



## **TENDER DOCUMENT FOR**

**CARRYING OUT DRONE SURVEY, HYDROGRAPHIC SURVEY,  
SOIL TESTING FOR PREPARATON OF DPR FOR  
“REJUVENATION OF WATERBODIES” UNDER JURISDICTION OF  
BERHAMPUR MUNICIPAL CORPORATION**

**NIT No. 1702**

**Date: 02.02.2023**

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## **NOTICE INVITING TENDER (NIT)**

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**NOTICE INVITING(NIT) the project envisages conduction Drone Survey, Hydrographic Survey Soil Testing for preparation of DPR for rejuvenation of 3(three Nos. of water bodies under jurisdiction of Berhampur Municipal Corporation**

**Dated: 02.02.2023**

**Notice No: 1702**

1.0 BeMC invites online tender from experienced, competent and eligible Bidders in two envelope system for Carrying out Drone Survey, Hydrographic Survey, Soil testing for preparation of DPR for “Rejuvenation of Water bodies” Under Jurisdiction Of Berhampur Municipal Corporation” as scheduled under:-

Name of the work	Carrying out Drone Survey, Hydrographic Surve, Soil testing and preparation of DPR for “Rejuvenation Of Water bodies” Under Jurisdiction of Berhampur Municipal Corporation
Employer/Owner	Berhampur Municipal Corporation
Website for upload tender / corrigendum / Addendum	www.berhampur.gov.in with effect from 03.02.2023 to 17.00 Hrs on Dt. 13.02.2023
Brief Scope of Work	The information as provided in the Bid document of the water bodies are based on very preliminary studies, as such it is tentative and may change significantly in further course of studies and hence there may be substantial reduction of quantities mentioned in BOQ. Therefore, bidders should keep this in mind while quoting unit rate for various item of work.
Completion of Work	15 days reckoned from the date of issue of Work Order.
Cost of Tender document	<b>Rs. 6,000/-+18%GST = Rs. 7080 (Non –refundable)</b> (Demand Draft from any scheduled bank should be infavor of Commissioner, Berhampur Municipal Corporation payable at Berhampur.
Earnest Money Deposit	Rs. 15,000/- (Rupees Fifteen thousand) (Demand Draft from any scheduled bank should be infavor of Commissioner, Berhampur Municipal Corporation payable at Berhampur.
Offline Bid Submission Address	<b>Commissioner</b> Berhampur Municipal Corporation In front of Town Police Station, Ram Lingeswar Tank Road Berhampur, Ganjam, Odisha-760002 <a href="mailto:Email-mcbemc08@gmail.com">Email-mcbemc08@gmail.com</a> , Web- <a href="http://www.berhampur.gov.in">www.berhampur.gov.in</a>

Last Date of Download Tender Document	Up to 17.00Hrs. on dated 13.02.2023
Last date of offline submission of Technical and Financial Bid	Up to 15.00Hrs. on dated 14.02.2023
Date & time of opening of Technical Bid	At. 11.00 Hrs. on dated 15.02.2023 at Conference Hall of BeMC
Date & time of opening of Financial Bid	To be informed to responsive Bidders
Validity of offer	90 days after the last date fixed for submission of Bid
Performance Security	5% (Five Percent only) of Contract value within 7 days from the issue of Letter of Award (LoA)
Security Deposit	5% (Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.
Commencement of work	Commencement of work shall be reckoned from 5 <sup>th</sup> day of issue of Letter of Award.
Price Adjustment	The rates quoted by the Bidder shall be firm & fixed
<b>Exemption in EMD for Micro &amp; Small Enterprises registered with NSIC/MSME:</b> The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD/ Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.	
If the office of BeMC, happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.	

2.0 The Tender NIT document can be downloaded from the website: [www.berhampur.gov.in](http://www.berhampur.gov.in).

3.0 The tenders shall be submitted in two envelopes marked 'A' and 'B' on through Registered Post/Speed Post addressed to:-

**Commissioner**

Berhampur Municipal Corporation  
In front of Town Police Station, Ram Lingeswar Tank Road  
Berhampur, Ganjam, Odisha-760002  
[Email-mcbemc08@gmail.com](mailto:Email-mcbemc08@gmail.com), Web- [www.berhampur.gov.in](http://www.berhampur.gov.in)

4.0 **Technical Bid:** Envelope 'A' (A1 & A2) wherein Envelope A1 shall contain receipt of tender fee documents and earnest money deposit. The envelope A2 shall contain documents related to eligibility criteria and complete Bid documents duly signed by the authorized representative of the Bidder.

Envelope 'B' shall contain Financial Bid to be submitted offline only. Entire Bid Documents related to eligibility criteria and Financial bids are to be submitted.

However, documents related to eligibility criteria & other requirements as per bidding documents and complete set of bid documents duly signed by the bidder including original EMD, corrigendum & addendum if any (Envelope A) will also be submitted physically (hard copy) on or before the last date of submission of Tender.

5.0 "Corrigendum, if any, would appear only on the above-mentioned websites and not be published".

6.0 In case any information/details mentioned at two or more places in Tender documents is unclear/does not match, interpretation/clarification given by Employer shall be final & binding to the Bidder.

- 7.0 In case the office of BeMC happens to be closed on the last date and time mentioned for any of the event such as opening of technical and Financial Bids etc., the said event will take place on the next working day at the same time and venue.
- 8.0 Incomplete quotations, conditional quotations, quotations received without EMD and quotation received after the stipulated time shall outrightly be rejected.
- 9.0 Any queries regarding the terms of reference can be obtained from the following office address on any working day Up to 15.00 Hrs. on dated 10.02.2023 through email- mcbemc08@gmail.com addressed to Commissioner,BeMC
- 10.0 BeMC reserves the right to reject any one or all of the quotations without assigning any reason thereof.
- 11.0 In case of any dispute in the award of work or terms & condition of award and execution of works, the decision of Commissioner BeMC is final and binding on all the parties.

**For and on behalf of BeMC**

**Sd/02.02.2023  
Commissioner  
Berhampur Municipal Corporation**

## **Section-1: INSTRUCTIONS TO BIDDERS**

### **1.0 Availability of Bid Document and Bid Submission**

The Bid documents can be viewed and downloaded from the website [www.berhampur.gov.in](http://www.berhampur.gov.in) with effect from 03.02.2023 to 17.00 Hrs on Dt. 13.02.2023.

The entire bid-submission would submissions are as follows:

- Technical Bid (Envelope-I of the Tender Document) – with effect from 03.02.2023 to 17.00 Hrs on Dt. 13.02.2023
- Financial Bid (Envelope-II of the Tender Document)
- Both technical bid and financial bid to be submitted offline, through Registered Post/Speed Post on or before the specified due date upto 17.00 Hrs on Dt. 14.02.2023

### **1.1 Offline Submission of Documents by bidder**

The Bidder shall submit following document offline in separate sealed envelopes also.

- **Technical Qualification Documents in original as mentioned in “clause 2.0 – Bidding Document”**
- **Originals of EMD, Tender Document fee in the form of Demand Draft.**

### **1.2 Tender Fee**

The Tender Fee Deposit as mentioned in NIT and shall also be submitted in physical form in courtesy of Commissioner, Berhampur Municipal Commissioner payable at Berhampur.

The Tender Fee is accepted only in the following forms:

- Banker's cheque of a Nationalized Bank /Scheduled Commercial Bank (i.e. Public and Private Sector Banks).
- Demand Draft of a Nationalized Bank /Scheduled Commercial Bank

## **2.0 BIDDING DOCUMENT**

**2.1** The bidder is expected to examine all the documents prior to preparation and submission of bid.

**2.2** The bidder is advised to visit the site at his own expenses to assess the accessibility, climate and other conditions of the area etc. before quoting the rates. No claim shall be entertained later, on any such account.

**2.3** Failure to comply with the requirements of bid submission will be at bidders' risk and shall be considered as non-responsive.

### **2.4 Qualifying Criteria: Offline Technical Bid Submission**

The intending bidders must read the terms & conditions of tender documents carefully. They should only submit the bid if they considers themselves eligible and they are in possession of all the documents required.

**All the documents must be serial wise as stated below along with checklist and clearly marked page no. on each page (MANDATORY). Any following document not uploaded/submitted or miss leaded information provided shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not are not numbered, document submitted after closure of submission date shall not be entertained.**

<b>Format of Check List</b>				
<b>S.N.</b>	<b>Particular of Document</b>	<b>Yes</b>	<b>No</b>	<b>Page Nos. From-to</b>
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Financial Instrument towards EMD of amount as mentioned in NIT.			
c)	Financial Instrument towards Demand Draft for Tender Fees of the amount as mentioned in NIT.			
d)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
e)	Yearly financial Turnover and <b>Audited Balance Sheet for Last 5 (five) years</b> ending on the financial year 2021-22 duly certified by Chartered Accountant.			
	<ul style="list-style-type: none"> <li>The contractor should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years ending 2021-2022. Certificate shall be duly audited and Attested by the Chartered Accountant <b>(Form-A)</b>.</li> </ul>			
	<b>Eligibility Criteria:</b> The Bidder should have experience in execution of similar nature of works i.e. Topographic and Hydrological cross section survey for water bodies/ River/ Dyes /Irrigation structures photogrammetric technique by un-manned aerial vehicle(UAV)/Drone equipped with DGNS or similar arrangement with LIDAR should be carried out in India under a single contract for a Hydroelectric /Multipurpose /Irrigation/PSU as Principal Contractor. (Form-B)			
f)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. <b>(Form-C)</b> .			
g)	Copy of P.F and PAN Number.			
h)	<b>Goods and Service Tax (GST):</b> Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.			
i)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. <b>Joint Ventures/Consortium/Associations are accepted. (In case of Joint Ventures/Consortium /Association, any company or the combinations should meet the similar type of works criteria).</b> Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. <b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			



j)	Bidder should not be blacklisted/ debarred by any government/ semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-D).</b>			
k)	Letter of understanding the project site on bidder's Letter Head <b>(Form-E).</b>			
l)	No Deviation Certificate in prescribed format in Bidder's Letter Head <b>(Form-F).</b>			
m)	Bidder shall submit Information on litigation history in bidder Letter Head <b>(Form-G).</b>			
n)	The bidder should have owned/hired one drone system to execute the work. Self certified declaration to be furnished by Bidder  N.B. Preparation should be given to the bidder owning the drone system			
o)	Detailed methodology along with equipment (including their specifications) proposed for this project.			
p)	The bidder is required to submit the names and bio- data of all the technical personnel proposed to be deployed for this work together with the estimated man-month effort expected to be contributed by each person. (Form-H)			
q)	List of equipment available along with their specification and present deployment and make (viz. Auto level / Total Station, Drone equipment and their specifications, DGPS etc.)			
r)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed (use scanned signature) by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of BeMC			

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non-compliant with the requirement of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

**NOTES:**

**Bidders who full fill the above requirements shall only be technically qualified.**

**Non-fulfilment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.**

In case, the bidders are in a position to give audited balance sheet (provisional) for year 2022-23, then the same can be included and in that case, reference year will be counted w.r.t 2022-23 in all concern eligibility criteria.

## 2.5 Offline Submissions of Technical Documents

The Bidder shall submit following Technical Document offline also.

1. All the documents in ORIGINAL, mentioned in “Section-2.0: Bidding Document” in Para 2.4: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (r) along with checklist & page numbering (**MANDATORY**) in separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
2. Originals EMD and Tender submission fee in the form of Demand Draft in separate sealed envelope clearly labeled as “EMD AND TENDER FEE” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, Email on Envelope.

**NOTE: All above envelopes shall be submitted in one single envelope clearly labeled as “Technical Qualification Documents for Offline Submission”** for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, Email on Envelope.

**The offline submissions as mentioned above shall be submitted on BeMC address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected.**

## 2.6 Contents of financial Bid

The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document.

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and also based on DSR provisions and Non-scheduled items as per the standard practice. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor. **The Goods and Services Tax (GST) shall be paid extra over quoted cost to contractor.**

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

Quoted amount by bidder shall be firm and fixed for Three (03) months. The contract may be extended, according to the direction of Project Authority, in this case the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor to quote the rate accordingly.

**Do not submit any Financial bid information at the time of submission of offline submission of technical bid otherwise it will lead to rejection of bid.**

The financial proposal is to be filled by bidder in the excel file attached in **Annexure A and A1** and should be submitted along with the technical bid.

Note:- The BeMC reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

## **2.7 Opening of financial Bid**

The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

## **2.8 Joint Venture**

Joint Venture / Consortium / Associations are accepted/allowed and maximum number of partners is limited to 2 (i.e. one lead + 1 JV partner).

## **3.0 BID PRICES**

**3.1** The bidder shall fill in rates and prices for all the items of the schedule of works. The rates should be **inclusive of all applicable taxes & duties, if any, and exclusive of GST which will be paid as applicable.**

**3.2** The quoted price shall include, but not be limited to, the following activities:

- All the survey works in the field, office work, including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable labour etc;
- Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
- Taking all necessary safety precautions;
- Clearing sight lines by removal of bushes and scrub.
- Access to the project site
- Making of temporary paths for movement of equipment's etc.
- Any stoppage of works due to any unforeseen reason.

**3.3** **The rate should include all taxes & duties, calibration, insurance, transportation etc. (excluding GST) and nothing extra will be paid over and above the contract price as specified in Annexure-A.**

**3.4** Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State

Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by BeMC) and his staff, shall be paid and/ or borne by the Bidder and BeMC shall perform duty of deduction from Bidder's payments whenever required by law.

**3.5** Any conditional bid shall be rejected.

**4.0 BID VALIDITY**

The offer(s) submitted by the bidder shall be valid for a period of 90 (Ninety) days from the date of opening of the quotations.

**5.0 BID OPENING**

Bid opening date & venue will be intimated later to all the bidders. The bidders can send their representatives, if they desire so as to attend the bid opening.

**6.0 TERMS OF REFERENCE**

**6.1 DRONE SURVEY**

**a) Scope of Work**

Topographic and Hydrological Cross Section Survey using Photogrammetric Technique by un-manned aerial vehicle (UAV) / Drone equipped with DGNSS or similar arrangement with LIDAR in connection with Hydrological study in 03(three) Water bodies located at the location mentioned below. The total area to be surveyed will be about 38.26 Acre. The exact boundary of the study area will be supplied in detail along with the award letter to the successful bidder. The project area will be confined within the administrative boundary of Berhampur Municipal Corporation.

<b>S.No.</b>	<b>Item</b>	<b>AREA</b>
<b>1a</b>	<b>Haridakhandi Bandha in Ward No. 01 of BeMC</b> Lat - 19° 32''N Long - 84° 76''E	<b>9.46 Acre</b>
<b>b</b>	<b>Aaina Bandha in Ward No.</b> Lat - 19° 30 ''N Long - 84°77''E	<b>16.40 Acre</b>
<b>c</b>	<b>Agula Bandha in Ward No.</b> Lat - 19° 29. N Long - 84° 79. E	<b>12.40 Acre</b>
	<b>Total area to be survey (a)</b>	<b>38.26 Acre</b>

As stated earlier, the total area to be surveyed will be about 38.26 Acre, however, it may decrease or increase during the course study and the same will be informed to the successful bidder and the bidder will not have any claim for the revision of rate especially in the case of decrease in area to be surveyed, however, in case of substantial increase in area to be surveyed the bidder may have to decrease the rate based on mutually negotiated rate.

N.B. The Drone Survey should be made before onset of Rejuvenation/ twice in between rejuvenation and after the rejuvenation work (total 04) times in period of

rejuvenation, the bidder should quote the rate accordingly.

**(b) General specifications:**

1. Before quoting the rates, the agency shall inspect the site of work and fully acquaint himself with the site conditions in regard to accessibility of site, and all such factors which may affect satisfactory execution of the work. No claim what so ever shall be entertained due to any difficult site conditions over and above unit rates quoted by the survey agency.
2. The quoted rates shall include the cost of labour, equipment, boats etc. required for work, construction of site office etc. complete. Nothing extra shall be paid on any account whatsoever and above the rates quoted by the agency for relevant item of schedule of quantity.
3. Good and Service Tax/Income Tax and any other tax applicable shall be recovered at source from bills of the agency as per prevailing tax structure of Govt. of India.
4. BeMC shall not be responsible for any mishappening/loss/damage of equipment or human resource or due to some natural calamities caused duringthe course of the work. The agency shall be fully responsible and shall take full care of any mishappening, accident, disaster, or any unforeseen circumstances while doing survey work. Any consequential legal/financial/judicial matters shall be full liability of the agency. BeMC. shall not be liable in whatsoever manner.
5. Survey drawings shall be the copy right of the BeMC. In no way the Survey agency shall supply or use these maps and drawings to any other agency or for any other work.
6. The agency shall make his own arrangement for filtered and unfiltered water and lighting etc. as per requirement at his own cost.

**c) Data Capture Specifications**

## I) Drone Imagery Specifications

<b>GSD</b>	10 cm
<b>Bands</b>	R G B (Three band natural colour imagery)
<b>End overlap</b>	60% minimum
<b>Side overlap</b>	30% minimum
<b>Collection condition</b>	<p>As pre following conditions:</p> <ul style="list-style-type: none"> <li>• Sun angle no less than 30 degrees to minimize shadow</li> <li>• The project site has high relief changes therefore photograph will be captured at high sun angle to avoid shadows due to these high relief formations.</li> <li>• Cloud free with minimal smoke, smog, fog and dust.</li> <li>• Minimum soil moisture and after sufficient gap after rainfall.</li> <li>• Every effort shall be made to avoid breaks within individual flight lines. Where necessary, the entire flight line composed of the resulting segments shall meet all of the requirements set forth in these specifications. Where breaks occur, these shall have an overlap of at least four frames to ensure a stereo model of overlap or tie.</li> </ul>
<b>Horizontal Accuracy</b>	10cm GSD or better for the ortho-photo generated.
<b>Radiometric Resolution</b>	Minimum 8 bit per band in accordance with chosen image format
<b>Horizontal Datum</b>	The World Geodetic Datum 84 (WGS-84).
<b>Map Projection</b>	The coordinate system for all deliverables is the Universal Transverse Mercator (UTM).

## 6.2 HYDROGRAPHIC SURVEY

### (a) Brief Scope of Work

- (i) Carry out the Bathymetry Survey at the proposed Water Bodies rejurvation locations (05 nos. x 05 Cross sections at each location = 75 cross sections).
- (ii) ***Bathymetric survey shall be carried out as follows:***  
Cross sections are to be undertaken at suitable interval within the stretch of Water Bodies. The cross section of water bodies shall be undertaken at the point of intersection of polluted drains as decided by Engineer in charge. Width of the water bodies may vary from depending on the topography.
- (iii) To establish 1 Nos. of TBM's showing X, Y & Z co-ordinates in longitude, latitude and with (X, Y) co-ordinate with reference to local co-ordinates and RL.
- (iv) Establishing vertical control (accuracy +0.1m) and establishing bench mark (accuracy + 5 millimeters) at suitable interval. Transfer of Bench Mark/datum w.r.t. MSL.
- (v) Establishing horizontal control and marking selected points on the banks at suitable intervals. (accuracy +1m).

S.No.	Item	No. of Cross sections
1	Carrying out Bathymetric survey i.e., total no. of cross sections to be carried out at the each proposed locations (05nos. x 05 C/s)	3x25=75

As stated earlier, about 75 no. of cross sections to be carried out at the proposed water bodies rejuvenation locations, however, it may decrease or increase during the course study and the same will be informed to the successful bidder and the bidder will not have any claim for the revision of rate especially in the case of decrease in area to be surveyed, however, in case of substantial increase in area to be surveyed the bidder may have to decrease the rate based on mutually negotiated rate.

### **(b) Technical Specifications**

#### **Establishment of Bench Mark**

The levels shall be on the basis of GTS bench marks in the vicinity. The contractor shall transfer the benchmark to the site. All levels shall be related to IMSL. New Bench mark shall be established either on existing abutments, Dam site or other monoliths which shall meet the stability requirement for bench marks specified by Survey of India. Alternatively, new bench mark of suitable type shall be built to survey of India standards. Value of bench marks shall be established to accuracy better than +/-5 millimeters.

#### **(c) Establishment of Horizontal control and marking the selected points on banks**

Horizontal control established shall be properly connected to nearby G.T.S. or other points approved by Engineer-in-Charge.

#### **(d) Establishment of Vertical Control**

The vertical control shall be established with suitable water level gauges and/or GTS Bench Marks within or near the survey area and simultaneous tidal observations shall be taken to reduce the soundings to a recoverable or approved MSL. Sites of water level gauges should be carefully selected to ensure the freeflow of water levels to and from the gauge locations. Approval of the site engineer should be obtained for the location(s) of the water level gauge(s). For vertical control and determination of MSL, levelling between bench marks and to determine water level gauge zero etc. The levelling accuracy shall be + 0.10 m. For recording of water levels, water level gauges shall be erected at approved locations. The water levels shall be recorded at interval not more than 15 minutes. However, time and height of low water shall be accurately determined.

#### **(e) Position Fixing**

For position fixing the contractor shall use a suitable position fixing equipment with horizontal positional accuracy of  $\pm 1$  m. The contractor may however propose alternative position fixing system that meets above mentioned positional accuracy, provided at least 3 lines of position can be used to determine position. The position fixing system shall be calibrated against a most accurate system or a fixed base line before deployment to the satisfaction of Engineer-in-Charge. While taking soundings vessel shall be moved at a slow speed (not greater than 3 knots).

**(f) Reporting Pattern**

- (i) A survey report in triplicate describing the conduct of the survey along with a soft copy and all observed data, along with original records viz. calculations field books, measurement books, Eco-rolls etc. shall be submitted to BeMC. The data furnished shall be adequate to re-plot the survey chart independently on the basis of these documents.
- (ii) The charts shall be plotted at 1:1000 scale or any other scale as directed by Engineer-in-Charge. U.T.M. grid and geographical grid shall be marked on the chart as per normal cartographic practice. Soundings shall be shown in meter and decimeters and shall be reduced to Chart Datum. **Contours shall be marked at 0.5 m interval.** On the chart the soundings shall be marked duly showing high water and low water lines, delineation of shoals, symbols and legends, Northline etc. As the area covered shall be in more than one chart, the contractor shall provide a single chart (Index Map) in triplicate. All charts/maps should display reference to the ground station and datum based on which the controls are fixed and shall indicate date/time of surveys and name of person in-charge carrying out the surveys.
- (iii) Master copy of each charts, map shall be provided on stable film (RTM) along three hard copies and one soft copy on Compact Disc in a format compatible with AUTOCAD.
- (iv) The contractor shall also integrate the topographic survey map with hydrographic survey. The topographic survey map will be prepared and developed by Bidder.
- (v) The contractor shall submit survey reports as per specification laid down. However, the contour shall be marked at an interval 0.5 m on the survey charts.
- (vi) Survey maps shall be plotted at 1:1000 scale. An Index Map (Single Chart) showing entire area of survey and the physical features mentioned above shall also be prepared and submitted in triplicate along with soft copy as specified.
- (vii) In addition to the above a longitudinal section of the deepest channel in the sea for establishing the sea bed profile shall be provided. The scale of the L-section shall be decided by Engineer-in-charge.

**c) Deliverables**

The activity involves carrying out Detailed Topographic & Hydrographic Survey to develop the latest planform of showing details of latest position empanelment and other permanent features like bridges, roads, highways, habitation, marginal bunds, vegetation etc instretch.

The following will be the deliverables of the project:

- i. Topographic map at suitable Scale
  - ii. Contours Map at 0.5m interval
  - iii. Digital Elevation Model (DEM)
  - iv. DGPS and Leveling Network raw and processed data
  - v. Digital Ortho Imagery, in tiles and seamlessly mosaiced over the survey area
- Surveying agency shall supply 3 sets of all final drawings of Surveyed area including five sets of soft copies in CDs or Pen drives in Auto CAD and PDF format.



### 6.3 Scope of work for Soil Testing

- Carrying out soil investigations (both Machine boring, Hand auger boring), hydrological investigations, etc as IS code provisions and suggest sequence of excavation if necessary.
- Recommend soil stabilization methodology, soil protection systems if required
- Recommendation of economical type of foundation to be adopted and its depth to transfer the design loads (will be provided by Structural designer).
- All necessary Soil parameters including but not limited to SPT, Particle size Analysis, Atterberg limits, Water content, Shear parameters (Direct Shear Test, Triaxial Shear Test Unconfined compression test), Specific gravity, Modulus of sub grade reaction, 'k' value, modulus of soil reaction, E', influence
- actor for raft foundation, RQD details with uniaxial compression test results, depth of ground water.
- Required Nos of Geotechnical investigation reports with proof calculation sheets shall be submitted in hard copy as mentioned in RFP. The soft copy of the same shall also be submitted to BeMC.
- The Consultant will have to visit the site, attend the meetings with the Client / Stakeholders and also to work in relation with Design team BeMC.
- All deliverables shall be as per the RFP for each project. Drawings, geotechnical investigation reports including geo technical interpretative reports, analysis model etc all in digital & hard copies (as required).
- The Consultant shall provide assistance / expertise if required, to analyse and advise remedies for any problems / test results as per norms arising during foundation construction at site.

## 7 AWARD OF WORK

**7.0** The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has highest combined weighted score covering both technical & financial bids and subsequent negotiations (if required).

**7.1** **To complete the work in the time period of 1.0(one) months from the date of issue of work order including mobilization period. Contractor has to mobilize sufficient team with equipment's to complete the work in time.**

**7.2** Notwithstanding clause 8.1 as above the employer 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 bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

## 9.0 TERMS AND CONDITIONS

**9.1** Time of Completion: **1 (One) month** from the date of award of work or in accordance with the requirements of the Client including the period of mobilization.

**9.2** The bidder shall mobilize the required manpower and machineries at Project Site within 5 days from issue of Letter of Award.

**9.3** Time for completion is the essence of the contract and no relaxation of any account shall be entertained. Progress of work shall be monitored on weekly basis.

**9.4** In the event of any delay in completion of the project, a penalty of 0.5% of the contract value, per week shall be charged subject to the maximum of 10 (ten)% of the contract value. The contract may be terminated on accumulation of the maximum amount.

## **10.0 A) PERFORMANCE SECURITY**

- 10.1** A performance security guarantee of 5% of the total value of contract shall be payable by the Bidder (successful bidder) on award of the works. The EMD shall be adjusted against the performance guarantee. The balance of the performance guarantee shall be paid by the Bidder in the form of Bank guarantee in the specified format.
- 10.2** EMD of successful tenderer shall be retained until Performance Bank Guarantee (PBG) is submitted.
- 10.3** Successful tenderer shall accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the EMD shall be forfeited and award of work may be liable to be cancelled.
- 10.4** Performance guarantee shall remain valid for period of 3 months or one month from the date of release of final payment whichever is later.

## **B) SECURITY DEPOSIT**

Security Deposit of 5% (Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.

## **11.0 VARIATION**

It may be noted that while the estimated quantities of work given in the schedule has been estimated as realistically as possible, but any variation in the quantities arising may be incorporated, on prior approval of Engineer-in-charge of BeMC.

## **12.0 PHASING OF PAYMENT**

- (1) 10% of the payment as an advance payment against submission of bank guarantee (Interest Free).
- (2) 15% of payment on completion of all field activities
- (3) 35% of the payment on submission of deliverables & reports along with site photographs
- (4) 40% of the payment on acceptance of submitted reports & deliverables.

**Payment Terms:** All the payments will be made within 30 days after receipt of original bills/tax invoices along with relevant documents from the date of certification by the Engineer-In-Charge.

Note: Taxes as applicable shall be deducted at source as per GOO/GOI norms.

## **13.0 PROGRAMME**

The contractor shall furnish within seven days of the LOA full particular of his programme of field/ home office activity proposed for execution of the contract.

### **13.1 Contractors Superintendence and Obligations**

The contractor shall intimate the employer within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

The contractor shall remain fully responsible for the accuracy and relevancy of all field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

### **13.2 Insurance**

The contractor shall insure himself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any modifications thereof which may be put in force by the government during the continuance of the contract.

In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the contractor, the contractor shall pay compensation to the victims.

**13.3** The contractor shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favourable than those required by law.

**13.4** In case, any delay occurs due to local hindrance the contractor shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The contractor shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

**13.5** The contractor shall submit weekly progress report to site engineer of BeMC. The contractor shall equip their site in charge with mobile phone to facilitate communication and control over work progress.

**13.6** No compensation of any kind on account of objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by BeMC at any stage.

### **14.0 OTHER TERMS AND CONDITIONS**

- i) The Contractor will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area.
- ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- iii) The Contractor shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
  - Third party liability insurance.
  - Worker's compensation insurance in respect of contractor's personnel.
  - Any other insurance for public & contractor's personnel in accordance with the relevant provisions of the applicable land.

- iv) The agency shall comply with the provisions of the following acts:
  - Contract labour (Regulation & Abolition) Act 1970
  - Employees Provident Fund Act, 1952
  - Minimum Wages Act, 1948 (Amended)
  - Employer's Liability Act, 1938 (Amended)
  - Industrial Employment Act, 1946 (Amended)
  - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- v) The Contractor shall not employ any laborer below 18 years.

## **15.0 ARBITRATION**

“Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism.

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is Commissioner, BeMC, to which neither of the parties have any objection nor they shall ever object.
- c) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- d) The place/seat of arbitration shall be Berhampur and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Berhampur. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- e) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Berhampur”.

Form of Quotation

Quotation for

**CARRYING OUT DRONE SURVEY, HYDROGRAPHIC SURVEY, SOIL TESTING FOR PREPARATION OF DPR FOR “REJUVENATION OF WATERBODIES” UNDER JURISDICTION OF BERHAMPUR MUNICIPAL CORPORATION**

To,  
**Commissioner**  
Berhampur Municipal Corporation  
In front of Town Police Station, Ram Lingeswar Tank Road  
Berhampur, Ganjam, Odisha-760002  
[Email-mcbemc08@gmail.com](mailto:Email-mcbemc08@gmail.com), Web- [www.berhampur.gov.in](http://www.berhampur.gov.in)

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid Drone Survey works for the following work on item rate basis described in the Scheduled of work, in conformity with the specifications and terms and condition as specified in the document.

Total price for carrying out the work, as mentioned above is,

Rupees \_\_\_\_\_

(Amount in Words and Figures)

This price will remain valid for 90 (Ninety) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any quotation you may receive.

Signed this \_\_\_\_\_ day \_\_\_\_\_ 2023

Signature and seal of bidder  
or Authorized representative

Name of firm :  
Address of firm :  
Telephone No. :  
Fax No. :  
E-mail :

**ANNEXURE- A1**

**(Contd.,) BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE**

PAGE \_\_\_\_ OF \_\_\_\_

S. NO.	ITEM	QUANTITY	Rate	Total value in Rupees
(1)	(2)	(4)	(3)	(5)
1	Scope of work As per Clause No. 6.1	38.26 Acre		
2	Scope of work As per Clause No.6.2	75 Cross sections		
3	Scope of work As per Clause No.6.3	12 Nos.		
<b>Sub-Total</b>				
3	<b>GST @ 18%</b>			
<b>Total</b>				

**Note:**

- A) Quoted price shall be inclusive of all levies and taxes and exclusive of GST which will be paid as applicable.
- B) Quantity mentioned may vary according to the site conditions.
- C) Payment will be made according to actual executed quantity and unit price.

Date:  
Place:

**Signature of bidder  
Name and Stamp**

**LETTER OF TRANSMITTAL**  
(on Bidder **Original** Letter Head)

To

**Commissioner**

Berhampur Municipal Corporation  
In front of Town Police Station, Ram Lingeswar Tank Road  
Berhampur, Ganjam, Odisha-760002  
[Email-mcbemc08@gmail.com](mailto:Email-mcbemc08@gmail.com), Web- [www.berhampur.gov.in](http://www.berhampur.gov.in)

Subject: Carrying Out Drone Survey, Hydrographic Survey, Soil Testing For  
Preparaton Of DPR For "Rejuvenation Of Waterbodies" Under  
Jurisdiction Of Berhampur Municipal Corporation

Ref:- NIT No:-

Dear Sir,

- i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: \_\_\_\_\_ as per your advertisement.
- ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- v) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-A**  
**FINANCIAL INFORMATION**

[To be submitted on Original Letter Head of CA]

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (**Audited balance sheet copies to be attached**).

Years	Annual Financial Turnover	Profit/Loss (After Tax)
2017-2018		
2018-2019		
2019-2020		
2020-2021		
2021-2022		

2. Financial arrangements for carrying out the proposed work : It is hereby declared that -----  
----- (Name of firm with address) has enough financial resources to execute the proposed work.

**Note:**

**In case, the bidders are in a position to give audited balance sheet (provisional) for year 2022-2023, then the same can be included and in that case, reference year will be counted w.r.t 2022-23 in all concern eligibility criteria.**

Signature of Chartered Accountant  
(with Seal)

Signature of Bidder(s)  
(with Seal)

***Note: Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.***



**FORM B**  
**STATEMENT OF SIMILAR WORKS\* EXECUTED/IN HAND**

YEARS	NAME OF CLIENT	NAME OF PROJECT & WORK	VALUE OF WORKS (RS. LAKHS)	DETAILS OF W.O. REFERENCES & COMPLETION CERTIFICATES
1	2	3	4	5

\* is to be supported by relevant proof.

**FORM- C**  
**STRUCTURE & ORGANISATION**

<b>S.No.</b>	<b>Particulars</b>	<b>Details Submitted by Bidder</b>
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm (b) A partnership firm (c) A limited company or Corporation (d) A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	In which field of Civil Engineering construction the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

**Signature of Bidder(s)**

**FORM-D**

**FORMAT FOR NO-CONVICTION CERTIFICATE**

[To be submitted on Bidder's **Original** Letter Head]

**Subject: No-Conviction Certificate for --- (Name of the work / project)**

This is to certify that \_\_\_\_\_(Name of the organization), having registered office at \_\_\_\_\_(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department/Client/ Owner or Court of law anywhere in the country.

This is also to certify that M/s \_\_\_\_\_(Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-E**  
**FORMAT FOR UNDERSTANDING THE PROJECT SITE**

[To be submitted on Bidder's **Original** Letter Head]

A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:-

- a. Topography of the Area
- b. Soil & rock conditions at the site of work
- c. Availability of local labour, both skilled and unskilled and the prevailing labour rates
- d. Availability of water & electricity
- e. The existing roads and access to the site of work
- f. Availability of space for putting labour camps, Offices, survey equipments, repairing works yard etc.
- g. Climatic condition and availability of working days
- h. Law & Order, Security & Working conditions
- i. Methodology to be adopted for successful completion of work
- j. Working hours and shifts for completing the work as per tender conditions

B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

C. I/We have quoted my/ our rates as per financial bid format based on the prevailing rates.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-F**  
**FORMAT FOR NO DEVIATION CERTIFICATE**  
[To be submitted on Bidder's **Original** Letter Head]

To

**Commissioner**

Berhampur Municipal Corporation

In front of Town Police Station, Ram Lingeswar Tank Road

Berhampur, Ganjam, Odisha-760002

[Email-mcbemc08@gmail.com](mailto:Email-mcbemc08@gmail.com), Web- [www.berhampur.gov.in](http://www.berhampur.gov.in)

**Subject: No Deviation Certificate for (name of Work /Project)**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-G**  
**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**

[To be submitted on Bidder's **Original** Letter Head]

To

**Commissioner**

Berhampur Municipal Corporation  
In front of Town Police Station, Ram Lingeswar Tank Road  
Berhampur, Ganjam, Odisha-760002  
[Email-mcbemc08@gmail.com](mailto:Email-mcbemc08@gmail.com), Web- [www.berhampur.gov.in](http://www.berhampur.gov.in)

**Subject: Litigation History, Liquidated Damages, Disqualification for ----- (Name of Work /Project)**

It is hereby declared that our firm (Name of firm with address ----- ) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM H**  
**DETAILS OF TECHNICAL PERSONNEL PROPOSED WITH BIO-DATA\***

<b>S. No</b>	<b>Name of Technical Personnel</b>	<b>Qualification</b>	<b>Present Position</b>	<b>Proposed Position under this assignment</b>	<b>Total No. of Years Experience</b>	<b>Proposed Man-month Effort</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

\* **Bio-Data to be provided as per following format.**

**FORMAT OF RESUME OF PROPOSED PERSONNEL**

The bidder shall provide all the information requested below:

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project , Position, and Relevant Technical and Management Experience

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

<b>Name of Personnel</b>	<b>Signature</b>	{day/month/year} <b>Date</b>
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<b>Name of authorized Representative of the Contractor</b>	<b>Signature</b>	{day/month/year} <b>Date</b>
--	------------------	---------------------------------



## **FORM OF PERFORMANCE SECURITY**

In consideration of WAPCOS LTD. (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name) with its Registered/ Head Office at \_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees in words) for "Carrying out Topographical Survey using LiDAR, data analysis & processing, application tool development and other allied activities for report" (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (5% of the said value of the contract to the Employer).

We, \_\_\_\_\_ (name & address of bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever

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which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time or such period (not exceeding one year), as may be desired by M/S BeMCon whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees only);
- ii. This bank guarantee shall be valid up to \_\_\_\_\_ and
- iii. Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before (indicate a date six months after the validity of the guarantee).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi.

For & on behalf of Tenderer

### **FORM OF ADVANCE PAYMENT GUARANTEE**

In consideration of WAPCOS LTD. (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name) with its Registered/ Head Office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees in words) for "Carrying out Topographical Survey using LiDAR, data analysis & processing, application tool development and other allied activities for report" (hereinafter called "the contract") and the Employer having agreed to make an advance payment to the contractor for Performance of the above contract amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as an advance against bank guarantee to be furnished by the contractor.

We, \_\_\_\_\_ (name & address of bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

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We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time or such period (not exceeding one year), as may be desired by M/S \_\_\_\_\_ on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees only);
- ii. This bank guarantee shall be valid up to \_\_\_\_\_ and
- iii. Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before (indicate a date six months after the validity of the guarantee).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi.

WITNESS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation with bank stamp)

Attorney as Power of Attorney  
No. \_\_\_\_\_ dt. \_\_\_\_\_