

Cost of Tender/ Bid Document Rs 10,000/-

**GOVERNMENT OF JAMMU & KASHMIR
J&K STATE POWER DEVELOPMENT CORPORATION.**

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TENDER/ BID DOCUMENT

FOR

**TOPOGRAPHICAL SURVEY
FOR
PERSPECTIVE PLANNING AND ACQUISITION OF LAND AND PROPERTY
FOR THE CONSTRUCTION OF
690 MW RATLE PROJECT
IN
DISTRICT KISHTWAR
J&K STATE**

This document is to be signed and stamped and submitted back in original to the Procurer.	
Tender/ Bid Sr. No	
Issued to	
Dated	
Signature & Stamp of the CE Office	
This Tender/ Bid Document contains	

Tender/ Bid Number:

ISSUED BY:

**CHIEF ENGINEER
CI&D WING PDC
18 C/C GANDHI NAGAR, JAMMU
JANUARY, 2010**

**GOVERNMENT OF JAMMU & KASHMIR,
J&K STATE POWER DEVELOPMENT CORPORATION
OFFICE OF THE CHIEF ENGINEER
CI&D WING JAMMU
18 C/C GANDHI NAGAR, JAMMU
PHONE/ FAX: 0191-2432435.**

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**NOTICE INVITING TENDER/ BIDS (BIDS)
NIT No.:- of 2010
Dated: 20-JAN-2010**

1. For and on behalf of the Managing Director, J&K State Power Development Corporation (J&KSPDC), sealed Tender/ Bids/ bids affixed with revenue stamps for a value of Rs. 10.00 (Rupees Ten only) are hereby invited from eligible bidders for below noted work.

NAME OF WORK	TOPOGRAPHICAL SURVEY FOR PERSPECTIVE PLANNING AND ACQUISITION OF LAND AND PROPERTY FOR THE CONSTRUCTION OF "690 MW HEP RATLE" IN DISTRICT KISHTWAR, J&K STATE.
TIME FOR COMPLETION	60 DAYS
ESTIMATED COST	RS.25.00 LACS
EARNEST MONEY DEPOSIT/ BID SECURITY	RS. 50,000.00 IN THE FORM OF CDR/ CROSSED BANK DRAFT/UNCONDITIONAL & IRREVOCABLE BANK GUARANTEE FROM ANY NATIONALIZED BANK IN FAVOUR OF CHIEF ENGINEER, CI&D WING, J&KSPDC JAMMU VALID FOR 45 DAYS

2. ELIGIBILITY CRITERIA:

A. ESSENTIAL TO MEET:

- I. The bidder should be reputed Consultancy Company/ firm registered under Companies Act 1956/ Contractor/ Agency registered with Central/ State Government for conducting of survey investigations for infrastructure projects/ hydroelectric projects/ irrigation projects with an experience of minimum of 07 years.
 - Bidders are required to submit copies of the contract allotment letters/ completion certificates/ performance certificates awarded to them which establish that they have been in the business of survey investigations for the last 07 years.
- II. The bidder company/ firm/ contractor should have average annual turnover of Rs. 120.00 lac or achieved an financial turnover of Rs. 10.00 lac per month, based on the audited and certified balance sheets for the last three years i.e. 2006-07, 2007-08 and 2008-09.
- III. The bidder should have successfully/ satisfactorily executed/ completed at least one similar topographical survey assignment/ contract of value equal to or exceeding Rs. 20.00 lac with a completion period of 60 days or less and where the completion period of assignment/ contract is more than 60 days, the bidder must have achieved a financial progress equal to or exceeding Rs. 10.00 lac /month. (Financial progress per month being equal to the total cost of completion of the assignment/ contract divided by the period of completion in months) in any one of the last seven years.
- IV. The bidder must possess at minimum 10 no total station machines, 5 no DGPS and have

- i. Equipment with licensed software for obtaining digital elevation model (DEM).
 - ii. Licensed software for Auto Cad Map/ Auto Plotter software with ability to process the satellite imagery.
- V. The bidder should have on regular roll for more than three years at least 3 persons with graduate/ post graduate degrees in relevant field, well versed with use of modern equipment and modern techniques of survey, who, shall necessarily be required to be deployed on the survey work.
 - VI. The bidder must also be in position to provide the services of a GIS Expert for value addition to information gathered from surveys and investigations. A CV of the proposed expert with the undertaking that the bidder would have the access to his expertise must be furnished along with the bid.
 - VII. The bidder company/ firm/ contractor/ agency would be required to furnish audited and certified balance sheets for the last three years, i.e. 2006-07, 2007-08 and 2008-09 in support of his qualifications/ claims/ credentials as required above and also provide the copy of his PAN CARD.
3. Similar work shall mean the survey work for a Hydro Electric/ Irrigation/ Canal Project only for Government Development / PSU in which the bidder must have participated as the principal Contractor.
 4. Completion/ Performance Certificates/ Certificates issued by officers of rank not less than that of the Executive Engineer or equivalent only shall be considered.
 5. Detailed Bid/ Tender/ Bid documents can be had from the office of the Chief Engineer, CI&D Wing, J&KSPDC, Jammu for a price of Rs. 10,000.00 (Rs. Ten Thousand Only) in the form a non refundable demand draft drawn in favour of the Chief Engineer, CI&D Wing, J&KSPDC, Jammu and payable at Jammu. Alternatively, the bid document can be downloaded from the official website of J&K SPDC www.jkspdc.nic.in and cost of bid document, Rs. 10,000.00 (Rupees Ten Thousand Only) furnished along with the bid in the form a non refundable demand draft drawn in favour of the Chief Engineer, CI&D Wing, J&KSPDC, Jammu payable at Jammu.
 6. The important dates are:

DATE & PLACE OF SALE FOR THE BID DOCUMENT	24-01-2010 TO 03-02-2010 FROM THE OFFICE OF THE CHIEF ENGINEER, CI&D WING, J&KSPDC, 18 C-C GANDHI NAGAR, JAMMU-180004
DATE OF SUBMISSION OF BIDS	05-02-2010 UP TO 2.00 PM AT THE OFFICE OF THE CHIEF ENGINEER, CI&D WING, J&KSPDC, 18 C-C GANDHI NAGAR, JAMMU-180004
DATE & VANUE OF OPENING OF TENDER/ BID	05-02-2010 UP AT 2.30 PM AT THE OFFICE OF THE CHIEF ENGINEER, CI&D WING, J&KSPDC, 18 C-C GANDHI NAGAR, JAMMU-180004
START OF WORK	WITHIN 7 DAYS OF ISSUANCE OF ALLOTMENT LETTER / LETTER OF INTENT.

7. Bids/Tender/ Bids received after the due date and time shall not be entertained.

8. Bids/ Tender/ Bids shall be submitted using one drop two envelope system. Envelope I shall contain only the BID GUARANTEE/ EMD, the non refundable demand draft in lieu of the cost of bid document, if the document has been downloaded from the web and the other documents which establish the eligibility of the bidder and meet the other requirement as set out under clause 2 herein above.
9. Envelope II shall contain the price bid in the form of the duly filled, sealed and signed copy of the bid document as issued by the office of the Chief Engineer, CI & D Wing, J&KSPDC, Jammu or downloaded from the web only. Conditional Tender/ Bids shall be summarily rejected.
10. Tender/ Bids not accompanied with BID GUARANTEE/ EMD shall be summarily rejected.
11. J&K SPDC reserve the right to accept/ reject any Tender/ Bid or annul the Tender/ Bidding process either in part or full without assigning any reason thereof at any stage of the bidding process.

**No:-CI & D/525-III/
DATED: 20-01-2010**

**CHIEF ENGINEER
CI&D WING J&KSPDC
JAMMU**

Copy to the:-

1. Managing Director J&KSPDC, Ashok Nagar, Satwari Jammu for his kind information please.
2. Director, NIC with request to kindly upload the document, soft copy of which already stands sent by e-mail to NIC on the address: support-jk@nic.in.
3. Private Secretary to Principal Secretary, Power Development Department, Government of Jammu & Kashmir, Civil Secretariate, Jammu for the kind information of the Principal Secretary, PDD .
4. Executive Engineer I/C Ratle HEP for information and necessary action.
5. Shri G C Parihar, Consultant for information and further necessary action please.

UNDERTAKING

TO BE FURNISHED BY THE BIDDER ALONG WITH THE TENDER/ BID

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

We agree to keep the Tender/ Bid open for Forty Five (45) days from the date of opening of Tender/ Bid (Price Tender/ Bid) thereof and not to make any modifications in its term and conditions.

The Earnest Money Deposit (EMD), as required under the terms and conditions of the NIT, has been furnished herein along with the Tender/ Bid/ bid in the form of a CDR (Call Deposit Receipt)/ Unconditional & Irrevocable Bank Guarantee/ Fixed Deposit Receipt/ Bank Draft drawn/ pledged in favour of the indenting officer of the J&K SPDC and issued by a nationalized bank/ scheduled bank payable at Jammu.

If I/we fail to furnish the prescribed Contract Performance Guarantee (CPG) within prescribed period, I/we agree that the Indenting/ Designated Officer of the J&K SPDC shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and further if I/we fail to commence the work as specified as per the timelines specified in the NIT, I/we agree that the Indenting/ Designated Officer or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely.

Further, I/we agree that in case of forfeiture of both the Earnest Money Deposit and the Contract Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-Tender/ Bidding process of the work.

I/we hereby declare that I/we shall treat the Tender/ Bid 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

BID DATA SHEET

State: J&K

Organization: J&KSPDC

Officer Inviting Tender/ Bid & Issuing General Directions

Chief Engineer, CI&D Wing JKSPDC
Jammu

Description of work

Topographical Survey for perspective planning and acquisition of land and property for the construction of 690 MW Ratle HEP in District Kishtwar J&K

- Tender/ Bid Details and Instructions to Bidders As per Part A
- General Conditions of Contract As per Part B
- Special Conditions of Contract As per Part C
- Scope of Requirements As per Part D
- Commercial Tender/ Bid As per Part E
- Dates As per NIT

Part A: GENERAL INSTRUCTIONS TO BIDDERS

A-1: GENERAL:

Before submitting the Tender/ Bid the Bidder must ensure that it has understood the exact requirement of the Procurer (J&KSPDC). In case of any discrepancy or ambiguity felt by the Bidder in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing or by email by the Bidder and get the same clarified from the Procurer. Last date for receipt for queries/ questions shall be two days before the close of sale of the Tender/ Bid documents. In case no such clarifications are sought/ queries are raised by the Bidder, it will be construed that all the requirements of the Procurer are understood by the Bidder and no communications will then be entertained or done by the Procurer at any stage of work after the opening of the Tender/ Bids.

A-2: TENDER/ BID DOCUMENTS.

1. **EMD:** Earnest Money Deposit/ Bid Guarantee shall be furnished only in the prescribed form of a crossed Bank Draft/ FDR/ Unconditional & Irrevocable Bank Guarantee issued by any nationalized/ scheduled Bank in favour of Chief Engineer, CI&D Wing JKSPDC Jammu payable at Jammu.
2. EMD of the unsuccessful Bidders shall be returned in original after finalization of the contract with the successful Bidder. EMD of the successful Bidder shall be return after submission of the performance security.
3. EMD submitted by a Bidder shall stand forfeited in case the Bidder withdraws the Tender/ Bid before the finalization of the Tender/ Bid evaluation or for not entering into the contract.
2. The contents of the Tender/ Biding documents as listed below shall be read in conjunction with any addenda issued. All the components of the Tender/ Bids shall be considered as a single Tender/ Bid document.

Part A	Tender/ Bid Details and Instructions
Part B	General Conditions Of Contract
Part C	Special Condition of Contract
Part D	Scope of Requirements
Part E	Commercial Tender/ Bid

A-3: TENDER/ BIDDING PROCESS.

1. This is a single Tender/ Bid process. This Tender/ Bid document in original along with EMD and documents for the qualification criteria shall be submitted in original in sealed envelopes as described below at the same time. The documents are to be arranged strictly in the order indicated. The Tender/ Bid document must be signed and stamped by the Director/Authorized Signatory of the firm/ company/ agency. In case the documents have been signed by a person other than the authorized signatory empowered to do so under the by-laws of the Company/ Firm, the Power of Attorney on behalf of the Authorized Signatory must be included in the Tender/ Bid.
 - a. Earnest money in shape and form prescribed for the instrument, cost of bid document in the shape and form of a crossed non refundable demand draft for

Rs. 10,000.00 (Rupees Ten Thousand Only) in favour of the Chief Engineer, CI & D Wing, Jammu payable at Jammu (applicable in case the document has been downloaded from the Web) and all the documents which establish the eligibility of the Bidder in terms of requirements prescribed for participation in the bid should be placed in a sealed envelope super-scribed as **“TECHNICAL BID”** for the **Topographical Survey for perspective planning and acquisition of land and property for the 690 MW HEP Ratle in District Kishtwar, J&K State.**

- b. The documents submitted by the Bidder under the Technical Bid must be arranged strictly in the following order:
- Undertaking by the Bidder.
 - Earnest Money Deposit.
 - Cost of bid document, if applicable.
 - Technical Details clarifying the eligibility criteria.
 - Bidder Organization Details: The Bidder should attach the details of the firm, year of incorporation, List of Directors, Address, Tel. Nos., Authorization Certificates.
 - Turnover Details: The Bidder should attach Balance Sheet and profit/loss statement of last three years along with Income Tax Returns or CA Certificate.
 - Bidder Experience Details: The Bidder should attach certificates from the clients suitably clarifying to fulfill the qualifying criteria. The Experience Certificates should indicate the value of the work and should be issued by an authority not below the rank of Executive Engineer.
 - Bidder manpower Details: The Bidder should attach list of key personnel qualifications and experience.
 - Equipments availability with the Bidder : The Bidder should attach list of hardwares, softwares and instruments, Photogrammetric Systems, GPS Instruments, Levelling Instruments, licensed softwares of Digital Photogrammetry and 2-D Feature Extraction required for the job/assignment and available with the Company with ownership documents/lease documents.
 - Work Plan: The Bidder should attach the working methodology, time frame, manpower deployment, sub contractor details to carry out the assignment.
 - Team composition: The Bidder should submit the details of the professional team that will carry out the work.

All documents submitted under the Technical Bid must be signed, stamped, serial numbered and securely tagged.

- c. Tender/ Bid document as issued by Chief Engineer CI&D Wing JKSPDC Jammu duly filled up with quoted price and other details, signed and stamped by Bidder on every page shall placed in the envelope super scribed as the **“PRICE BID”** for **Topographical Survey for perspective planning and acquisition of land and property for the 690 MW HEP Ratle in District Kishtwar, J&K State.**
- d. The envelope super scribed as **“PRICE BID”** shall contain only the tender the Tender/ Bid document issued by the Chief Engineer, CI & D Wing, Jammu duly filled in, signed and stamped. No other document shall be placed in this envelope.
- e. Both the envelopes containing the TECHNICAL BID AND the PRICE BID shall be placed inside a third sealed envelope super scribed as **“TENDER/ BID FOR TOPOGRAPHICAL SURVEY FOR PERSPECTIVE PLANNING AND**

ACQUISITION OF LAND AND PROPERTY FOR THE 690 MW HEP RATLE IN DISTRICT KISHTWAR, J&K STATE.

2. Procurer has the right to accept or reject any or all the Tender/ Bids, or cancel the Tender/ Bidding process, either in part or full, without assigning any reason.
3. The procurer can alter schedule of requirements to any extent at any time during the Tender/ Bidding process or up to 25% at the execution stage of work.
4. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the Bidder may lead to rejection of the Tender/ Bid at any stage of the work and may lead to permanent blacklisting for all future J&KSPDC works/ purchases with other legal actions.
5. The Bidders are expected to understand the forms, terms, specifications GOI Tax structure and other details mentioned in the Tender/ Bid document.
6. Each Bidder is entitled to submit only set of Tender/ Bid consisting of Technical Tender/ Bid and Price Tender/ Bid.
7. The Tender/ Bid document is non transferable. The cost of the Tender/ Bid document is to be paid in the shape and form of a non-refundable demand draft in favour of the Chief Engineer, CI & D Wing, Jammu.
8. At any time prior to the deadline for submission of Tender/ Bid, the procurer, for any reason, whether at its own initiative or in response to any inquiry may modify the scope of work, estimated cost or any condition of the Tender/ Bids.
9. The agreement with the successful qualified Bidder shall be as described in Part B.
10. It is assumed that the Bidder shall quote the rates keeping in mind all the terms and conditions mentioned in this document.
11. The rates quoted in this Tender/ Bid shall be hold good for 45 days beyond the date of submission.
12. The valid/ acceptable means of communications for this Tender/ Bid shall be in writing/ through email, mail or fax.
13. It is in the interest of the Bidders to acquaint themselves with the site conditions and requirements of the work before submitting the Tender/ Bid. The Bidders may inspect Ratle project site at their own cost on any working day during the submission period.

A-4: EVALUATION OF TENDER/ BIDS

- a. All the items and services mentioned in the Tender/ Bid should be quoted by the Bidder.
- b. Tender/ Bids offering only a part of the solution shall be considered as conditional and unresponsive and will be rejected.
- c. The bidders should specifically note that they are not expected to stipulate any condition in their Tender/ Bid and further, if any such condition is included in the Tender/ Bid, such Tender/ Bids are liable to be out rightly rejected treating the same as a conditional Tender/ Bid.

- d. The evaluation of bids/ tenders shall be made in two stages.
- e. In the first stage envelopes containing only the TECHNICAL BIDS shall be opened and responsiveness of the bidders viz. a viz, the eligibility criteria and other requirements specified in the bid document determined.
- f. The Bids submitted by those bidders who fail to qualify/ meet the eligibility criteria and the other requirements specified in the Bid Document shall not be eligible for consideration in the 2nd stage of evaluation in which the Price Bids submitted by those Bidders who are found to have met the eligibility criteria and other requirements specified in the Bid Document only shall be opened and taken up for financial evaluation.
- g. While the earnest money submitted by the Bidders, who fail to qualify for 2nd stage of evaluation shall be released after the financial evaluation is over, unopened price bid documents shall not be returned to the unsuccessful bidders and these documents shall continue to be the property of J&KSPDC.
- h. The Tender/ Bids with Defective EMD shall be summarily rejected and their Tender/ Bids shall be returned on the spot.
- i. Tender/ Bid fulfilling all the technical conditions and commercially suitable shall be selected. The whole work shall be awarded to only one suitable Bidder.

A-5: AWARD OF WORK.

1. The notification of award of work to the successful Bidder shall constitute the formation of Contract. The successful Bidders shall sign for the contract form given by the Procurer within 2 days of notification of award.
2. For the purpose of this Tender/ Bid the Contract Document with the successful Bidder shall comprise of NIT, Tender/ Bid Detail (Part A to Part E) and all Correspondences during the Tender/ Bidding process.
3. The **CONTRACT PERFORMANCE GUARANTEE/ SECURITY** shall be @ 5%of the awarded amount/ value and shall be submitted in the form of Crossed Demand Draft/ Unconditional/ Unconditional Irrevocable Bank Guarantee/ FDR/CDR as per the format given by the Procurer favouring the Chief Engineer, CI&D Wing JKSPDC Jammu payable at Jammu at the time of signing of contract.
4. Security Deposit/ Retention Money @ 5% of each running bill would be deducted from each bill/ IPC. No interest shall be payable on the money retained as security deposit.
5. Mobilization advance 20% of Contract Price shall be advanced against an unconditional & irrevocable bank guarantee for such amount valid for completion period plus 28 days.
6. The mobilization advance shall be recovered on pro-rata basis from the running bills/ IPC's.

Part B: GENERAL CONDITIONS OF CONTRACT

B-1: DEFINITIONS AND INTERPRETATIONS.

- **Assignment/ Job** means the work to be performed by the Contractor pursuant to the Contract to produce and deliver the required works and deliverables as specified in this Tender/ Bid Document.
- **Contract** means the agreement reached by the Procurer and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract. For interpretations the contract shall be construed in totality.
- **Contract Price:** The cost of Products and Services identified in the Contractor proposal are included in the Contract Price in their entirety. This will include such additions/deductions made under variation order.
- **Contractor** is the agency of the successful Bidder with whom the Procurer enters into a contract for the work detailed in this document.
- **Day** means calendar day.
- **Engineer-in-charge** is the authorized representative of the Procurer (Chief Engineer CI&D Wing JKSPDC Jammu) to manage the work progress, work quality and performance of this contract.
- **Employer mean** J&KSPDC who have invited the bids and with which the selected Bidder signs the Contract for carrying out the jobs as per the terms and conditions and TOR of the contract.
- **Execution Period** is the period during which the Contractor is liable to provide all work to the entire satisfaction of the Engineer-in-charge.
- **Government** means the Government of J&K
- **Non-Responsive Tender/ Bid** Any Tender/ Bid not meeting all the requirements mentioned in the Tender/ Bid document.
- **Notices** shall be deemed to include any approvals, consents, instructions, certificates and clarifications to be given under this contract.
- **Procurer** is the Jammu & Kashmir State Power Development Corporation.
- **Project specific Information** means such part of the instructions to Contractor, used to reflect specific project and assignment conditions.
- **Personnel** means professionals and support staff provided by the Contractor or by any sub-contractor assigned to perform the Jobs/Assignments.

- **Bidder** means any eligible firm participating in this Tender/ Bid process.
- **Terms of Reference (TOR)** means the document which explains the objectives, scope of work, activities, tasks to be performed, time frame and scheduling of job, respective responsibilities of the Employer and the Contractor, and expected results and deliverables of the Assignment/job.

B-2: SCOPE OF THE WORK.

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

B-3: DOCUMENTS OF CONTRACT.

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

B-4: INTERPRETATIONS

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

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

Heading: The headings and clauses shall be interpreted as A 1.1 a (i) where A is the part of the document, 1.1 may be the main heading and a (i) will be the sub heading.

B-5: CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable for indemnifying the Procurer from all demands or responsibilities arising from accidents of loss of life, the cause of which is the **Contractor's** negligence. The **Contractor** will not hold the Procurer responsible or obligated.
- b. The Contractor is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Contractor is obliged to work closely with the Procurer and act within its own authority, and abide by directives that are consistent with the terms of the Contract. The Contractor is responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor.

B-6: PROCURERS RESPONSIBILITIES

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

B-7: COMMENCEMENT AND OPERATION

The **Contractor** shall commence the work as specified in the time of completion stipulated in NIT of work.

B-8: PROGRAMME OF WORK

- a. Immediately after signing of the contract the Contractor shall designate a representative who will work closely with the Engineer-in-charge for the execution of the work.
- b. The Contractor's representative is obliged to work closely with the Engineer-in-charge and abide by the directives issued to him that are consistent with the terms of the contract. The Contractor's representative will be responsible for managing the activities of its personnel.

B-9: CONFIDENTIALITY

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

B-11: CARE OF THE PROPERTY.

The contractor shall be responsible for the care of the equipment and departmental property entrusted by the employer to carry out the work. The contractor shall also be responsible for any loss or damage to the system caused by the contractor or its sub-contractors in the

course of work. The Procurer will have the right to make good the losses by adjusting the same in the monies due to the Contractor.

B-12: LOSS OF PROPERTY.

The contractor shall indemnify and hold harmless the Procurer and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss/damage to the property, loss to the system not yet accepted operationally. Page | 14

B-13: FORCE MAJURES.

- i. For purposes of this clause, "Force Majeure" will mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the procurer in its sovereign capacity, wars or revolutions, fires, heavy rainfall, floods, epidemics, quarantine restrictions and freight embargoes.
- ii. If a Force Majeure situation arises, the Contractor shall promptly notify the Procurer in writing of such condition and the cause thereof. Unless otherwise directed by the Procurer in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- iii. If any event of Force Majeure, continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for products already delivered or services already performed.
- iv. No claim or increased costs be entertained attributable to the Force Majeure's.

B-14: CONTRACT PRICE.

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

B-15: TERMS OF PAYMENT.

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

B-16: TAXES AND DUTIES

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

B-17: ADVANCES.

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Mobilization advance- 20% of the Contract price shall be payable under the contract against unconditional & irrevocable bank guarantee for such amount valid for completion period plus twenty eight days.

B-18 : VARIATIONS, ALTERATIONS AND DEVIATIONS.

All variations, alteration or deviations shall be duly authorized by the Procurer and payable as claims.

B-19: EXTRA ITEMS.

The extra items specifically mentioned as extra work initially in the contract document or any other work not specified but required to be done as a part of this work shall be executed by the contractor as extra items. The rates for all these items of work shall be mutually decided at the prevalent market rates. All such items shall be billed separately. Provisional payments may be made and actual balance payments shall be presented by the Contractor in the form of claims.

B- 20: CLAIMS

All the balance payments for the varied or extra items of works as above shall be settled separately as claims and payable in the final bill.

B-21: RELEASE OF CLAIMS.

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

B-22: OBSERVANCE OF LAW

- a. The contract shall be construed and operated under laws prevalent in state of **J&K**.
- b. **The parties to the contract shall protect and indemnify each other against all** claims or liabilities arising from the action of violation of all such laws.
- c. Contractor shall observe all the labour and mercantile laws related to this work and indemnify the Procurer in all respects for any consequences of the violation/ lapses of the labour laws.

B-23: TERMINATION OF CONTRACT

A. FOR PROCURER'S CONVENIENCE

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

B. FOR CONTRACTOR'S DEFAULT

- a. The Procurer without prejudice to any other rights or remedies it may possess may terminate the contract.
 - i. If the Contractor becomes bankrupt or insolvent
 - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor has defied at least two previous instructions of the Engineer-in-charge regarding quality of service.
 - iv. If the Contractor neglects its obligations under this contract.
 - v. If the Contractor has furnished any false document.
- b. The Procurer may without prejudice to any other right, issue a notice for termination of the contract on the recommendations of Engineer-in-charge stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work for 14 calendar days may be sufficient grounds for termination of the contract by the Procurer.

C. TERMINATION BY CONTRACTOR

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

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

D. ON EVERY TERMINATION

- a. The Contractor shall cease further and remove all equipments and personnel from the Procurer's premises.
- b. The Contractor shall handover all the parts of the system.
- c. The Procurer can complete the work by itself or by employing any third party.
- d. Under such circumstances, only the contract price properly attributable to the part of work duly valued by the Engineer-in-charge shall be payable by the Procurer to the Contractor. However, if the sum the Contractor is entitled to be paid plus the reasonable cost incurred by the Procurer in completing the system, exceed the attributed contract price, the Contractor shall be liable to pay the excess. And if such excess is less, the Procurer shall pay the balance only to the Contractor.

B-24: SUSPENSION OF WORK

The work shall be deemed to have been suspended if

- a. It is provided for in the Contract.

- b. Necessary for the project execution of work as decided by the Engineer in-charge.
- c. The contractor shall not be entitled for any extra payment for the period of suspension of work. If the suspension of work continues for more than 14 days, the Procurer may, at his discretion, terminate the contract as provided in this contract.

B-25: LIQUIDATED DAMAGES

- a. Penalty for Delay in Start: If the Contractor fails to start any or all of the works or to perform the services within the period(s) specified in this Contract, the Procurer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price a sum of Rupees Ten Thousand per day of delay, as Penalty.
- b. In case of non-performance of this contract by the contractor a PENALTY OF Rs. Ten Thousand per day of the delay shall be deducted from any monies due and payable to the contractor with the maximum liquidated damages up to ten percent of the initial Contract Value and beyond that the contract is liable to be terminated in addition to forfeiture of the Performance Security.
- c. Notwithstanding the provisions of Tender/ Bid document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

B-26: NOTICES

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

B-27: DISPUTES

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

B-28: SETTLEMENT OF DISPUTES

The settlement of all the disputes of any kind arising out of this contract shall be settled first through mutually agreed settlement & only after non-settlement/dissatisfaction, the Arbitrator shall be appointed by J&KSPDC as per J&K Arbitration & Conciliation Act 1997.

B-29: SUBCONTRACTING OF THE WORK

- a. The sub-contracting of the entire project is not allowed. Further, the Contractor will be solely responsible for the whole work and all of the conditions of the project, even if the work is sub-contracted in any part. The Contractor shall be responsible for all acts, faults or neglects of the Sub-Contractor just as fully as if these were the acts, faults or neglects of the Contractor himself.

- b. The Contractor shall not sub-contract any part of the project without the prior written consent of the Procurer. Before commencement of sub contract, the Contractor shall furnish to Employer in writing the name of Sub-Contractor, together with details as to the extent and part of the work to be done under the subcontract.

PART C : SPECIAL CONDITIONS OF CONTRACT

C-1: SCOPE OF CONTRACT, TIME FRAME

SCOPE OF CONTRACT:

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- Target areas mentioned specified in the NIT herein, for Topographical and other types of Survey/ Services are only tentative and indicative for the specific location of HEP Ratle and may be subject to decrease or increase to suit the actual requirement at site.
- Actual extent of areas to be surveyed would be as decided during the joint visit of the Successful Bidder and the Procurer to the site of Work.
- Successful Bidder would also have to assist the Procurer in obtaining and processing the the satellite imagery to be obtained from the NRSA, Hyderabad, for any extent of area in District Kishtwar for which the Successful Bidder shall be allowed/ paid fixed overhead charges @ 15% of the cost of imagery which shall be borne by Procurer.
- Successful Bidder may be required to provide similar/ identical services for other proposed hydro electric projects in the District Kishtwar, at the allotted rates but the award of such additional work would be subject to mutual agreement/ convenience.

TIME FRAME:

- Time of completion of 60 days indicated in the NIT herein, irrespective of any increase in areas to be surveyed is specific and final for HEP Ratle. All works pertaining to HEP Ratle have to be completed within a period of 60 days from the date of award of work and since time is the essence of the contract, failure to achieve the targets for HEP Ratle would lead to imposition of damages as per B-25.
- Providing of similar/ identical services for sites/ locations/ projects other HEP Ratle would require grant additional time of completion as per mutual agreement.

C-2: HARDWARE/SOFTWARE/INSTRUMENTS

The contractor will have to provide the required hardware and software and suitable trained manpower for carrying out the task. The arrangements of the boarding and lodging of the staff shall be made by the contractor. The transportation of man and material shall be borne by the contractor. The contractor must visit the site and be aware of the site conditions before quoting.

C-3: PROGRESS REPORT

The Contractor will be required to submit the details progress of all the activities Gantt Track Mode (preferably using MS Project).

C-4: REVIEW MEETINGS

The Contractor will be required to attend regular meetings at their own cost with CE CID Wing Jammu JKSPDC or Procurer at Jammu at a time interval to be agreed upon to discuss matters relevant to the project and to monitor progress.

C-5: FINAL ACCEPTANCE OF DELIVERABLES

- A satisfactory completion or inspection certificate to conform to the Technical Specifications laid down in the Tender/ Bid Document will be issued by the Procurer.
- The Procurer will check any product delivered by the Contractor for positional and height accuracy, consistency, edge adjustment and completeness before Final Acceptance. Engineer-in-Charge's decision regarding the quality of work and its acceptability shall be final and binding on the contractors.

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C-6: PAYMENT SCHEDULE

- a. 20% advance payment against unconditional & irrevocable bank Guarantee.
- b. Payments shall be made only on item rate basis.
- c. Payment shall be made after delivery of the output under running bills on measurements on item rate basis.
- d. Retention Money/ Security Deposit shall be deducted as indicated in this document.
- e. Contract Performance Guarantee will be released only after expiry of warranty period of all the deliverables.

C-7: WARRANTY PERIOD

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

C-8: PROPERTY RIGHTS

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

PART D : SCOPE OF REQUIREMENTS

D-1: PURPOSE OF THE WORK

The purpose of the proposed work is to have topographical survey of 690 MW Ratle H.E Project in Distt. Kishtwar of J&K State. This work is to help the designers and planners to have a complete view of the topography of the Project Area.

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D-2: SCOPE OF WORK

Task 1	Topographical Survey (Reservoir countour map) up to 1040.00 masl on both banks of River Chenab (Scale 1:5000) and contour interval of 2.5 mtr to 5.0 mtr including property survey, kind and title of land and extent of property.	Sqkm	10.00
Task 2.	Topographical Survey (Contour plan) D/S of Dam Axis & up to confluence of Kalnai Nallah & Chenab River near Thatthri up to 1040.00 masl on both banks of River Chenab (Scale 1:5000) and contour interval of 2.5 mtr to 5.0 mtr.	Sqkm	03.50
Task 3.	Topographical Survey-Cadastral (Contour/ Detailed Grid Plan) of proposed office complex/ Residential colony along with muck dumping area including property survey, kind and title of land and extent of property. (Scale 1:2500) with C.I. of 0.50mtr.	Sqkm	01.00
Task 4.	Topographical Survey-Cadastral (Grid Plan) of existing Drab Shalla Township and adjoining land (Scale 1:2500).	Sqkm	04.00
Task 5.	Topographical Survey (Grid Plan) of Quarry sites on left and right bank of Kalnai Nallah including property survey, kind and title of land and extent of property (Scale 1:5000).	Sqkm	0.05 on left side 0.50 on right side

D-3: DETAILS OF DELIVERABLES

- a. Ground Survey Record: Complete field records pertaining to Ground Survey for validation.
- b. Horizontal and Vertical Control Record
 1. Observation data of GPS control in RINEX format and the Data log sheets maintained in the field containing – the antenna heights, instrument specific information required for processing, date and time of observation, responsibility, description of GPS observation station.
 2. The processing report of GPS observations indicating the accuracies achieved in baseline processing and network adjustments.
 3. The observation and processing/computation records pertaining to Total Station survey carried out for Horizontal Control.
 4. The observation and processing/computation records pertaining to Spirit Level Survey, carried out for Vertical Control.
 5. List of GCP points showing final co-ordinates.
 6. All Quality Control Records.

D-4: SPECIFICATION OF WORK

- a. Topography Survey: The specification of the work shall as per Annexure 1. The survey area shall be as marked on the map sheet attached at Annexure 3.
- b. The mapping features shall cover:
 1. State Boundaries and any other administrative boundaries.
 2. Physical features like high tension lines, electrical poles, telephone poles, lamp poles and any other private/unauthorized utility poles with their routing network.
 3. Water/Sewerage/Oil/Gas Pipe Lines and any other utilities with diameter and material of the pipeline if there on site, road alignment etc.
 4. Trees – while surveying the trees, care has to be taken to classify the trees according to its girth.
 5. Buildings – indication the type of buildings (shops or houses, industry, road, retaining wall, river training work, bridges and culverts and any other structures), Right of Way, boundary if available at site.
 6. Approach road details on either side of the road with Special emphasis on all religious places- temples, temple mast, mosque, church; its locations, boundary lines and clear – dimensions of compound walls and entrances.
 7. Water features such as drains, river course etc. shall be mapped in particular the existing river Bed Mapping of activities on the project site, adjoining river stream and road alignment with respect to land use, mining activity, industrial discharge, waste disposal, any other encumbrances.
- c. The specifications for the contour lines shall be: Contour lines shall be generated in color and every fifth contour line shall be an index contour and shall be distinguished using a heavier line style for easy identification. Symbol Library of SOI may be referred for their depiction. Digital contour lines passing over buildings, trees and other artificial structures above ground shall not be broken. Contours generated shall be without pits, spikes and popcorns (very small tops). Contours shall be edited for proper registration with streams, after the streams have been captured.
- d. Reference pillars and bench marks: Contractor shall establish permanent reference pillars/steel plate fixing. Contractor shall construct, carefully maintain and protect all benchmarks and reference points. The specifications of the work shall be as per Annexure I.
- e. Contractor shall carryout further work by taking accurate reference from these benchmarks.
- f. A minimum of 25 reference bench marks shall be required.

PART E : PRICE TENDER/ BID

E-1: SPECIAL INSTRUCTIONS TO THE BIDDERS FOR FILLING UP RATES:

- a. All prices should be in Indian Rupee.
- b. In case of discrepancy between unit price and total, the unit price shall prevail. In case of discrepancy between sub totals and the total, the subtotal shall prevail.
- c. The Bidder must quote total output price inclusive of all taxes etc. No additional charges on any account shall be payable by the Procurer on account of the duties, taxes, transportation, packing, boarding, lodging, insurance etc.
- d. Care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in Totaling of unit rates, the unit rates shall prevail.
- e. Prices for each item shall be furnished in the **proper format only** as per the summary of the cost details given at next page and no sub-heading's shall be allowed. Any correction, overwriting etc. should be countersigned.
- f. No deviation in the payment terms mentioned above is permissible in the Tender/ Bid. If a Bidder does not explicitly agree with the payment terms mentioned above, the Tender/ Bid shall be rejected as non-responsiveness.
- g. The Bidder should quote for all the items mentioned in the schedule of requirement. The Tender/ Bids not quoting for all the items are liable to be rejected.
- h. The quoted rates shall remain valid for the complete operation time of the work.
- i. Abnormally High or Abnormally low rates shall be summarily rejected.

E-2: COST DETAILS

TASK NO.	ITEM	UNIT	APPRX. QTY	UNIT RATE (RS)	AMOUNT IN RS. LAKHS
Task 1	Topographical Survey (Reservoir contour map) up to 1040.00 masl on both banks of River Chenab (Scale 1:5000) and contour level of 2.5 mtr. to 5.0 mtr including property survey, kind and title of land and extent of property.	Sqkm	10.00		
Task 2.	Topographical Survey (Contour plan) D/S of Dam Axis & up to confluence of Kalnai Nallah & Chenab River near Thathri upto 1040.00 masl on both banks of River Chenab (Scale 1:5000) and C.I 2.5 Mtr. To 5.0 Mtr.	Sqkm	03.50		

Task 3.	Topographical Survey-Cadastral (Contour/ detailed grid plan) of proposed office complex/ residential colony along with muck dumping area including property survey, kind and title of land and extent of property. (Scale 1:2500) with contour interval of 0.50 mtr.	Sqkm	01.00		
Task 4.	Topographical Survey Cadastral (Grid Plan) of existing Drab Shalla Township and adjoining land (Scale 1:2500)	Sqkm	04.00		
Task 5.	Topographical Survey (Grid Plan) of Quarry sites on left and right bank of Kalnai Nallah including property survey, kind and title of land and extent of property (Scale 1:5000).	Sqkm	0.05 sqm on left side & 0.50 sqm on right side		
	Total				
	Total in words				

DECLARATION BY THE BIDDER

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

SIGNATURE OF BIDDER

OFFICE SEAL

1. Authorized Signatory

2. Name of the Bidder

3. Address

4. Phone No:

5. Fax No:

6. e-mail Address

FOR J&K SPDC

FOR BIDDER