

राष्ट्रीय जल विकास अभिकरण
जल शक्ति मंत्रालय, भारत सरकार
(जल संसाधन, नदी विकास और गंगा संरक्षण विभाग)
National Water Development Agency
Ministry of Jal Shakti, Government of India
(Department of Water Resources, River Development and Ganga Rejuvenation)



**Tender Document for
Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of
Ken-Betwa Link Project**

NIT No: NWDA/ID/Lko/9/34/2024/Tech./03/ 170-77

Date: 14.02.2025

Key Events and Dates	
Date and time from which tender document is available for downloading online	15.02.205 (11:00 hrs)
Last date and time for downloading tender document	10.03.2025 (12:00 hrs)
Last date and time for receipt of tender document ONLINE	10.03.2025 (15:00 hrs)
Date and time for opening tender ONLINE (Technical bids)	10.03.2025 (15:30 hrs)
Officer Inviting Tender	Executive Engineer, Investigation Division, National Water Development Agency, Lucknow- 226016
Price for tender document	NIL

February-2025

Certified that this Tender Document contains 48 pages including this page

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14.02.2025

Executive Engineer

Investigation Division

National Water Development Agency

A-1222, India Nagar, Lucknow (U.P)-226016

Ph. No. 0522-2340643,4580641

Email- eeidlko-nwda@nic.in, eenwdalko@gmail.com

**Office of the Executive Engineer,
Investigation Division,
National Water Development Agency (NWDA),
Lucknow**

TENDER DOCUMENT

Name of the work: Geotechnical Investigations (Drilling) work at proposed Banda Barrage
across Ken River of Ken-Betwa Link Project.

NIT No: NWDA/ID/Lko/9/34/2024/Tech./03/ 170-77

Date:14.02.2025

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National Water Development Agency
Ministry of Jal Shakti, Government of India
(Department of Water Resources, River Development and Ganga Rejuvenation)

NIT No: NWDA/ID/Lko/9/34/2024/Tech./03/170-77

Date: 14.02.2025

DETAILED NOTIFICATION

Sealed item rate bids are invited on behalf of the Director General, National Water Development Agency (NWDA) in two bids (Technical & Financial Bid) system by the Executive Engineer, Investigation Division, National Water Development Agency, Lucknow (UP) from the reputed and eligible contractors, agencies of Central/ State Government, Government Undertakings, MSME/MSE etc for “**Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of Ken-Betwa Link Project.**”

Name of Work:	Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of Ken-Betwa Link Project.
1. Estimated Cost of the work	Rs. 51.00 Lakh
2. Earnest Money Deposit (EMD)	Rs. 1.02 Lakh (MSE bidders (for similar work category) may attach signed “Bid Security Declaration” in place of EMD)
3. Performance Guarantee	i. 3% of the tendered/accepted value of work. ii. If the price quoted by bidder is less than 75 % of the estimated cost of tender, then additional 10% of the difference between the price quoted by bidder and 75% of the Estimated cost.
4. Time allowed for carrying out the work	45 days from the date of signing of Contract Agreement
5. Price of tender document	NIL
6. Date and time from which tender document is available for downloading online	15.02.2025 (11:00 hrs)
7. Last date for download of tender form	10.03.2025 (12:00 hrs)
8. Last date for receipt of tenders online	10.03.2025 (15:00 hrs)
9. Date of opening tenders (Technical bids)	10.03.2025 (15:30 hrs)

Tender documents must be downloaded from the Government e-Market (GeM) Portal of Government of India i.e. <https://gem.gov.in> and can be submitted **ONLINE** on GeM Portal (<https://gem.gov.in>) only, by the bidder.

Tender should be submitted by the bidder along with EMD. MSE bidder should submit signed “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organisation or the concerned Ministry or Department or startups as recognised by Department of Industrial Policy and Promotion are exempted from submitting the Earnest Money Deposit. The exemption and relaxation in EMD are subject to the validity and acceptance of their registration certificate on the date of opening of tender.

NWDA reserves the right to reject any or all tenders without assigning any reason. Also, the item and quantity of survey work may vary at the time of award of work or later on during the execution of awarded work.


14.02.2025
Executive Engineer
ID, NWDA, Lucknow

**Office of the Executive Engineer,
Investigation Division,
National Water Development Agency,
Lucknow**

NIT No: NWDA/ID/Lko/9/34/2024/Tech./03/ 170-77

Date: 14.02.2025

NOTICE INVITING e-TENDER

Name of the work: Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of Ken- Betwa Link Project.

Bids are invited on behalf of Director General of NWDA in two separate envelopes for **Technical Bid & Financial Bid** from the reputed and eligible contractors, Agencies of Central/ State Government, Government Undertakings, MSME/MSE etc., having sufficient past experience of such type of work upto 15:00 hrs on 10.03.2025 for the work of Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of Ken-Betwa Link Project.

Name of Work:	Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of Ken-Betwa Link Project.
1.Estimated Cost of the work	Rs. 51.00 Lakh
2.Earnest Money Deposit (EMD)	Rs. 1.02 (MSE bidders (for similar work category) may attach signed "Bid Security Declaration" in place of EMD)
3.Performance Guarantee	i. 3% of the tendered/accepted value of work. ii. If the price quoted by tenderer is less than 75 % of the estimated cost of tender, then additional 10% of the difference between the price quoted by tenderer and 75% of the Estimated cost.
4.Time allowed for carrying out the work	45 days from the date of Signing of Contract Agreement
5.Price of tender document	NIL
6.Date and time from which tender document is available for downloading online	15.02.2025 (11:00 hrs)
7.Last date for download of tender form	10.03.2025 (12:00 hrs)
8.Last date for receipt of tenders	10.03.2025 (15:00 hrs)
9.Date of opening tenders (Technical bids)	10.03.2025 (15:30 hrs)

1. Bid Submission

- i. Tender can be downloaded from GeM portal (<https://gem.gov.in>). Bidder(s) are advised to visit GeM portal (<https://gem.gov.in>) as well as NWDA's official website (www.nwda.gov.in) regularly for updates / amendments / corrigendum etc., if any. The updates / corrigendum / addendum shall be followed upto submission of tender and it will be the part of tender.
- ii. Bids can be submitted through **ONLINE** only, on GeM Portal (<https://gem.gov.in>) on or before 15:00 hrs on 10.03.2025.
- iii. The bids will be opened **ONLINE** at the date mentioned in the Notice Inviting e-Tender (NIT), in the presence of the bidders, who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of the Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow (U.P.)-226016.
- iv. The EMD (Earnest Money Deposit) shall be submitted in sealed envelope. Envelope shall be superscribed as "EMD (Earnest Money Deposit)" for Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken river of Ken-Betwa Link Project and shall be submitted in the office of the Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow (U.P.)-226016. Email- eeidlko-nwda@nic.in on or before 10.03.2025 up to 15:00 hrs positively. **Technical and Financial Bid shall never be submitted offline.**

- v. NWDA reserves the right to reject any or all tenders. Also, the item and quantity of survey work may vary at the time of award of work or later on during the execution of awarded work.
- vi. The bidder shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with NWDA.
- vii. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance, will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- viii. Intending Bidders are advised to visit the above-mentioned websites regularly till closing date of submission to keep them updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
- ix. The Tenderer shall submit **Earnest Money Deposit (EMD) Rs. 102000/- (One lakh two thousand only)** in the form of a Demand draft drawn on a Nationalized/Scheduled bank in favor of **EXECUTIVE ENGINEER NATIONAL WATER DEVELOPMENT AGENCY, LUCKNOW GRANT-IN-AID GENERAL A/C** payable at Lucknow. The EMD should be enclosed in a separate cover and not placed in the technical bids. Tenders not accompanied by EMD/BSD shall be summarily rejected.
- x. Bids will be opened **ONLINE** as per date/time mentioned in the Tender Key Events and Date Sheet. Date and time of Financial Bid opening will be intimated later.
- xi. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. **Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e., Name of the Banker & Current Solvency (i.e., the Solvency certificate shall be dated after the date of publication of Tender) from the Banker for a sum of at least 60% (Rs.30.60 lakhs) of the estimated cost of work from any Nationalized /Scheduled Bank.**

2. Eligibility Criteria

Essential Qualification Criteria that Firms should fulfill includes:

- i. Should be a registered firm / agency having worked for NWDA, CWC, Railways, CPWD, PSU or any other Govt. department for similar work.
- ii. **The firm should have satisfactorily executed/completed similar works, during the last Seven years ending previous day of last date of submission of bids.** Similar works shall mean the drilling works for a Hydroelectric/Multipurpose/Irrigation/Canal Project/infra structure project for a Government Department/PSU as Principal contractor. The agency/firm should confirm to anyone of the following Criteria-
 - (a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost.
 - OR
 - (b) Two similar completed works, each costing not least that amount equal to 60% of the estimated cost.
 - OR
 - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Only completed work accompanied with satisfactory completion certificate wherein value of completed work and period of work is mentioned, shall be considered.

Copy of Work Orders and corresponding Completion Certificates (clearly indicating the scope of work and technology used) issued by the Tender Accepting / Executing Authority of such work(s) shall be appended otherwise such works, for which Completion Certificates is not available with TECHNICAL bid, will not be considered for evaluation purpose.

- iii. Should have sufficient experienced Professionals, Engineers / Operators with at least 4 Key Personnel with necessary qualification and experience in the drilling work who will be deployed on the work.
- iv. The bidder should have minimum 4 nos. of Hydraulically operated core drilling machine /rigs with other drilling tools and accessories.

- v. Possession of functional equipment/machines should possess documentary evidence of ownership and advanced latest equipment & accessories required to complete the assignment.
- vi. Yearly financial turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023 – 24 duly certified by Chartered Accountant has to be submitted.
 - (a) The bidder should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years (2019 – 20 to 2023 – 24). Certificate shall be duly audited and Attested by the Chartered Accountant.
 - (b) **Turnover:** Average annual financial turnover should be at least 60% of the estimated cost of work during the immediate last 3 consecutive financial years (2021 – 22 to 2023 – 24). This should be duly audited by the Chartered Accountant doing Statutory Audit.
 - (c) The bidder should have Solvency of at least 60% of the estimated cost.
- vii. **Joint venture/consortium as well as sub-contracting is not allowed.**
- viii. The Bidder should not be blacklisted / debarred from participating in tender floated by any State/Central Govt. agencies/PSU. An undertaking on company's letterhead should be submitted for the same.
- ix. The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- x. The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above in office of Executive Engineer, Investigation Division, NWDA, Lucknow or other NWDA offices. **An undertaking on firm's letterhead shall be submitted for the same.**
- xi. The Bidder shall also intimate the names of persons who are presently working with him/her and are near relatives to Gazetted officers in any NWDA office and Ministry of Jal Shakti, Dept. of Water Resources, RD&GR. Any breach of this condition on the part of the Bidder would render him/her liable to be disqualified for the award of work.

Note: Proof must be attached for all the above qualification criteria. Any statement with regard to above qualification criteria without proof will be considered invalid and agency will be disqualified on that ground. Agencies fulfilling all the above criteria only will be shortlisted technically in technical evaluation.

3. Verification of Details: Executive Engineer, Investigation Division, National Water Development Agency, Lucknow reserves the right to verify the particulars furnished by the Bidder independently. If any information furnished by the Bidder is found to be incorrect at any stage, his/her Earnest Money/Performance Guarantee/Security Deposit shall be forfeited and he/she shall be debarred from bidding for the works of NWDA in future.

4. Agreement: Agreement shall be drawn with the successful bidder on prescribed Form No CPWD- 8. The bidder shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.

5. Period of Contract: The duration of the Contract shall be 45 days from the date of signing of agreement, it can be revised or extended depending upon the exigency of work.

6. Availability of Work Place: The workplace would be the proposed Banda Barrage across Ken river of Ken-Betwa Link Project under Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow.

7. Visit to Work Place: Bidders are encouraged to inspect and examine the workplace and its surroundings and satisfy / apprise themselves as to the nature of the work as well as terrain and local conditions, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A bidder shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding/mishappening or otherwise shall be allowed.

8. The Bidder shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his/her personnel and all other services required for executing the work at his/her own cost unless it is specifically mentioned in the contract documents

9. Acceptance of Tender: The Competent Authority, for and on behalf of Director General, NWDA, does not bind himself/herself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received

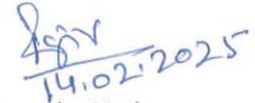
without assigning any reason. Competent Authority also reserves the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the quoted rate.

10. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

11. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Bidder who resorts to canvassing is liable to rejection.

12. Signing of Contract Agreement: The successful Bidder/Contractor on acceptance of his/her tender by the Competent Authority shall deposit 3% of accepted value/bid value as performance guarantee in the form of Demand Draft issued by Nationalized/Scheduled Bank within 7 days from the date of issue of letter of acceptance and if the price quoted by bidder is less than 75 % of the estimated cost of tender then additional performance guarantee of 10% of the difference between the price quoted by bidder and 75% of the estimated cost shall also be deposited. **Upon receipt of hard copy of instrument of performance guarantee, the letter of award shall be issued. The agreement shall be signed between NWDA and successful bidder within 7 days of issue of letter of Award/work order.**

13. The 'Notice Inviting Tender', with all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto will form the part of contract.

A handwritten signature in blue ink, followed by the date '14.02.2025' written below it.

Executive Engineer,
ID, NWDA, Lucknow

Copy to:

1. PPS to the Director General, NWDA, New Delhi
2. The Chief Engineer (HQ), NWDA, New Delhi.
3. The Chief Engineer (North), NWDA, Lucknow.
4. Director (Finance), NWDA, New Delhi
5. Director MDU, NWDA, New Delhi for uploading on NWDA website.
6. The Superintending Engineer (N), NWDA, New Delhi.
7. Account Branch, Investigation Division, NWDA, Lucknow
8. Notice Board/Government e-Market (GeM) Portal of Government of India

TENDER ACCEPTANCE FORM
(To be submitted on company letter head)

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

We agree to keep the tender valid for **90 (Ninety) days** from the date of opening of tender (Technical Bid) and not to make any modifications in its terms and conditions.

A sum of **Rs. 102000.00** (Rs. One lakh two thousand only) as Earnest Money Deposit or BSD as the case may be is hereby enclosed with the tender in the shape of Demand Draft of a Nationalized/Scheduled bank duly pledged/BSD in favor of the Executive Engineer, Investigation Division, National Water Development Agency, Lucknow. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said Executive Engineer, Investigation Division, National Water Development Agency, Lucknow or his/her successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/we fail to commence the work as specified, I/we agree that Executive Engineer, Investigation Division, National Water Development Agency, Lucknow or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. Further, I/we agree that in case of forfeiture of both EMD and Performance Security as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

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

Dated:

Signature of Bidder with Seal

Postal Address:

e-TENDER DATA SHEET

ORGANIZATION	National Water Development Agency (NWDA)
REGION	Chief Engineer (N), NWDA, Lucknow
DIVISION	Investigation Division, NWDA, Lucknow
Officer inviting e-tender	Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow
Description of Work	Geotechnical Investigations (Drilling) work at proposed Banda Barrage across Ken River of Ken-Betwa Link Project.
Schedule of Dates	As per NIT
PART-I	
Technical Bid	
Tender Details and Instructions to Bidder(s)	As per Part A
General Conditions of Contract	As per Part B
Special Conditions of Contract	As per Part C
Description of Work	As per Part D
Additional Conditions of Contract	As per Part E
PART-II	
Financial Bid	As per Part F

e-TENDER KEY EVENTS SHEET

1	Tender inviting authority Designation /Address	Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow (U.P.) -226016 Telephone No.: 0522-2340643 E-mail : eeidlko-nwda@nic.in , eenwdalko@gmail.com
2	Mode of submission of Tender	Online only, on GeM portal
3	Addressee and address at which document to be submitted in hard copy	Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow (U.P.) -226016
4	Job requirement	As per tender document
5	Language in which items to be printed	English
6	Validity of tender	90 days after the date of opening of technical bid
7	Issuance of tender	Tender can be accessed at 15.02.2025 (11:00 hrs) to 10.03.2025 (upto 12:00 hrs) from the NWDA website www.nwda.gov.in and Government e-Market (GeM) Portal of Government of India i.e. https://gem.gov.in
8	Cost of the Tender	NIL
9	Last date and Time for submission of online tender	10.03.2025 on 15.00 hrs
10	EMD amount payable	Rs. 102000.00 (Rs. One lakh two thousand) only
11	Date, Time and place of tender opening event	The Technical bid of the tender will be opened in O/o the Executive Engineer, Investigation Division, NWDA, Lucknow on 10.03.2025 at 15:30 hrs in presence of the Bidders who wish to see the opening of tender (on their own cost) or through their authorized representative who may choose to attend. The time of opening of financial bids will be intimated later.
12	Performance Guarantee	The successful bidders will have to deposit an amount equal to 3% of tendered and accepted value of work as a performance Guarantee within 7 days from the date of issue of acceptance letter and if the price quoted by bidder is less than 75 % of the estimated cost of tender then additional performance guarantee of 10% of the difference between the price quoted by bidder and 75% of the estimated cost, shall also be deposited. In case, the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the acceptance would be treated as null and void.
13	Security Deposit	5% of the billed amount would be deducted from every running bill and final bill towards the security deposit until the security deposit reaches an amount equal to 5% of the tendered and accepted value of the work. Earnest money/Performance guarantee would be adjusted towards security deposit of the successful Bidder. Security deposit shall be refunded after expiry of warranty period.

PART A: TENDER DETAILS AND INSTRUCTIONS TO BIDDER(S)

A-1. General

Before submitting the tender, the Bidder must ensure that he has understood the exact requirement of the Employer. 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. In case no such clarification required by the Bidder, it will be construed that all the requirements of the employer are understood by the Bidder and no communications will be entertained or done by the employer at any stage of work after the opening of the Tenders.

A-2. Tender Documents

1. The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addendum issued. All the components of the tenders shall be considered as a single tender document:

Part A: Tender Details and Instructions to Bidder(s)

Part B: General Conditions of Contract

Part C: Special Conditions of Contract

Part D: Description of Work/Scope of Work

Part E: Additional Conditions of Contract

Part F: Financial Bid

Earnest Money Deposit (EMD): EMD amounting to **Rs. 102000/-**(Rupees One lakh two thousand) only shall be deposited only in the form of Demand Draft issued by Nationalized/Scheduled Bank in favour of **EXECUTIVE ENGINEER NATIONAL WATER DEVELOPMENT AGENCY, LUCKNOW GRANT-IN-AID GENERAL A/C** payable at Union Bank of India, Indira Nagar, Lucknow. **However, MSE bidders (for similar work category) may attach signed "Bid Security Declaration" in place of EMD.** The earnest money, if any, of unsuccessful bidders will be refunded within 30 days from the date of issue of letter of acceptance to the successful bidder. No interest shall be payable on the EMD.

EMD of the successful Bidder shall be treated as part of security deposit. EMD of a Bidder can be forfeited in case of withdrawal of tender before the finalization of the tender evaluation or for not entering into the contract.

2. Tender documents must be downloaded only from the Government e-Market (GeM) Portal of Government of India i.e. <https://gem.gov.in> and can be submitted ONLINE on GeM Portal (<https://gem.gov.in>) only by the bidder upto 15.00 hrs on 10.03.2025. The bidder shall have to register with <https://gem.gov.in> to participate in this tender.
3. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum/addendum/amendment.
4. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the Bidder(s) of both parties liable to rejection at any stage.

A-3. Essential Qualification Criteria that the firms should fulfill includes:

- a. Should be a registered firm/agency having worked for NWDA, CWC, Railways, CPWD, PSU or any other Govt. department for similar work.
- b. **The firm should have satisfactorily executed/completed similar works, during the last (7) seven years ending previous day of last date of submission of bids.** Similar works shall mean the drilling works for a Hydroelectric/Multipurpose/Irrigation/Canal Project/ Infra structure Project for a Government Department/PSU as Principal contractor. The agency/firm should conform to any one of the following criteria-
 - (i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. OR
 - (ii) Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost. OR
 - (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Copy of Work Orders/ Corresponding Completion Certificates issued by the Tender Accepting/Executing Authority shall be attached. The documents which do not clearly indicate the scope of work shall not be accepted.

- c. Should have sufficient experienced professionals, engineers/operators with at least 4 Key long-term Personnel with necessary qualification and experience in the drilling work who will be deployed on the work.
- d. The bidder should have minimum 4 nos. of Hydraulically operated drilling machines/rigs with other drilling tools and accessories.
- d. Possession of functional equipment/machines: Should possess documentary evidence of ownership and advanced latest equipment & accessories required to complete the assignment.
- e. **The average annual financial turnover of the firm** during the immediate last three consecutive financial years (2021-22 to 2023-24) should be at least 60% of the estimated cost.
- f. **Consortium/Joint Venture/subcontract is not allowed.**
- g. The Bidder should not be blacklisted/debarred from participating in tender floated by any State/Central Govt. agencies. An undertaking on company's letterhead should be submitted for the same.
- h. The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- i. The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in the office of Executive Engineer, Investigation Division, National Water Development Agency, Lucknow or other NWDA offices located as an Accounts Officer/Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. An undertaking on firm's letterhead shall be submitted for the same.
- j. The Bidder shall also intimate the names of persons who are presently working with him/her and are near relatives to Gazetted officers in any NWDA office and Ministry of Jal Shakti, Dept. of Water Resources, RD&GR. Any breach of this condition on the part of the Bidder would render him/her liable to be disqualified for the award of work.

Note: Proof must be attached for all the above qualification criteria. Any statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be shortlisted technically.

A-4. Submission of Bid Documents Online

- i. Tender document can be freely downloaded from GeM Portal of Government of India i.e. <https://gem.gov.in>.
- ii. The tender shall be submitted ONLINE only at GeM Portal of Government of India i.e. <https://gem.gov.in>. Instructions to bidders for participation on GeM Portal are attached at **Annexure -VI** of this Tender document. The tenders should submit both "Technical bid duly signed & supporting document in respect of his eligibility for this tender" and "Financial Bid" ONLINE. The specifications should be same as given in this tender. Tenders must be submitted by the bidder **ONLINE** not later than the time and date specified in the NIT.
Only ONLINE submission of the bid on the GeM portal will be accepted. However, hard copy of EMD will have to be reached in the office of Executive Engineer, Investigation Division, National Water Development Agency, Lucknow **on or before 15:00 hrs on 10.03.2025 positively.**
- iii. Bidder who has downloaded the tender from the GeM Portal <https://gem.gov.in> shall not tamper / modify the tender form including downloaded price bid template / BOQ format in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with NWDA.
- iv. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s) / director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- v. NWDA may, at its discretion, extend the deadline for ONLINE submission of tender by amending the tendering documents, in which case all rights and obligations of NWDA and tenders subjected to the previously deadline will thereafter be subjected to the deadline as extended.

- vi. No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the bidder on the Tender Acceptance Letter /Form. Withdrawal of a tender during this interval may result in the bidder's forfeiture of its tender security.
- vii. **The bidder shall submit Earnest Money Deposit (EMD) of Rs. 102000/- (Rupees one lakh two thousand) only in the form of Demand Draft issued by Nationalized/Scheduled Bank in favour of EXECUTIVE ENGINEER NATIONAL WATER DEVELOPMENT AGENCY, LUCKNOW GRANT-IN-AID GENERAL A/C payable at Union Bank of India, Indira Nagar, Lucknow. The EMD should be enclosed in a separate cover and not placed in the technical and financial bids.**

MSE (in similar category of work) bidder should submit the signed "Bid Security Declaration" (BSD) (**Annexure – VII**) accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.

Bids not accompanied by EMD / BSD will be summarily rejected.

- viii. Bids will be opened as per date & time as mentioned in the Tender Key Events and Data Sheet. After opening of Technical Bid, the results of their qualification as well date & time for opening of Financial Bid will be intimated later.

A-5. General Rules and Directions

1. The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
2. The bidder has to submit **Demand Draft of Earnest Money Deposit in original**, in a sealed envelope in office before the date and time of opening of tender otherwise the bid will not be considered for opening.
3. The agreement shall be drawn with the successful Bidder on the prescribed Form No. CPWD-7/8. The Bidder shall quote his/her rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be 45 days from the date of signing of Contract Agreement, it can be extended as per the exigency of work.
5. Tenders received without requisite Bid Security (EMD) will be summarily rejected.
6. The bidder shall be required to deposit an amount equal to 3% of the tendered and accepted value of the work as performance guarantee & if the price quoted by bidder is less than 75 % of the estimated cost of tender then additional performance guarantee of 10% of the difference between the price quoted by tenderer and 75% of the estimated cost, shall also be deposited in the form of Demand Draft issued by Nationalized/Scheduled Bank issued in favour of **EXECUTIVE ENGINEER NATIONAL WATER DEVELOPMENT AGENCY, LUCKNOW GRANT-IN-AID GENERAL A/C** payable at Union Bank of India, Indira Nagar, Lucknow within 7 days of the issue of letter of acceptance. **Upon receipt of hard copy of instrument of performance guarantee, the letter of award shall be issued. The agreement shall be signed between NWDA and successful bidder within 7 days of issue of letter of Award/work order.**
7. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub- soil (so far as is practicable), 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 tenders. A Bidder shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges or exemption in scope of work consequent on any misunderstanding or otherwise shall be allowed.
8. The Bidder shall be responsible for arranging and maintaining at his/her own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided in the contract documents.
9. Submission of a tender by a Bidder implies that he/she has read this notice and all other contract documents and has made himself/herself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, and plant, etc. will be issued to him/her by Government and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority does not bind himself/herself to accept the lowest or any other tender and reserves to himself/herself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by Bidder shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules.
11. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf reserves to himself/herself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted.
14. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his/her retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his/her employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
15. **The tender for the works shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender (technical bid). If any Bidder withdraws his/her tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, or fail/refuse to execute the work at any stage, then the NWDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money, blacklist/debarred from participating any future works/tenders of NWDA, for the period of two years.**
16. This Notice Inviting Tender shall form a part of the contract document. The successful Bidder/contractor, on acceptance of his/her tender by the Accepting Authority, shall, **within 7 days of the award of work**, sign the contract agreement consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications on standard CPWD Form 7/8.
17. In Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
18. Purchase tax, turnover tax or any other tax on materials and services provided to the purchaser in respect of this contract shall be payable by the contractor, and the Government will not entertain any claim whatsoever in respect of the same.
19. Income tax as per Government rules will be deducted from each bill to be paid to the contractor.
20. The contractor must quote the PAN and GSTIN number correctly in the tender form.
21. Payment of Goods and Service Tax will be on a reimbursement basis. The Agency/Contractor shall deposit Goods and Service tax and submit challan etc, for reimbursement from the office.
22. After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through PFMS/RTGS or any online payment mode.
23. Unless otherwise provided in the Schedule of Quantities the rates tendered by the contractor shall be all inclusive except GST.
24. Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall extend and afford necessary facilities for the same.
25. No extra amount shall be payable on account of any restrictions imposed by the other Government agencies/local bodies on the working and movement of labourer, materials, machinery etc., if any.

26. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
27. The agency/contractor shall obtain the required permissions/approvals from local authorities or public departments like Forest etc. for carrying out the work by himself. However, necessary support will be provided by NWDA department.
28. The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
29. In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in the case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill.
30. The full nomenclature of the items shall be adopted in preparing abstract of final bill form in the measurement book and also in the bill form for the final bill.
31. The Contractor shall make his/her own arrangements for obtaining electricity if required and make necessary Payments directly to the Department concerned.

A-6. Bid Opening and Evaluation

1. All the items and services mentioned in the tender should be quoted by the bidder
 - a. Bidder(s) offering only a part of the solution shall be considered as conditional and unresponsive and will be rejected.
 - b. The bidder(s) should specifically note that they are not expected to stipulate any condition in their tender and further if any such condition is included in the tender such tenders are liable to be out rightly rejected treating the same as a conditional tender.
 - c. Tenders with Defective EMD or without EMD shall be summarily rejected.
2. The bid(s) shall be opened online only by the O/o Executive Engineer, Investigation Division, National Water Development Agency, Lucknow.

3. Evaluation

The evaluation of the tender shall very much depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc. The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) who submitted 'Earnest Money Deposit' or 'Bid Security Declaration' as the case may be, with tender document and whose weightage in technical evaluation criteria will be **80 points** or more on **100-points** scale.

QCBS Calculation/Formula

- The highest evaluated Technical Proposal (Tm) is given the maximum Technical Score (St) of 100 and the lowest evaluated Financial Proposal (Fm) is given the maximum Financial Score (Sf) of 100.
- The Formula for determining the technical scores (St) of the other Proposals is calculated as following:
 $St = 100 \times Ta/Tm$, in which – “St” is the technical score, “Tm” is the maximum technical score, and “Ta” the score of the proposal under consideration.
- The Formula for determining the financial scores (Sf) of the other Proposals is calculated as following:
 $Sf = 100 \times Fm/F$, in which – “Sf” is the financial score, - “Fm” is the Lowest Price, and “F” the price of the proposal under consideration.
- The weights given to the technical (T) and Financial (P) Proposals are: T =0.30, and P=0.70. Proposals are ranked according to their combined technical proposal (St) and financial scores (Sf) using the weights (T=the weight given to the Technical proposal; P= the weight given of the Financial proposal; T+P=1) as following: $S = St \times T\% + Sf \times P\%$.

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

The exercise for evaluation of technical bids shall be undertaken by the duly constituted Tender Evaluation Committee (TEC), based on the following broad criteria. The tenderers are requested to submit item wise details for the proper evaluation of technical bids.

Sl. No.	Parameter	Maximum Marks	Award of marks
1	Minimum Financial Standing: The average annual financial turnover during last 5 consecutive financial years ending 31 st March, 2024 should be at least 60% of the estimated cost. Solvency should be of the amount equal to at least 60% of the estimated Cost.	20	(i) 60% of Maximum marks for minimum eligibility criteria (ii) 100% of Maximum marks for twice the minimum eligibility criteria. In between (i) and (ii) – On pro-rata basis.
	i. Average Annual Financial Turnover for the last 5 years	14	
	ii. Solvency Certificate	6	
2	Experience of Similar Works: Minimum seven (7) years of experience in similar services/works is required	28	(i) 70% marks for minimum eligibility criteria. (ii) 80% marks for one additional work of executed value at least 40% of estimated cost. (iii) 90% marks for two additional work of executed value at least 40% of estimated cost. (iv) 100% marks for three additional work of executed value at least 40% of estimated cost.
3	Equipment: The contractor shall have at least 4 nos. of Hydraulically operated drilling machines/rigs with other drilling tools and accessories in his ownership.	24	4 marks for each drilling machines upto max. 24.
4	Personnel proposed to be engaged.	10	(i) Graduate /Diploma Engineer/Geologist - 2 marks for each up to max. 4. (ii) Driller/ Machine Operator – 1 mark for each up to max. 6.
5	Work Plan, Methodology and Approach	18	The work plan including deployment of manpower, methodology and approach has to be submitted with tender. A power point presentation may have to be presented to NWDA.
	Total	100	

To become technically qualified / eligible for shortlisting, the bidder must secure at least sixty percent (80 %) marks in aggregate. If required, all the parties may have to give presentation on the scheduled date & time to be intimated by NWDA after opening of technical bids.

The work shall be completed in the time period of 45 days from the date of award of work.

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

The financial bid shall be opened for only those Bidders who fulfill the technical criteria. The work shall be awarded to highest rank bidder (H1) as per QCBS.

A-7. Award of Work

The notification of award of work to the successful Bidder shall constitute the formation of Contract. The successful Bidder shall sign for the contract form given by the Purchaser within 15 days of notification of award of work.

For the purpose of this tender the contract document with the successful Bidder shall comprise of NIT, Tender Detail (part A to part F) and all Correspondences during the tendering/work process.

The **Performance Guarantee** shall be @ 3% of the tendered and accepted value and shall be submitted in the form of Demand Draft issued by Nationalized/Scheduled Bank in favour of **EXECUTIVE ENGINEER NATIONAL WATER DEVELOPMENT AGENCY, LUCKNOW GRANT-IN-AID GENERAL A/C** payable at Union Bank of India, Indira Nagar, Lucknow within 7 days of the issue of letter of acceptance. If the price quoted by bidder is less than 75 % of the estimated cost of tender, then additional 10% of the difference between the price quoted by bidder and 75%

of the estimated cost of performance guarantee is required to be submitted. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of work gets extended, the bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

Security Deposit shall be @ 5% of contract value less the EMD/Performance Guarantee already deposited in case of successful Bidders and the same would be deducted @5% of work done from each bill till the ceiling of 5% of tendered value. No interest shall be payable on the security deposit.

A-8. Desired Machinery and Technical Strength required for the work is given below

S.No	Personnel/Machinery	Nos.	Remarks
A	Mandatory Technical Staff		
1	Engineers/Geologist	2	Degree/Diploma in Civil/Mechanical/Geology with 5years of experience in similar works.
2	Driller/ Machine Operator	4	5 years of experience in similar works.
B	Machinery		
	Drilling machine with Accessories	4	The machines to be in good working condition & of suitable capacity to complete the work in time.

PART B : GENERAL CONDITIONS OF CONTRACT

B-1. Definitions & Interpretations

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

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

National Water Development Agency "NWDA" means the organization headed by Director General NWDA with headquarters at New Delhi and the subordinate offices all over India.

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

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

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

Day means calendar day.

Engineer-in-Charge means the Executive Engineer, ID, NWDA, Lucknow or the authorized representative of the Purchaser to manage the work progress, work quality and performance of this contract.

Employer means National Water Development Agency (NWDA) 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 of the contract.

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

Government means the Government of India.

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

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

Purchaser is the Executive Engineer, Investigation Division, National Water Development Agency, A-1222, Indira Nagar, Lucknow-226016.

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

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

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

Bidder means any eligible firm participating in this tender process.

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

Clause 1

- i. Time allowed for submission of Performance guarantee from the Date of issue of letter of Acceptance/Intent is 7 days.

ii. Maximum allowable extension beyond the period provided in (i) above is 7 days.

Clause 2

Authority for fixing compensation under clause 2 shall be Chief Engineer (North), NWDA, Lucknow.

Clause 2 A

Clause 2A shall not be applicable

Clause 5

Number of days from the date of issue of letter of acceptance/ Intent for reckoning date of start shall be 15 days.

Time allowed for execution of work shall be 45 days from the date of award of work.

Authority to give fair and reasonable extension of time for completion of Work shall be Chief Engineer (North), NWDA, Lucknow.

Clause16

Competent Authority for deciding reduced rates shall be Chief Engineer (North), NWDA, Lucknow.

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 activity as indicated in the Part-D of this document, not expressly mentioned but required during the course of the execution will also be considered part of the work. The ancillary requirements for the fulfilment of the work shall be supplied by the contractor free of cost within the scope of the work. The quantities indicated in schedule of prices are estimated as per anticipated requirement irrespective of location of drill holes. The locations of the drill holes are indicated but the quantities if reduced or if any hole is cancelled, no compensation in any form shall be paid to the contractor.

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 subheading. The heading shall not limit, after or affect the meaning of this contract.

B-5. Contractor's responsibilities and Obligations

a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable for indemnification of the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

b. The Contractor is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

c. The Contractor is obliged to work closely with the Purchaser and act within its own authority, and abide by directives

that are consistent with the terms of the Contract. The Contractor is responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor.

d. Contractor shall submit fortnightly progress report to Engineer-In-Charge which will be reviewed and progress discussed with the competent authority to meet the completion targets.

B-6. Purchaser's responsibilities

a. The purchaser will ensure accuracy of all information and/or data to be supplied by the purchaser to the Contractor, except when otherwise expressly stated in the contract.

b. The Purchaser will provide timely provision of all the resources, space and facilities and information for decision making that are necessary to execute this contract.

c. The purchaser shall keep the records of manpower, equipment and details of works executed on daily basis in standard form as "Daily Progress Report".

B-7. Commencement and Operation

The time for commencement of work will start from the date of signing of contract/agreement.

B-8. Program of work

a. Immediately after signing of the contract the Contractor shall designate a competent representative not below the Executive/Manager rank 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/her that are consistent with the terms of the contract. The Contractor's representative will be responsible for managing the activities of its personnel.

c. The successful contractor must submit the details of manpower, equipment details and the Work Plan which includes details of manpower, equipment to be deployed for these works and details of input required from the department along with time schedule before entering into the agreement and the plan has to be approved by the competent authority.

d. The bidder has to submit the description of how the work will be executed and the timeline for completing all the activities had to be made available in the form of Bar Chart.

e. The bidder has to indicate the expected input from the department including the timeline.

B-9. Confidentiality

a. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection herewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

b. Any document, other than the Contract itself, shall remain the property of the Purchaser.

c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for the purpose of performing the Contract.

d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data, or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

B-10. Care of the Property

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

B-11. Loss of Property

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

B-12. Force Majeure

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

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

c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.

d. No claim or increased costs be entertained attributable to the Force Majeure.

e. Force Majeure shall not include any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agents or employees, nor any event which a diligent party could reasonably have been expected to both i) take into account at the time of the conclusion of this Contract, and ii) avoid or overcome in the carrying out of its obligations hereunder.

f. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

B.12.1 No Breach of Contract

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

B.12.2 Measures to be taken

a. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.

b. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

B.12.3 Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for an equal to the time during which such party was unable to perform such action as a result of Force Majeure. Any extension if required has to be submitted by Contractor in writing to Engineer –in-charge with proper justification and the final decision of Engineer – in-charge /competent Authority will be conveyed which will be final and binding upon the contractor. The time extension required has to be applied 07 days in advance. Request for time extension will be examined by the Engineer-in-charge/competent Authority and penalty as mentioned in **clause B-24** will be charged for the period where delay is not justified and the decision of Competent Authority will be final and binding upon the contractor.

B.12.4 Consultations

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

B-13. Contract Price

The prices specified in the contract agreement shall be firm inclusive of all taxes, duties, octroi etc. excluding Goods and Service Tax (GST). The contract prices are fixed for the term of the contract and no escalation shall be paid in any manner.

B-14. Terms of Payment

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

B-15. 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 income tax and GST shall be deducted at source as per the prevailing Government of India rules from time to time.

B-16. Advances

No advance payments shall be made.

B-17. Variations, Alterations and Deviations

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

B-18. Extra Items

The extra items specifically mentioned as extra work initially in the contract document or any other work not specified but required to be done as a part of this work shall be taken by the Contractor as Extra Items. Unless specifically mentioned in the tender document, the decision of Purchaser as to what constitutes as extra items will be final and binding. The rates for all these items of work shall be mutually decided at the prevalent market rates/tendered 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-19. 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-20. 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-21. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.

b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.

c. Contractor shall observe all the labour and mercantile laws related to this work and indemnify the Purchaser in all respects for any consequences of the violation/lapses of the labour/mercantile laws.

B-22. Termination of Contract

A. For Purchaser's convenience

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

B. For Contractor's Default

a. The Purchaser without prejudice to any other rights or remedies it may possess, may terminate the contract if the Contractor:

- i. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstructions) under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors, or
- ii. has defied at least two previous instructions of the Engineer-in-charge regarding quality of service, or
- iii. has furnished any false document, or
- iv. at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from Purchaser, or
- v. has abandoned or repudiated the contract and neglects his obligations under this contract and commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Purchaser, or
- vi. fails to complete the works or items of the Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Owner, or
- vii. shall offer, or gives or agrees to give to any person in Department service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Department, or
- viii. shall enter into any contract with the Department in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously disclosed in writing to the Accepting Authority/Engineer-in-Charge, or
- ix. shall obtain a Contract from the Department as a result of ring-tendering or other non-bonafide methods of competitive tendering, or
- x. being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders a receiver or manager, or shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or
- xi. assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with the materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority. The Accepting Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Department by written notice cancel the contract as a whole or only such items of the work in default from the Contract

B.22.1 – On the Termination of the contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works, or in case the Works or part of the Works is not completed the loss or damage suffered by the Department in determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors materials taken over and incorporated in the work, and use tools & tackles and machinery belonging to the Contractor. The Plant & machinery and materials etc. deployed at site by the Contractor for the works shall be in the custody of Engineer-in-Charge or his representative.

B.22.2 – Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the Department as aforesaid after allowing such credit shall be recovered from any money due to Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

B.22.3 – If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building etc. and apply the proceeds of sale thereof towards satisfaction of any sum due from the contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

B.22.4– Any sum in excess of the amounts due to the Department and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that its cost or anticipated cost of completion by the department of the Works or part of the work is less than the amount which the contractor would have been paid had he completed the works or part of works, such benefit shall not accrue to the Contractor.

B-23. Suspension of work

The work shall be deemed to have been suspended if,

It is provided for in the contract.

Necessary for the proper execution of work as decided by the Engineer-in-charge.

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

B-24. Liquidated Damages

The time stipulated in the contract as per progress report shall be deemed to be the essence of the contract. In the event the contractor fails to adhere to the time specified in the progress report of the 'Contract', or approved extended time then the contractor shall pay to the Purchaser liquidated damages for such default as penalty as follows.

- a. In the event of any delay in completion of work in all respects as specified in clause 5 of B-1, Rs. 2000/- (Rupees Two thousand) only per day shall be levied as penalty subject to maximum up to 10% of the total contract value.
- b. The owner may without prejudice to any other method of recovery deduct the amount of liquidated damages from any money in his/her/their hands due or become due to the Contractor either under this or under any other contract.
- c. The payment or deduction of such liquidated damages shall not relieve the Contractor from his/their obligation to complete the works or from any other of his/their obligations and liabilities under the contract.

B-25. Notices

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

B-26. Disputes

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

B-27. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator which will be the Chief Engineer (North), NWDA, Lucknow and only after dissatisfaction with that, the Arbitrator shall be appointed by NWDA as per Arbitration & Conciliation Act 1996.

B-28. Subcontracting of the Work

The sub-contracting of the entire project is not allowed.

PART C: SPECIAL CONDITIONS OF CONTRACT

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

C-1. Time frame All works in all packages, including the period of mobilization, has to be completed within the period of **45 days** from the date of signing of contract. Time is the essence of the contract and damages as per tender document shall be payable.

C-2. Hardware/Software/Equipment The contractor will have to provide the required equipment 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 equipment 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

A Map is annexed with the tender document which shows the tentative location of Drilling Holes. The contractor has to submit to the purchaser the schedule of completion of the work with respect to the holes in the form of bar charts, tabular formats, and the work methodology to complete the work in the specified period of time.

The schedules are to be reviewed every 15 days by Purchaser to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the employer) to adhere to the completion dates. Purchaser reserves the right to revise the schedule at his/their discretion in order to keep up to the completion date and to suit the project requirement and such alterations shall not entitle the Contractor to any extra payment.

The whole works must be proceeded with within such sections and at such times and in such order and manner as described in these specifications and as directed by the Engineer-in-Charge. No extra payment or relaxation in the rates will be permitted on account of this. The Contractor should furnish to the Purchaser Office with fortnightly progress reports in duplicate on the Saturday of every fortnight in the following format:

Item of work	Schedule for work		Actual progress		%age of work completed for each item	Reasons for shortfall if any,	Steps taken to make up the shortfall	Manpower deployed	Instrument in use
	15 Days	Cumulative	Current 15 Days	Cumulative					

C-4. Review Meetings

The Contractor will be required to attend regular meetings at their own cost with Executive Engineer, Investigation Division, National Water Development Agency, Lucknow 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 certificate to conform to the Technical Specifications laid down in the Tender Document will be issued by the Purchaser. The Purchaser will check any product delivered by the Contractor for positional and depth 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.

C-6. Schedule of Payment

- a. Payment shall be made after completion of work as given below. However, running bill may be processed as per the requirement and further approval of the Executive Engineer, Investigation Division, NWDA, Lucknow.

Sl. No.	Work	Payment release in %
1.	After completion of works and submission of Draft reports (in 3 sets - hard copies) of the work as mentioned in the Financial Bid, item no.1. including submission of reports of Water Permeability Test and Standard Penetration Test (SPT) and transportation of related rock/soil samples to CSMRS, New Delhi.	1 st installment of 60% of the rate quoted for items of work mentioned in Financial Bid clause 1. and applicable GST there on.
2.	After incorporation of the comments of NWDA, if any in the draft report and submission of final reports (in 5 sets - hard copies + Soft copies) of the work as mentioned in the Financial Bid, item no. 1. including submission of reports of Water Permeability Test and Standard Penetration Test (SPT).	30% of the rate quoted for items of work mentioned in Financial Bid clause 1. and applicable GST there on. Balance amount of 10% shall be released after receipt of rock/soil sample test reports from CSMRS, New Delhi.

- b. Final Payment to the bidder will be made based on actual quantities of work completed at the approved rates.
- c. The contractor shall submit all bills to the Executive Engineer, Investigation Division, National Water Development Agency, Lucknow.
- d. The Income tax and GST as applicable shall be deducted at source from the bill.
- e. Performance security will be released only after expiry of the warranty period of all the deliverables.

C-7. Warranty Period

All works and the deliverables shall be warranted for a period of **six months after submission of final report** 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 or intellectual material, generated out of this work contract shall be the sole property (material right and copyright) of the NWDA.

C-9. Documents prepared by the Contractors to be the Property of the Client.

All plans, drawings, specifications, designs, reports, and other documents prepared by the contractors in performing the services shall become and remain the property of the client, and the contractors shall, not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof. The contractors may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the client.

C-10. Equipment and Materials furnished by the Client

Equipment and materials made available to the contractors by the client shall be property of the client and shall be marked accordingly. Upon termination or expiration of this contract, the contractors shall make available to the client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the client's instructions.

C-11. Force protection of trees and plants:

The contractor shall take all necessary precaution so that forest trees and plants are not destroyed. In the event of any damage to trees and plants, the contractor shall be fully responsible. Wherever essential, minimum cutting of trees should be resorted to. The contractor shall also 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 worker or their family members.

C-12. Supply of fuel and basic amenities to workers:

The contractor shall ensure free supply of fuel and basic amenities to each of the workers engaged on the works under the contract, throughout the contract period for their daily needs.

C-13. Employment of local labour:

The contractor shall always give preference to the employment of unskilled, semi-skilled/skilled labour and workmen from the local area. The contractor shall adhere to all the prevailing labour laws and acts.

C-14. Natural Water Sources:

The contractor shall not obstruct/damage any lines of drainage/water supply etc.

C-15. Law & order:

The contractor will provide suitable/congenial conditions and atmosphere and maintain law and order during the execution of work.

C-16. Safety codes:

The contractor shall comply with the provision of relevant IS codes (current editions) and shall own liabilities on account of default, if any.

C-17. Signs:

Contractor shall be responsible for providing, erecting and maintaining all safety signs necessary for the safety of those working on or passing through the site.

C-18. Safety Standard/First aid box:

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

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

C-19. Approach roads:

Contractor shall at all times keep the existing approaches through for public and transport.

C-20. The haul paths shall also form a part of the inspection paths during the execution of work and the contractor shall maintain them properly.

C-21. Site reclamation/restoration:

On completion of the work to the satisfaction of Engineer-in-Charge, contractor shall remove all equipment, materials, remains of temporary facilities, 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 Engineer-in-Charge.

C-22. Statutory rules and regulation of India:

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

C-23. Contractor 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 to his account.

C-24. Personnel:

The contractor shall provide experienced personnel including technicians to perform the work covered herein. The Engineer-in-Charge has the right to require the removal of any personnel from the work, who in his opinion, are not qualified, unwilling, or are unable to perform the work and responsibilities assigned to them by the contractor.

C-25. No housing accommodation for the contractor or his personnel will be made available by the Engineer-in-Charge.

C-26. The contractor should take into account royalty if any, leviable at any time during execution of the work by the local authority for stones/boulders and aggregates/gravels obtained from local quarry or riverbed and no reimbursement shall be entertained by the department on this account.

C-27. The contractor shall make his own arrangements for lighting of his housing, arrangement of his workers and other personnel engaged by him and the work site. He shall not be entitled to any claim/payment whatsoever on this account.

C-28. All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted Risks shall be removed from the site to the satisfaction of the Engineer-in-Charge and at the Contractor's expenses.

C-29. The contractor shall either himself supervise the execution of the works, or shall appoint a competent agent approved by the Engineer-in-Charge. If the Contractor himself, is not having sufficient knowledge and experience, and/or is not capable of receiving instructions, or cannot give his full attention to the Works, the contractor shall at his own expense, employ as his accredited agent engineer approved by the Engineer-in-Charge. Orders given to the contractor's agent shall be considered to have the same force as if these have been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date a suitable agent is appointed, and the Contractor shall be held responsible for the delay so caused to the works.

C-30. All works embracing more than one process shall be subject to examination and approval at each stage thereof, and the contractor shall give due notice to the Engineer-in-Charge or his authorized QA representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

C-31. No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the contractor shall afford full opportunity for examination at every stage and measurement of any work which is about to be covered up or put out of view and of examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination, and the Engineer-in-Charge or his authorized representative shall without unreasonable delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notices, he shall, if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

C-32. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

C-33. Foreclosure of contract in full or in part due to abandonment or reduction in scope of work.

C33.1 If at any time after acceptance of the tender, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of whole or part of the works.

C33.2 The Contractor shall be paid at Contract rates for the work executed at site and any other amount as admissible under contract.

C-34. Urgent Works:

If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the Urgent work shall be such as the contractor is liable

under the Contract to carry out at his expenses, all expenses incurred on it by the Department shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

C-35. Changes in constitution

Where Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor.

C-36. Land for contractor's office, store, workshop – etc.

Bidder will have to make all arrangements for his staff and stores as department do not have any arrangement of its own.

PART D: DESCRIPTION OF WORK / SCOPE OF WORK

D.1. Scope of the Work

D.1.1. The work site is located as per the map of the project shown in **Plate-I**. The drill holes are proposed at the site of the project shown in **Plate-II**.

D.1.2. All work shall be carried out in accordance with the detailed specifications described herein. In case the specifications of the work are not given herein, the work shall be carried out in all respects in accordance with I.S. codes, specifications and the instructions of the Engineer-in-Charge given from time to time.

D.1.3. The Site: It is understood and agreed that the contractor has satisfied himself as to the nature & location of the work as well as terrain and local conditions and particularly those bearing on handling or storage of equipment and materials, availability of labour and working space, weather conditions or similar physical conditions at the site, subsoil water, subsurface material to be encountered, the characteristics of equipment and facilities needed, particularly and during the execution of work and all other matters which can in any way affect the work or the cost thereof under this contract. Any default or failure on the contractor to acquaint himself with all the information concerning these conditions will not relieve him from the responsibility for the execution of the contract unless the contract expressly provides that responsibility thereof is assumed by the Project authority. The information and data stated herein and incorporated in the contract elsewhere, is for information only and the Engineer-in-Charge does not guarantee that the available records represent completely and accurately the existing conditions and does not guarantee any interpretation of these data or the correctness of any information. The contractor shall assume responsibility for any deductions, interpretations and conclusions drawn there from by him.

D.2. Scope of work & Specifications:

(i) Drilling works for Geotechnical Investigation at the proposed Banda barrage across Ken River has to be carried out. About 34 nos. of drill holes are proposed in three rows near barrage axis. Average depth of drills holes are 25 m.

(ii) Carrying out of vertical Diamond Core Drilling in NX Size by Hydraulically operated drilling machines/rigs (in accordance with the provisions of IS 6926-1996 and other relevant codes referred therein), collection of samples as per direction of CSMRS, preservation of cores in core boxes of standard dimensions made of GI Sheet, marking of core samples and boxes, painting etc., all as per BIS standards, and transportation of samples to CSMRS, New Delhi for laboratory test. The Engineer-in-Charge shall be entitled to make any change in the location of hole. Number of holes to be drilled, the quantity of drilling in each hole and number of tests to be performed in each hole will be as per the geological conditions revealed at site.

- a. UD (Undisturbed) sample of soil/rock are required for number of soil/rock tests such as unconfined compression test, consolidation test and triaxial compression test. Thin-walled tube as per the IS 2132: 1986 to be used (conforming to IS 11594-1985).
- b. Steel Casing in bore hole drilling should conform to IS 6926:1996 & IS 10208:1982.
- c. SPT to be conducted at every change in stratum or at intervals of not more than 1.5 m, whichever is less;. (conforming to IS 2131-1981)
- d. UDS samples to be taken at 3m interval or as per requirement.
- e. WPT may be carried at every 3.0 m. (conforming to IS 5529-Part-1 & Part-2)

D.2.1. Mobilization: The Contractor shall move drilling equipment and material to the work site, set up the drilling equipment and start the drilling operation. Mobilization of each drill machine/rig will be considered complete when the contractor has mobilized the complete drill machine/rig, necessary crew and materials and has started drilling with the machine/rig.

D.2.2. Set-ups: The setting up of a drilling machine/rig at each hole location shall include surveying the location, clearing of bush, leveling and construction of access path and work pad if necessary, furnishing sufficient drilling water and any anchoring required, moving the drilling equipment from one site to another and moving the same equipment from one hole to another. For drilling in the river, the setting up of drilling equipment at each hole location includes surveying of the location, construction of floating platform/pontoon, its anchoring and setting, etc.

D.2.3. Drilling has to be done using triple tube core barrel in case of Diamond Core Drilling in NX Size based on the actual condition. During the drilling operations, certain tests may have to be conducted by the department for which existing facilities available at site with the contractor would be made available to the department free of charge.

D.2.4. Demobilization: Demobilization includes the removal of the contractor's equipment and waste materials from the site and restoration of the site.

D.2.5. The bore hole shall be NX size in case of Diamond Core Drilling. However, under unavoidable circumstances, the Executive Engineer, NWDA, Lucknow shall be competent to increase/decrease the size of the hole after satisfying himself of the technical difficulties.

D.2.6. The work shall be completed in all respects including site clearance within stipulated period of time. Upon completion, the contractor shall intimate the Engineer-in-Charge in writing about the date of completion of the work. The Engineer-in-Charge may arrange to get the work inspected by his representative, and all defects/omissions, etc. will be pointed out to the contractor at the time of inspection as far as possible. The contractor will get these defects and omissions rectified and notify the same to the Engineer-in-Charge, in case the remedial operations are found to be acceptable, the work shall be considered as satisfactory, and thereafter, the certificate of completion shall be issued by the Engineer-in-Charge under his signatures.

D.2.7. The Engineer-in-Charge shall have the right to the possession of or use any completed part of the work or work under construction, either temporary or permanent. Such possession or use shall not be deemed as an acceptance of any work, either completed or not completed, in accordance with the contract. Except where expressed or otherwise specified by the Engineer-in-Charge with the extent of clause.

D.3. Method of drilling in case of Diamond Core drilling:

a) Diamond Core drilling using triple tube core barrels for obtaining maximum core recovery in semi consolidated and consolidated formations.

b) Complete drilling work process shall be carried out as per latest IS code.

c) Casing, if used, through overburden from the ground surface to the top of rock shall be of such size as to permit coring with NX size rock core barrels.

d) Generally clear water shall be used as the drilling fluid in rock drilling for the removal of cuttings.

e) The drill hole shall be vertical or inclined as the case may be.

f) Wireline drilling machine shall be used for deep holes, wherever necessary.

D.3.1. Before start of the work, the contractor shall submit the programme of execution of work, get it approved from the Engineer-in-Charge and strictly adhere to it for the timely completion of the work.

D.3.2. The drilling work shall be executed at critical hydraulic and water pressures so as to minimize chances of crushing of core due to excessive hydraulic pressure or water pressure. None of the pulls shall exceed the effective length of the core barrel in use.

D.3.3. The drill platforms shall be properly leveled and shall have proper provision for stacking of equipment, accessories and core boxes etc. The platforms shall also provide proper space for workmen and their movements during the operation. Few of the drillings are to be done in the river course, the setting up of drilling equipment at each hole location includes surveying of the location, construction of floating platform/pontoon, its anchoring and setting, etc., entirely shall be the responsibility of the Contractor.

D.3.4. The ground elevation of the drill hole shall be determined by the representative of the Engineer-in-Charge after completion of the drill platform. The depth of drilling shall be computed from the ground elevation. The height of the collar from the ground shall also be recorded. The logging of core obtained shall be done in accordance with the collar level of the highest casing pipe.

D.3.5. The core obtained after each pull shall be properly placed in the core-boxes which will be provided by the Contractor free of cost. Core losses shall be replaced in each run by the core loss blocks equal in length to the core loss. Soft or friable portions of core such as badly weathered and decomposed zone or Joint fillings or other soil like zones, shall be preserved by wrapping in plastic. After placement in core box, the core shall be photographed in colour prints.

D.3.6. The core boxes shall be properly marked on their cover for the hole number awarded by the department; its ground level and collar elevation; the covered depth related to the core box; box number etc. The core box with core shall be properly stored and transported to Project Site office as directed by Engineer-in-Charge or his representative.

D.3.7. Wooden stoppers indicating the depth shall be placed after placement of core obtained from each pull.

D.3.8. The contractor shall maintain the record of the drilling process in the Daily Drill Report Form prescribed by the Engineer-in-Charge.

D.3.9. Recovery

- The core obtained after each pull shall be properly placed in the core boxes which will be provided by the contractor free of charges.

- The core boxes shall be properly marked on their cover for the hole number awarded by the office, its ground level and collar elevation; the recorded depth related to the core box, box number etc. The core box with core shall be properly stored and transported to CSMRS New Delhi.

- Wooden stoppers indicating the depth will be placed after placement of cores in the core box obtained after each pull.

D.3.10. Tests:

During the drilling operation, Permeability and SPT tests as per the extant guidelines shall be carried out.

- All tests shall be conducted in the presence of the Engineer-in-charge or his representative and the records of the tests shall be maintained in the relevant Performa.

- The contractor shall maintain the record of the drilling process in the daily drill report Form.

- The tests shall be carried out as per specification contained in Bureau of Indian Standards.

D.4. Force Majeure clause shall apply.

PART E: ADDITIONAL CONDITIONS OF CONTRACT

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

E.1. The work shall be executed as per the technical specifications & requirements given in the tender document.

E.2. Location: Plate- II showing locations of drill holes is enclosed.

E.3. Before tendering, the Bidder shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, approach path, availability of water, power etc.

E.4. Entire work shall remain open for inspection, at all stages to the Engineer-in-Charge or his representative.

E.5. The contractor shall make available free of charge all the existing facilities available at site such as drilling equipment, its accessories & labour etc. to the department for conducting different checks and tests.

E.6. Rates, Prices & Payments:

E.6.1. The rates quoted must include the element of basic price as well as taxes and tariff like excise, customs etc., excluding GST.

E.6.2. Any tax on materials in respect of this contract shall be payable by the contractor.

E.6.3. The rates of drilling work shall be inclusive of the cost of manpower, mobilization, demobilization, including transportation, maintenance of equipment and consumable items such as fuel, etc. required for the drilling operations.

E.6.4. Contractor will be paid for items as listed in the schedule of quantities.

E.6.5. The entire work has to be executed on agreement rates.

E.6.6. 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 (P.O.L) etc. required for the work.

E.6.7. The unit price should be for the same unit indicated in the schedule of quantities.

E.6.8. Engineer-in-Charge reserves the right to change the location of drillhole, depth of hole as per the geological conditions at site. The contractor shall not raise any claim because of above changes and variations.

E.6.9. No payment will be made to the contractor for damages caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.

E.7. The contractor shall supply at the time of award of work, the list of persons, material and equipment he intends to deploy for the works.

E.8. Tools & Plants

E.8.1. No machinery, tools & plants or accessories will be supplied by the Department. Contractor himself has to arrange for all his equipment, machinery, tools and plants.

E.8.2. Any machinery required for the works will be the primary responsibility of the Contractor including its continued up-keep and operation. Any repairs to the machineries if required or damage to the equipment shall be the responsibility of the contractor / respective owner of the equipment.

E.9. Labour

E.9.1. The contractor shall be responsible for arrangement, safety, and management of all the skilled and unskilled manpower required for all the operations involved in the works as defined above. The department shall not be responsible for the supply of any of the personnel.

E.9.2. The Contractor will have to provide them necessary labour hutments whenever required. The contractor will also be responsible for welfare of the labour in all respects during execution of work and Government will not bear any responsibility about their transportation to work site and back etc.

E.9.3. The contractor will be responsible for any loss of life and materials during the execution of work, the Department shall not bear any compensation or liabilities on account of such events for the personnel employed by the contractor.

E.9.4. The contractor should abide by all the rules and regulations in force towards safety during the execution of the work and must arrange for all accessories like hard top helmets, firefighting equipment etc. for the personnel employed by him.

E.9.5. Contractor shall furnish a statement showing employment of labour, their nationality, etc.

E.10. Damage to Works

E.10.1. Any damage done by the Contractor to any existing work during the course or execution of the work tendered for shall be rectified by him at his own cost.

E.10.2. No payment shall be made to the Contractor for any damage to the work executed by him due to rain, flood or any other natural calamities and the contractor shall restore the work at his own cost, and ensure such execution to be carried out strictly in accordance with the specification.

E.10.3. The maintenance and protection of work from damage of any kind shall be the responsibility of the contractor till the work is completed and handed over to the Department.

E.11. Royalty

Any other incidental charges like royalty, cartage, storage, cutting and wastage for execution of the work as defined above or infrastructural activities required to be carried out in order to execute the work shall be borne by the Contractor. No reimbursement shall be entertained by the Department on this account.

E.12. Power and Lighting.

Necessary arrangements for the lighting of the area and power required for the execution of the work will be made by the contractor for which no extra payment will be made.

E.13. The contractor has to arrange his own certified drilling personnel and department will not be responsible for such arrangements.

E.14. All safety measures prescribed in relevant IS safety codes as amended from time to time shall be bound on the contractor.

E.15. Other Materials:

E.15.1. All other materials such as Cement, Timber, stones etc. for preparation of platforms etc. shall be arranged by the Contractor as per the actual requirements.

E.15.2. The Engineer-in-Charge shall inspect all the materials and satisfy himself to their suitability prior to their usage.

E.15.3. Security during storage and upkeep of the materials brought to the work site shall be the responsibility of the Contractor and Engineer-in-Charge shall not accept any responsibility for the same.

PART F: FINANCIAL BID

F.1. Special instructions to the Bidder's for Filling up rates:

- a. All prices should be in Indian Rupees.
- b. The Bidder must quote total output price inclusive of all taxes etc. **EXCLUDING GST.**
- c. No additional charges on any account shall be payable by the purchaser 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 Total amount, the unit rates shall prevail.
- e. Prices for each item shall be furnished in the proper format only as given below and no subheadings shall be allowed. Any correction, overwriting etc. should be countersigned.
- f. No deviation in the payment terms mentioned above is permissible in the tender. If a Bidder does not explicitly agree with the payment terms mentioned above, the tender shall be rejected as non-responsive.
- g. The Bidder should quote the rates for all the items mentioned in the schedule of quantity. The tenders not quoting for all the items are liable to be rejected.
- h. The quoted rates shall remain valid for the complete operation time of the work.

F.2. FINANCIAL BID

Name of Work: Geotechnical Investigations (Drilling) work at proposed Banda barrage across Ken River of Ken-Betwa link project.

No	Name of Work	Unit	Qty	Rate	Amount
(1)	<p>Drilling works for Geotechnical Investigation at proposed Banda barrage across Ken River of Ken-Betwa link project. Carrying out vertical Diamond Core Drilling in NX Size by Hydraulically operated drilling machines/rigs including transportation charges for the machinery, construction of platforms etc., cost of all material labour, water charges, logging, leveling and collection of samples as per direction of CSMRS, preservation of cores in core boxes of standard dimensions made of GI Sheet, marking of core samples and boxes, painting etc., all as per BIS standards, with all leads and lifts, including cost of core boxes, labour, T&P etc., complete in all respect as per BIS code and other relevant code including transportation of samples to CSMRS, New Delhi for laboratory test. Tentative nos. of drill holes are 34 and average depth of drills holes is 25m.</p> <p>Conducting Standard Penetration Tests (SPT) at every change in stratum or at intervals of not more than 1.5 m, whichever is less; and water permeability tests (WPT) at every 3 m interval of the bore holes, including collection of samples as per direction of CSMRS or relevant BIS standards/guidelines.</p>	m	850		
Total Amount inclusive of all taxes excluding GST					
GST (..... %)					
Grand Total including GST(INR)					
In words.....					

Note:

1. While quoting the rates the contractor must be fully aware of location and approach to the location where the drill holes are likely to be executed.
2. All processes shall include the cost of movement of Man & Machinery at work site.
3. The quantities mentioned above is tentative and may vary significantly. The Purchaser is at liberty to change the quantities during the course of actual drilling. Only actual quantities of work done will form basis of the payments to be made.
4. The quoted price shall be written both in figures and words and should be inclusive of all taxes except GST.
5. The Bill of quantities is to be read in conjunction with Scope of work.

DRILLING WORKS EXECUTED DURING LAST 7 (Seven) YEARS / IN HAND*

PAGE ____ OF ____

S. No.	Name of Work/Project	Owner/sponsoring organization	Cost of work including GST(in Lakh)	Date of award of work	Stipulated date of completion	Actual date of completion	Completion Certificate	Remarks
1	2	3	4	5	6	7	8	9

The bidder may add rows and attach sheet, if required, for providing information.

Note: List of only those eligible works will be included, which are of ‘SIMILAR NATURE’ as mentioned in Notice inviting Tender

Signature of Bidder

ANNEXURE-II

LIST OF FUNCTIONAL EQUIPMENT/MACHINES PROPOSED TO BE DEPLOYED FOR THE WORK

Sl. No.	Item	Make	Quantity	Remarks Owned/Leased/Hired

LIST OF ENGINEERS / OPERATORS TO BE DEPLOYED SPECIFICALLY FOR THE WORK

No.	Name	Years with the firm	Designation with the firm	Qualification	Years of Experience & Nature of experience	Contact No and Email id

CHECK-LIST

Name of the Firm/Agency	
Date of Establishment of the Agency	
Detailed address of the Agency with Phone No, Fax No, email	

S. No	Particulars	Attached/Uploaded (Yes/No)	Details	Page No.
(i)	Signed and scanned copy of Tender Acceptance Letter and Letter of authorization to submit bid, if bid is being submitted on Behalf of company.			
(ii)	Signed and scanned copy of tender application along with proof for payment of Earnest Money Deposit. If exempted, signed and scanned copy of valid Certificate for Exemption from payment of Earnest Money Deposit (EMD).			
(iii)	Signed and scanned copy of valid Firm/Agency/Company registration certificate issued by statutory authority as per prevailing laws of Govt. of India.			
(iv)	Signed and scanned copy of Certificate of single proprietorship/ Affidavit of partnership firm / Pvt. Ltd. or Public Ltd. Company. If partnership firm, Signed and scanned true copy of Partnership deed as per the Tender document.			
(v)	Signed and scanned copy of PAN and GSTIN.			
(vi)	Signed and scanned copy of previous three years Income-tax return.			
(vii)	Signed and scanned copy of the audited balance sheets including a separate sheet on turnover of last five financial years including FY 2023-24			
(viii)	Signed and scanned true copy of undertaking on company's letter head of not being blacklisted / debarred by any Government department from participation in tenders floated by State / Central Government agencies.			

S.No	Particulars	Attached/Uploaded (Yes/No)	Details	Page No.
(ix)	Signed and scanned true copy of undertaking on company's letter head of not having any Litigation pending in any court of law.			
(x)	Signed and scanned true copy of undertaking (self-certificate) of clean track record of the firm during the last five years.			
(xi)	Signed and scanned copy of experience certificates of similar works for last 7 years along with copies of work order/corresponding completion certificates clearly indicating the scope of work and technology used.			
(xii)	Signed and scanned copy of Annexure I, II, III, IV, V, VI and VII with required information as detailed in this tender document.			
(xiii)	Any other information not detailed above but required.			

Note: All documents are to be signed and serial numbered in the sequence as specified above.

PERFORMANCE GUARANTEE (CLAUSE-1)

- I. The contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his/her proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 7 days of the issue of letter of acceptance but before award of work. This period can be further extended by Engineer – in – charge up to a maximum of 7 days on written request of the bidder. This guarantee shall be in the form of Demand Draft of any Nationalized/Scheduled Bank.
- II. If the price quoted by bidder is less than 75 % of the estimated cost of tender, then additional 10% of the difference between the price quoted by bidder and 75% of the Estimated cost of performance guarantee is required to be submitted.
- III. In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law is at liberty to forfeit the earnest money absolutely.
- IV. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- V. The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of: -
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
- VI. In the event of the contract being determined or rescinded provisions of any of the clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL

1. For GeM participation the training modules for various functionalities e.g. Introduction to Seller / Service Provider Functionality, Seller / Service Provider Registration (Using PAN / Using Aadhaar), Profile Updation (Seller / Service Provider), Secondary User Creation, Overview of Dashboard – Seller / Service Provider, Vendor Assessment, Bid Participation Services, Earnest Money Deposit (EMD) Process and Bill of Quantities [BOQ] – Seller etc., the bidder / firm shall follow the links provided on the GeM portal.

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids may be obtained from the GeM Portal <https://gem.gov.in>.

2. Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.
- 3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436 (9:00 am – 10:00 pm Mon to Sat)
Mail: helpdesk-gem@gov.in
- 4) Helpdesk Outbound Nos.: 07556681401, 07556685120, 01169095625

3. Offline submission of documents by Bidder

The Bidder shall submit EMD in the form of DD offline in separate sealed envelope well before the closing date and time mentioned in '*A-4 (ii)*'.

4. Minimum requirements at Bidder's end

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity.
Microsoft Internet Explorer 7.0 or above
Digital Certificate(s)

Bid Security Declaration

To, Executive Engineer,
Investigation Division, NWDA,
A-1222, Indira Nagar,
Lucknow-226016.

Sub: Geotechnical Investigations (Drilling) work at proposed Banda barrage across Ken River of Ken-Betwa link project.

Ref: NIT No: NWDA/ID/Lko/9/34/2024/03/

dated -----

Dear Sir,

1.0 I / we accept that:

- (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity upon receipt of your Black listing order; and
- (b) I/we will be suspended for a period of 2 (TWO) years as per the 'Clause 15 under A-5' of tender document, if we have committed any of the following actions:
 - (i) Withdrawn or modify my/our Bid during the period of bid validity required in the Bidding Documents;
or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
or
 - (iii) Fail to execute/complete the work at any stage.

2.0 I / we understand that this Bid Security Declaration shall cease to be valid on the following circumstance:

- (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- (b) I am /we declare ineligible or post-disqualified upon receipt of your notice to such effect, and
 - (i) I/we failed to timely file a request for reconsideration or
 - (ii) I/we filed a waiver to avail of said right.
- (c) I am/we are declared as the bidder with the lowest calculated and responsive Bid / Highest rated and responsive Bid, and I / we have furnished the performance security and signed the contract.

Signature & seal:

Name:

Mobile:

Email

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Executive Engineer,
Investigation Division, NWDA,
A-1222, Indira Nagar,
Lucknow-226016.

Sub: Acceptance of Terms & Conditions of Tender

NIT No: NWDA/ID/Lko/9/34/2024/03/

Dated:

Name of Tender/Work: Geotechnical Investigations (Drilling) work at proposed Banda barrage across Ken River of Ken-Betwa link project.

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the website(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

