वारा हल किए जायेंगे अन्यथा इन्हें मुख्य अभियंता (उत्तर), राजविअ, लखनऊ को भेजा जायेगा, जिनका निर्णय अंतिम और दोनों पक्षों पर बाध्यकारी होगा।

अधिशासी अभियंता

अनुबन्ध

यह अनुबन्ध दिनांक 2019 को एक पक्ष अधीक्षण अभियंता, अन्वेषण वृत्त, राष्ट्रीय जल विकास अभिकरण, 12 साडा भवन, द्वितीय तल, सिटी सेन्टर, ग्वालियर -474011 मध्य प्रदेश और दूसरा पक्ष (शहर.....) के (ठेकेदार का नाम.....) (भविष्य में "ठेकेदार") के मध्य हुआ ।

जहां कि ठेकेदार केन-बेतवा लिंक परियोजना के अंतर्गत प्रस्तावित 32 कि०मी० लम्बी वैकल्पिक नहर के संरेखण के क्षेत्र का टोटल स्टेशन /डी.जी.पी.एस. व अन्य आधुनिक तकनीक का उपयोग करके टोपोग्राफिकल सर्वेक्षण कार्य किया जाना एवं जमीन पर BM / RCC पिलर स्थापित करने के कार्य का इच्छुक है और ठेकेदार के द्वारा कथित कार्य रुपये..... (भविष्य में "ठेके का मूल्य") में करने की निविदा मंजूर हुई है ।

अनुबन्ध निम्नानुसार है:-

1. इस अनुबन्ध में शब्द व भावों के अर्थ वही होंगे जो कि उनके लिये परस्पर संदर्भित ठेके की शर्तों में निर्धारित किये गये हैं ।
2. निम्न दस्तावेज इस अनुबन्ध के हिस्से के रूप में पढ़े एवं मान्य किये जायेंगे ।
 - क) बिडर द्वारा जमा निविदा व मूल्य अनुसूची ।
 - ख) निविदा आमंत्रण के समय जारी किया गया निविदा दस्तावेज ।
 - ग) कार्य आवंटन का ठेकेदार का नोटीफिकेशन ।
 - घ) सहमत व स्वीकृत परिशिष्ट ।
 - ड) सभी जारी संशोधन ।
3. राष्ट्रीय जल विकास अभिकरण द्वारा ठेकेदार, जैसा कि आगे उल्लेखित है, को किये जाने वाले भुगतान के संबंध में ठेकेदार एतद् द्वारा ठेके के प्रावधानानुसार हर तरह की अनुकूलता में कमी का समाधान उपलब्ध कराना स्वीकार करता है ।

ऊपर लिखे गए दिन एवं वर्ष में संबंधित पक्षों द्वारा उनके नियमानुसार साक्षी के समक्ष अनुबंध किया गया है ।

.....
द्वारा मुहर सहित हस्ताक्षर कर प्रस्तुत किया गया ।
(कृते राष्ट्रीय जल विकास अभिकरण)

.....
की उपस्थिति में.

.....
द्वारा मुहर सहित हस्ताक्षर कर प्रस्तुत किया गया ।
(कृते ठेकेदार)

.....
की उपस्थिति में.

INTEGRITY PACT

To,

.....

.....

.....

Ref: NIT No: NWDA/ID/JHS/T-1(A)/2019-20/01

Date. 24.05.2019

Sub : Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I and area falling in Chhatarpur and Tikamgarh district of Madhya Pradesh.

Dear Sir,

It is here by declared that NWDA is committed to follow the principle of transparency, equity and competitiveness in public department.

The subject Notice Inviting of Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NWDA.

Yours faithfully

Executive Engineer
NWDA,ID, Jhansi

INTEGRITY PACT (Undertaking by Bidder)

To,

Executive Engineer
Investigation Division NWDA,
A-3/6, Betwa River Board Campus,
Nandanpura, Jhansi(UP)

Ref: NIT No : NWDA/ID/JHS/T-1(A)/2019-20/01 dated- 24.05.2019

Sub: Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I and area falling in Chhatarpur and Tikamgarh district of Madhya Pradesh.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of NWDA.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20.....

BETWEEN

DG, NWDA represented through the Executive Engineer NWDA, ID, A-3/6, Betwa River Board Campus, Nandanpura, Jhansi(UP),Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
Through..... (Hereinafter to as the
(Details of duly authorized signatory)
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender NIT No : NWDA/ID/JHS/T-1(A)/2019-20/01 dated- 24.05.2019

(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Topographical survey of 32 km long alternate canal alignment area approximately 1760 ha under Ken Betwa link project by using latest survey instruments i.e. Total Station / DGPS and preparation of topographical maps showing contours at 0.50m intervals, villages, roads, railway, existing canal system, water bodies, forest area and all important topographical features are provide in 4 soft copies & 4 hard copies after approval of competent authority. Alternate alignment is a component under Ken-Betwa link project Phase-I and area falling in Chhatarpur and Tikamgarh district of Madhya Pradesh.

hereinafter referred to as the "Contact".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations', economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, Therefore, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

Article 1: Commitment of the Principal/Owner

- 3) The Principal /Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:
- d) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- e) The Principal/Owner will, during the Tender process treat all bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- f) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 4) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 5) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 6) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - e) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - f) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - g) The Bidder(S)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/Contract(s) will not use improperly, (for the propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business details, including information contained or transmitted electronically.
 - h) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives of India, if any. Similarly Bidder(s)/Contractor(s) of India Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender on behalf of one manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 7) The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 8) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justify interest of other and/or to influence the procurement process to the detriment of the Government interest.**

- 5) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any right that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right.

- 4) If the Bidder/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 5) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determine the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 6) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code IPC/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same law enforcing agencies for further investigation.

Article 4: Transgression

- 4) The Bidder declares that no previous transgressions occurred in the last **7 years** with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 5) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealing/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 6) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own direction, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidder(s)/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidder(s) and Contractors.
- 3) The Principal/Owner will disqualify Bidder(s), who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidder(s), till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharge/determined by the Competent Authority, NWDA.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreements / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

Place:

Date:

