

TENDER FOR PREPARATION OF BASE MAPS, CONDUCTING TOPOGRAPHICAL SURVEYS FOR 1100 UNSEWERED AREAS AND INTEGRATION OF DATA IN GIS FOR THE DELHI AREA FOR MASTER PLANNING OF SEWERAGE SYSTEM



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SECTION – A

**WAPCOS LTD.
(GOVERNMENT OF INDIA UNDERTAKING)
76-C, SECTOR-18, GURGAON-122015 (Haryana)**

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NOTICE INVITING BID FOR TOPOGRAPHICAL SURVEYS TO BE UNDERTAKEN IN DELHI

1. Sealed bid in English (one original) is invited by WAPCOS LTD for topographic surveys to be undertaken in Delhi.

1.1 Tender Ref No/ WAP/DJB/TOP-S/2010/ Dated 18-06-2010

Scope of Work:-The scope of work covered in this tender consists of preparing updated GIS database for Master Planning of the Sewerage System by conducting topographical surveys for unsewered areas of Delhi including preparation of detailed base maps using satellite image with spatial resolution of 0.6m or better. It is the basic requirement for development of holistic, integrated, sustainable and implementable master plan to meet sewerage requirements of Delhi to the year 2031; and a detailed report, including mobilization of necessary instrument/equipment, providing necessary engineering supervisors and technical personnel skilled and unskilled labour and such other as required to carry out field topographic surveys and preparation of drawings and survey report. This scope is indicative only.

1.2 Detailed scope of work is given in the tender document

1.3 Earnest Money Deposit(EMD) : Rs. 2,00,000/- (Rupees Two Lacs only) in the form of D.D from Nationalized Bank / Scheduled Bank.

1.4 Last date of issue of tender document : 01-07-2010 (2 PM)

1.5 Last date and time for receipt of bid : 05-07-2010 (2 PM)

1.6 Date and time of Bid opening **‘Part – I Technical Bid’** : 05-07-2010 (3 PM)
‘Part – II Price Bid’ : Will be intimated later

2. Time Schedule:

The period of completion for the work is 6 months from the date of issue of letter of Intent.

3 Bid submission and opening

Proposals are to be submitted in TWO PARTS IN SEPARATE SEALED COVERS as follows: **Part I Technical Bid and Part-II Price Bid.**

EMD for Rs. 2,00,000/- (Rupees Two Lacs only) in the form of Bank Draft in favour of “WAPCOS Ltd.,” payable at New Delhi. is required to be submitted along with Bid Documents in a separate envelop clearly marked “**EMD**”

Detailed terms and conditions along with technical details, time schedule, EMD, validity of Bids and instruction to bidders, etc are contained in Tender documents. Tender documents will be available from the office of the Chief Engineer (RUD), WAPCOS Ltd., Gurgaon, 76-C, Sector-18, Gurgaon, Harayana. on payment of Rs. 20000/- (Rupees Twenty Thousand Only) by means of a DD in favour of “WAPCOS Ltd.,” payable at New Delhi. Tender Documents can also be downloaded from website : <http://www.wapcos.gov.in/> and in this case cost of Tender document will have to be paid by DD at the time of Submission of Bid along with EMD.

Firms may associate to enhance their qualifications/ capacity for timely completion of the project. In this case they will have to specify the lead partner, who will act on behalf of consortium. Work would be awarded to the lead partner. Technical bid must include authority of various partners/ associate in name of lead partner to submit the bid on their behalf.

‘WAPCOS’ reserves the right to reject any bid or all bids received at its discretion with out assigning any reason whatsoever.

WAPCOS reserves the right to decrease or increase the quantity of work. ‘WAPCOS’ takes no responsibility for delay, loss or non-receipt of Tender/Bid documents or any letter sent by post either way. Offers received after the expiry of the date and time specified for receiving the complete bids are liable for rejection.

Bids received without EMD or Tender Cost shall be summarily rejected. WAPCOS reserves the right to distribute the work among two or more parties.

4. ELIGIBILITY CRITERIA

Bidder are required to submit documents / certificates in following Annexures :

Annex- 4.1	<p>The applicant/contractor must be a well established Civil Engineering/Surveying Contractor with minimum five years experience and capability in the work of Topographic survey, contouring, alignment survey, planning and preparation of Drawing of similar type of work.</p> <p>Minimum average Annual turnover of the firm shall be Rs 40 Lakhs</p> <p>Current solvency certificate/credit certificate from bank as on date shall not be less than Rs 35 lakhs</p>
Annex-4.2	<p>The applicant/contractor must give evidence of having suitable Surveying & Mapping instruments / equipment.</p>
Annex-4.3	<p>Details of Similar Projects</p> <p>The applicant / contractor should have executed, the work of Topographic survey, contouring, alignment survey, planning and preparation of drawings of similar nature of work</p> <ul style="list-style-type: none">– at least 3 similar projects of value of Rupees 40 lakhs each in last five years <p style="text-align: center;">OR</p> <ul style="list-style-type: none">– at least 2 similar projects of value of Rupees 50 Lakhs each in last five years <p style="text-align: center;">OR</p> <ul style="list-style-type: none">– at least 1 similar project of value of Rupees 80 lakhs each in last five years <p>(Experience in North India will carry more weightage.)</p>

- The details provided by the applicants (individual firm/ associates) will be scrutinized as per above criteria. **Financial bids of eligible tenderer(s) who satisfy above criteria would only be opened. The tenderer quoting the lowest rate would be awarded the work.**

Note: All the information given in Annexure 4.1 to 4.3 must be supported by relevant documents / certificates.

For & on behalf of WAPCOS Ltd.,

Chief Engineer (RUD)

SECTION – B

DEFINITION OF TERMS:

- ‘Approved’, and ‘Approval’, where used in the Specification’ shall mean, respectively approved by and approval of “WAPCOS”. When the words ‘Approved’, ‘Subject to Approval’ ‘ Satisfactory’, ‘Equal to’, ‘Proper’, ‘ Requested’, ‘As requested’, ‘ Where directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like are used the approval, Judgment, direction, etc., is understood to be function of WAPCOS or their Engineer – in- charge.
- ‘Bid’ shall mean the Proposal / Document that the bidder submits in the requested and specified form in the ‘ Specification’.
- ‘Bidder / Tenderer’ shall mean the firm/party who quotes against the enquiry.
- Contract / WAPCOS ‘ shall mean the order and associated specifications executed between WAPCOS and the Contractor including the LOI and other documents agreed between the parties or implied to form a part of the Contract.
- ‘Contractor’ shall mean the successful Bidder whose bid has been accepted by WAPCOS and whom the ‘Contract’ or ‘work order’ is placed by WAPCOS and shall include his/their heirs, legal representatives, successor and permitted assignees.
- Contract Period’ shall mean the period during which the ‘Contract’ shall be executed as agreed between Contractor and WAPCOS in the ‘Contract’ or till the completion of all contractual obligations.
- ‘Contract Price’ shall mean the sum of unit prices multiplied by the quantities set forth in the contract which are to be paid to the Contractor for the work to be done under this Contact.
- ‘Date of Contract’ shall mean the calendar date on which WAPCOS and Contractor have signed the ‘Contract’.
- ‘Effective date of Contract’ shall mean the calendar date on which WAPCOS has issued to the Contactor the ‘Letter of Intent’ / ‘ Letter of Award’.
- “Engineer” shall mean Chief Engineer / Additional. Chief Engineer/ Deputy Chief Engineer / or the authorized Engineer of the “WAPCOS”. Engineer’s Instructions’ shall mean any drawings and / or instructions, oral and/ or in writing details, direction and explanations issued by the Engineer or WAPCOS from time to time during the ‘Contract Period’.
- Month’ shall mean calendar month.

- Notice in Writing', 'Written Notice' shall mean any notice in written, typed of printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- "Owner" shall mean "WAPCOS Limited, 76-C, Institutional Area, Sector – 18, Gurgaon (Haryana)" on whose behalf the enquiry is issued and shall include its successors and assigns as well as its authorized officers / representatives.
- 'Project' shall mean the actual place of the proposed 'Project' as detailed in the 'Specification'.
- 'Site' shall mean the actual place of the proposed 'Project' as detailed in the 'Specification' or other place where work has to be executed under the Contract.
- 'Specification' shall mean collectively all the terms and stipulations contained in those portions of the 'Contract' known as the General Conditions, the Specifications and such amendments, Revisions, Deletions or additions, as may be made in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the 'Work' or to the quantities and Qualities of the materials to be furnished under this 'Contract'.
- 'Work' or 'Works shall mean the services to be provided by the Contractor Under the Contract'.
- 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature and / or seal as the case may be.

SECTION-C

INSTRUCTION TO BIDDERS

1. INFORMATION TO BIDDERS

This specification is intended as general description of quality envisaged for the finished survey work. It is not intended to cover minute details. This survey work shall be executed in accordance with the best modern practices and to the complete satisfaction of the Owner.

- The information given to the Bidder in this specification comprising of all sections is given in good faith and meant to serve as a guide. It is therefore, imperative that the bidder shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the survey work under this enquiry.

2. INSPECTION OF SITE BY BIDDER

- Bidder may inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communications, transport, right of way, the type and number of equipment / instrument and facilities required for the satisfactory completion of survey work, the availability of local labour, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc., which may affect the work or cost thereof, before submission of his/their bid. Ignorance of site conditions shall not be accepted by WAPCOS as basis for any claim for compensation.
- The rates quoted by Bidder shall be based on his/their own knowledge and judgment of the conditions and hazards involved.

3. EARNEST MONEY DEPOSIT (EMD)

The bid shall be accompanied by EMD for a value of Rs. 2,00,000/- (Rupees Two Lacs only) in the form of D.D (from any Nationalized Bank/scheduled bank) drawn in favour of “WAPCOS Ltd., payable at New Delhi.” The EMD shall be initially valid for a period of 120 days from the date of opening of “Part-I TECHNICAL BID.”

EMD of the unsuccessful bidders who do not qualify for the price cover opening shall be returned after the price cover opening of the qualified bidders and the EMD of the unsuccessful bidders (qualified for opening of price bids) shall be returned after finalization of the contract. EMD of the successful bidder shall be returned on furnishing and acceptance of the Security Deposit by WAPCOS.

4. PRICE AND RATES:

The prices and rates quoted by the bidders shall be as specified in the tender documents both in figures and words.

5. VALIDITY OF BID:

All the bids shall be valid for a period of 120 days initially from the date of opening of “Part-I Technical Bid.”

6. BID DOCUMENT:

No alteration or mutilation, other than filled in particulars wherever called for, shall be made in the bid documents. Any changes/modifications made by the Bidder on the bid documents itself shall not be taken into consideration.

7. SUBMISSION OF BIDS:

The bidder shall submit his/their bid along with all the documents issued to him including schedules of Prices/Quantities, and all his/their enclosures, for submission of his/their Bid.

- The original Bid Document shall be prepared and submitted in two parts as noted below with all pages serially machine numbered and initialed.

Part-I: Technical Bid

Part-II: Price Bid.

- These shall be submitted in separate double sealed envelopes (**pasted first and then sealed**) each containing Part-I & Part-II of the bid. The outer envelope containing Part-I, Part-II and EMD and tender cost cover shall be superscribed with the Name of Work and with Note “Quotation Do Not Open” written prominently. In addition, the full Name and Postal Address of the Bidder shall be written at the bottom left hand corner of the sealed outer envelopes. The inner envelopes for the two individual parts shall be superscribed with the Part Number as well as the above information. Separate sealed EMD and Tender cost in addition to above two bids should be there as third envelope.
- “**Part – I Technical Bids**” only will be opened first at the Time and Date set for opening the bids in the presence of the Bidders/ their authorized representatives. Part-II Price Bids in sealed envelopes will be kept unopened under safe custody of the Owner and will only be opened for the Bidders qualifying the Technical Bids/ Parts.

8 OWNER RESERVES RIGHT:

- The Owner reserves the right to accept any bid irrespective of whether it is the lowest or otherwise or reject any or all bids without assigning any reasons whatsoever.

9 PRICE

- The bidder shall quote his/ their price against each item of the Schedule of Items and Rates.
- Rates shall be quoted both in figures and in words in clear legible writing No overwriting is allowed. All scoring and cancellations should be countersigned by the bidder. In case of illegibility, the interpretation of the Owner shall be final. All entries shall be in English language.
- Bidder should quote rates against the items in the schedule of items for the work as fully described and content therein, No modifications to the work content in the items will be allowed.
- Any request from the Bidder in respect of additions, alterations, modifications, corrections, etc., of either terms and conditions or rates of his/their Bid after opening of Bids may lead to rejection of his/their Bid.
- On check if it is found that there are differences between the rates given by the bidder in works and figures or in the amount worked out by him/them, the following procedure shall be followed.
 - When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the BIDDER, shall be taken as correct.
 - When the amount for an item is not worked by the BIDDER or it does not correspond to the rate written either in figures or in works, then the rate quoted by BIDDER in words shall be taken as correct.
 - When the rate quoted by the BIDDER in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the BIDDER shall be taken as correct and not the amount.

SECTION - D

GENERAL CONDITIONS OF CONTRACT

1.

- GENERAL CONDITIONS OF THE CONTRACT

1. The cost of preparing the proposal and visiting the site etc shall be borne by the Bidder only.
2. The Financial Bid shall be filled in with indelible Black or Blue ink and there shall be no overwriting. If at all there are any interlineations or overwriting than the same should be signed by the Bidder.
3. The drawings, reports, data, etc used for the survey work shall be the sole property of WAPCOS and the Bidder will not reproduce or pass on these to any other person or firm etc.
4. The format and titles of all the drawings to be submitted by the Firm shall be as per the guidelines and demand of the WAPCOS.

- CONDITIONS REGARDING DISCREPANCIES AND ADJUSTMENT OF ERRORS

5. Any error in description, quantity or rate in Schedule of quantity or any omission there from shall not vitiate the contract or release the Bidder from the execution of the whole or any part of the contract or works comprised there in according to drawings and specifications or from any of his obligations under the contract.
6. In case of any discrepancy in the description of items in the tender document, the decision of CMD, WAPCOS shall be final and binding on the bidder.
7. All errors in totaling in the amount column and in carrying forward totals shall be corrected.
8. In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the unit rate.

9. The Bidder should ensure that the prices furnished in price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedule, WAPCOS shall be entitled to consider the highest price for the purpose of evaluation and to award the contract at the lowest of the price in the schedule.

- SPECIAL CONDITIONS OF THE CONTRACT

- WAPCOS is not bound to accept any of the offers submitted and reserves the right to reject without assigning any reason. WAPCOS does not bind itself to accept the lowest offer or to give reasons for their decision.
- All the payments shall be subject to deduction of Income Tax/ any withholding tax as applicable.
- The Firms total remuneration shall not exceed the contract price calculated based upon the quoted unit rates.
- The start date of the contract shall be the date of issue of LOA.
- In the event of an award of work, the successful bidder, within Three days of the receipt of Letter of Award (LOA) from WAPCOS, shall submit the Bank Guarantee for mobilization advance as stated in the tender documents.
- All the works mentioned in this tender document including report preparation and submission of report shall be completed within the time frame mentioned.
- The Bidder / Firm cannot assign or sub-contract any of this work without the prior written consent of WAPCOS.
- The Bidder shall take out and maintain at his own cost, insurance against risks, etc during the entire period of performance of contract.
- The conditions of contract, specifications, schedule of quantities, etc mentioned in this tender document shall form a part of the contract after issuance of award letter to the successful Bidder.
- WAPCOS reserves the right to delete any item(s) or part thereof from the scope of services to be performed by the Bidder. The Firm / Bidder shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the

scope at a mutually accepted fee arrived on the basis of fee identified in the contract for the corresponding item(s).

- **TIME OF COMPLETION AND WORK SCHEDULE**

- Time is the essence of this Contract. The Contractor shall, within two weeks of date of the Letter of Intent submit to WAPCOS for his/their approval, a detailed Work Schedule showing how he/ they proposes to carry out the work, specifically mentioning time periods as well as dates of commencement and completion of each activity and such approved schedules must be strictly adhered to by the Contractor. The schedules are to be reviewed periodically with WAPCOS to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the Owner) to adhere to the completion dates. WAPCOS 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. No extra payment or relaxation in the rates will be permitted on account of this.
- The Contractor should furnish the Engineer with weekly progress reports in duplicate on the Saturday of every week in the following format:

Item of work	Schedule for week		Actual progress		Reasons for shortfall, if any,	Steps taken to make up the shortfall
	This Week	Cumulative	This Week	Cumulative		

- Work shall commence at the site within 7 days from the date of Letter of Intent.
- Extension of work schedule only for completion of work shall be granted by the Owner, equal to the time ‘Force Majeure’ conditions were in existence as applicable to this Contract. Monsoon or inclement weather shall not be considered as reason for extension of time.

- **DELIVERABLES AND TIME SCHEDULE**

- o All the draft base maps, topographical survey reports, drawings and village-wise integrated GIS maps of the project area shall be submitted zone wise (as per the attached list of zones) manner as per the work

schedule.

- Data on 2 sample base maps and topographical survey for said villages should be provided within 2 weeks from the date of award of work for approval of DJB and WAPCOS. All further works on preparation of base maps and topographical surveys is to be carried out as per approved copy of sample maps.

WORK SCHEDULE FOR SURVEY IN UNSEWERED AREAS

Sl. No.	Description of the Item stated as completed	No. of Days from the date of award of work
1.	Mobilization of Work	1 week
2.	Preparation of Base Maps	16 weeks
3	Topographical Survey Report and Drawings	25 weeks
4.	Data Development and Integration in GIS Platform	As per data provided and requirements of DJB

If the Contractor fails complete the work in the stipulated time he/they shall be liable to pay liquidated damages as set out in Cl.13.0 herein below.

2. EXTENSION OF TIME:

- The Contractor shall not be allowed any extension of time of completion except in the following cases:
 - Force majeure as per details stated in the Contract.
 - Major changes or substantial addition to the work ordered by the owner adversely affecting the completion time.
 - Any other circumstance of any kind, whatsoever which may occur making the Contractor entitled to an extension of time which, however, shall be in the absolute discretion of the owner.
- The Contractor, upon the happening of any such event as stated above shall immediately give notice but nevertheless use constantly his/their best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the owner to proceed with the work.

- Request for extension of time shall be submitted by the Contractor in writing before the expiry of the time schedule and WAPCOS, based on the merit, shall consider the request and convey his/their decision to the Contractor in writing within a reasonable time. Such extension shall not release the Contractor of any of his/their obligations including Liquidated Damage. The Contractor shall submit request for extension at the time of such special circumstances occurring and not towards the end of the contract period.
- WAPCOS reserves the right to levy Liquidated Damages under Liquidated Damage clause even if the extension of time for completion of works is granted.
- The Contractor shall not be eligible for any extension of time on account of any delay in mobilization/procurement of equipments/materials.

3. SURVEYING / PLOTTING INSTRUMENTS AND EQUIPMENTS

- Contractor shall provide and maintain at the site necessary number and type of survey instruments, computers and plotter etc., in good working condition for proper execution and timely completion of the works covered under this specification. All arrangements for transporting the equipment to and from the site shall be done by the Contractor at his/their own expense.
- The contractor has to make his own arrangements for accommodation, water/power supply from nearby sources.

4. WORK EXECUTION AND SUPERVISION.

- Contractor shall have at the site qualified and experienced Surveyors / Engineers with adequate number of years of experience in execution of similar works for satisfactory progress and timely completion of the works.
- Contractor shall be fully responsible for the correctness and accuracy of the works, which shall be executed in a professional manner.
- WAPCOS reserves the right to order in writing, from time to time, during progress of the work, re-execution of any survey work which, in the opinion of the WAPCOS, is not in accordance with the specification at no extra cost.
- In the event of occurrence of any accidents at /near the site of work or in connection with execution of the survey work, a report shall be made immediately to WAPCOS, giving full details of the accident. He/They shall also report such accidents to all the Local competent authorities whenever such reports are required by them.

5. SECURITY DEPOSIT:

- A sum equal to ten (10) percent of the accepted value of the contract shall be deposited by the Contractor as Security Deposit with the owner. 2 ½ % initial deposit in the form of Bank Guarantee and remaining 7 ½ % of every certified remaining bill amount shall be deducted in cash from the bill amount. No interest shall be payable on security deposit. This may be furnished in the form of a Bank Guarantee (format will be provided by the WAPCOS) or Demand draft (from any nationalized Bank/scheduled bank) within fifteen (15) days of receipt of the Letter of Intent by the Contractor. The security deposit shall be for the time bound due and faithful performance of the contract. The Contractor shall ensure that the bank guarantee to be submitted towards security deposit shall remain valid till the completion of the work plus three month grace period.
- In the case of Successful Bidder, the EMD deposited with his/their Bid shall be adjusted towards, Security Deposit, Provided it is furnished by Demand Draft.
- Whenever the value of work executed exceeds the value of work as awarded, then, deductions at the rate of 10% of the enhanced value shall be made from the bills of the Contractor towards security deposit.
- No interest shall be payable by the owner for sum deposited as EMD/ Security Deposit. The Security Deposit will be refunded after the expiry of the grace period as stipulated in the contract.

6. PRICES AND RATES:

- Price and rates quoted shall cater for the cost of all materials and labour including cost due to mobilizing / demobilizing, and equipment, taxes including sales tax or works contract tax if any, royalties, duties, octroi and any other levies payable on all transactions, overheads/profits of Contractor for the due performance of work under this contract.
- Service Tax as per prevailing rates should be claimed extra
- Prices and rates quoted shall be firm and fixed for the entire duration of the contract and any agreed extensions thereto.
- Quantities of various items are approximate and may vary.

7. PAYMENTS

Payments due to the contractor shall be made by WAPCOS by crossed account payee cheque, forwarding same to the registered office or the nominated office of the contractor. In no case WAPCOS shall be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases the contractor shall present his/their bill duly pre-receipted with proper revenue stamp.

8. PAYMENTS TERMS

The payment shall be released as per the terms of payment given below on stage-wise completion of the services including submission of the deliverables and subject to acceptance, approval and certification by the Engineer-in-charge:

- 10% of the accepted value of contract shall be paid as mobilization advance after accepting the BG in the prescribed format (format shall be provided by the owner) towards advance amount.
- Item wise payment given in price schedule shall be as follows:
- 20% of the payment shall be made on completion of each item of field survey work on the basis of the acceptance of the measurements submitted by the contractor and verified by the Engineer.
- 30% of the payment shall be made on production of drawings based on the accepted rate and certification by the Engineer.
- 30% of the accepted value shall be payable on acceptance of the drawings and report submitted.
- Balance 10% of the accepted value shall be payable on approval and acceptance by the client.

Bank Guarantee shall be valid for a period of 18 months to be provided in the format agreed with WAPCOS Ltd. against the mobilization advance.

- All the invoices shall be supported by necessary documents and submitted for the certification of engineer-in-charge of which he will require minimum 2 days before the same are submitted for processing the payment within 14 days of certification of the Engineer-in-charge of the amount payable for services.
- In the event, there is any query in respect of any item, the same shall be notified by the engineer-in-charge within 5 days from the receipt of such invoice by WAPCOS that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of 15 days thereafter. If no mutual agreement can be reached during the said period, WAPCOS shall make payments against the balance of invoice within 28 days thereafter. The invoice for the balance amount shall be separately submitted for future consideration.

9. BILLS

- Payment to the contractor will be made based on actual quantities of work completed at the approved rates
- The Contractor shall submit all bills (in Triplicate) to the Engineer.
- No interest shall be payable by the owner for sum deposited as Security Deposit.
- The Security Deposit amount will be released after completion of defect liability period.

10. TAX DEDUCTION AT SOURCE.

Tax deduction at source will be effected on the payments made to the Contractor towards income tax at the prevailing rates and any other statutory tax levied by State/ Central Govt.

11. MOBILISATION ADVANCE

The mobilization advance if agreed upon shall be paid on production of an acceptance of Bank Guarantee from any Nationalized bank / scheduled bank for an equal amount as per the standard Proforma furnished in the bid. The advance shall be paid on production of a certificate by the contractor that he / they has / have mobilized necessary equipment required for carrying out the survey work as per the schedule and acceptance thereof by the owner.

12. INSURANCE:

The contractor shall at his/their own expense carry and maintain the following insurance with reputed insurance companies and shall indemnify the owner against all claims, liabilities, penalty which may be imposed by State/Central/Local authorities. WAPCOS reserve the right to inspect any or all necessary insurance covers provided by contractor to its workers or for equipments/ vehicle etc.

- Employees state insurance
- Loss of damage to equipment
- Accident or injury to workmen.

In addition to this following insurance will be arranged :

- Third party Motor Vehicle Liability insurance as per prevailing Motor Vehicle Act
- Third Party Liability insurance with a minimum coverage of Rs 5.0 Lacs (Rupees Five Lacs only)

- Professional Liability Insurance with minimum coverage of twice the contract price

The owner shall not be liable for or in respect of any damages or compensation payable by Law in respect or in consequence of any compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub contractor.

- Workmen's compensation.

13. SECURITY AND SAFETY RULES OF OWNER

- Contractor shall strictly abide by the rules and regulations of security and safety enforced by the Owner, Contractor shall provide proper identity cards, badges, etc. to his/their employees whenever directed by the Owner.
- Contractor, his/their employees and agents shall not disclose any information or drawing furnished to them by WAPCOS to any person or agency. All drawings, reports or any other information prepared by the Owner/ Contractor, either individually or jointly for the execution of the contract shall not be disclosed without prior written approval of WAPCOS. No photographs of the work or plant within the projects site shall be taken without prior written approval of the Engineer / WAPCOS.

14. LIQUIDATED DAMAGES FOR DELAY:

- The time stipulated in the contract shall be deemed to be the essence of the contract. In the event the contractor fails to adhere to the time specified in the 'Contract', or approved extended time then the contractor shall pay to the owner liquidated damages for such default and not as penalty as follows.
- The Owner shall levy L.D. at the rate of 0.5% of the total contract value of the work per week of delay or part thereof subject to a ceiling of 10% of the total contract value of the work.
- The owner may without prejudice to any other method of recovery deduct the amount of liquidated damages from any money in his/their hands due or become due to the Contractor either under this or under any other contract.
- 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.
- If the decision regarding the reasons for delay is required to be analyzed and the same can only be determined after completion of the work or if the issue is likely to enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be granted to the contractor subject to levy of LD and the amount equivalent to the maximum levy of LD leviable shall be withheld from the running bills at the stage where the balance payment may not be able to cover the LD and other obligations as per the provisions of the Contract.

15. FORCE MAJEURE

Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of this Contract insofar 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 this Contract.

Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (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 case 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 written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (i) demobilize, in which case the Consultant shall be reimbursed for costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

16. TERMINATION OF CONTRACT:

WAPCOS has right to terminate the contract if the contractor –

- has abandoned the Contract or
- without reasonable excuse has failed to commence the works or has suspended the progress of the work for 7 days after receiving from the owner written notice to proceed or
- is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his/their obligations under the contract

17. ARBITRATION

- Any dispute arising out of our relating to this Contract or the breach, termination or validity thereof, shall be finally settled by CMD, WAPCOS in accordance with the Arbitration and Conciliation Act 1996. The arbitration shall be held at New Delhi. The arbitration proceedings shall be conducted and the award shall be rendered in English. The award shall state the reasons upon which it is based.

18. PROVIDENT FUND

The Contractor shall be solely responsible for deduction and contributions under the Employees' Provident Fund Act, and Family Pension Scheme, as applicable from time to time. He / They shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said Act and Scheme. The documentary evidence for having complied with the PF regulation shall be produced on demand.

19. LABOUR

- The contractor shall make his/their arrangements for the engagement of all

labour, skilled and unskilled. No Contractor shall employ any person who is under the age of 18 years.

- The Contractor shall, in respect of labour employed by him, comply with or cause to be complied with the provision of various labour laws and rules as applicable to them from time to time in regard to all matters provided therein and shall indemnify the Corporation in respect of all claims that may be made against the Corporation for non-compliance thereof by the Contractor.
- Notwithstanding anything contained herein, the Engineer / Engineer's Representative may at his/their discretion take such actions as may be necessary for the compliance of the various labour laws and rules.

SECTION – E

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES FOR PREPARATION OF BASE MAPS, CONDUCTING TOPOGRAPHICAL SURVEYS FOR 1100 UNSEWERED AREAS AND INTEGRATION OF DATA IN GIS FOR THE DELHI AREA FOR MASTER PLANNING OF SEWERAGE SYSTEM

The broad scope of work for Topographical Surveys is indicated as follows:

1.0 THE SCOPE OF WORK AND SPECIFICATION

The brief scope of work involves the following:

- Preparation of base maps using satellite imageries of 0.6 m resolution or better, which is geo-referenced of the entire project location.
- Topographical survey for the enlisted 1100 Unsewered areas for approximately 2500 km length, at 30 m interval marking utilities present in project area above ground, road width, building edge, manholes, valves, reservoirs, tank and other land features and obstructions.
- GIS data development and integration in a single platform.

1.1 PREPARATION OF BASE MAPS

The agency/Firm should prepare the base maps for each of the listed villages/settlements as a separate entity in case if it is required need to be clubbed depending on shape and size for appropriate map preparation. The map should indicate the important features like roads, drains, /built-up areas, parks, water bodies, etc, as may be encountered, within the entity, as well as, the distinct boundary of the area with appropriate labeling and legends. The features within the villages/settlements can be located in the satellite imageries as per following specifications:

- Roads are to be marked with lines, demarcating along the road alignment, as a layout plan.
- The built-up areas within the entity should be shown as closed polygons without demarcating the individual household within the polygon.
- All important features including parks, water bodies, utilities, major infrastructure, railway tracks etc. shall be attributed appropriately.
- Base map should show nearby main roads and its linkages with the village boundary.

The Firm should verify the from available satellite imageries and prepare the base maps to meet the requirements at scale of 1:1000 and coordinate system of Projection: UTM-43N; Datum: WGS-84.

1.1.1 SUBMISSION OF BASE MAPS

- The Firm shall submit the base maps of the site in scale of 1:1,000, demarcating all permanent features like roads, drains, culverts, railways, water bodies, buildings, prominent landmarks, etc, as specified.
- All maps submitted should be geo-referenced.
- The Firm shall submit one hard copy and one soft copy in CD/DVD of all the maps for review and approval of the WAPCOS Engineer-in-charge. The softcopies should be in a SHAPE file format.
- After approval, one print of all the final base maps along with a set of the originals along with one set of all in SHAPE file format.
- All the maps and drawings should be prepared and submitted in the digital format.

1.2 TOPOGRAPHICAL SURVEYS

- The Firm shall carry out the Topographical Survey along the road alignments using Total Station instrument of renowned make with two sec accuracy and preparation of Plans (Maps) on a scale of 1:500 marking all the relevant physical features along the road, like nearest Building line/ corner, manholes, water lines (visible on ground), drains, wells (open and tube wells), trees, fences, roads (pucca and kuccha) defined as tar roads/metal roads/cart tracks//footpaths/Inner streets. including culverts and crossings, , other permanent objects like telephone posts, street light post and transmission towers, transmission lines ., as may be encountered upto the nearest propertyline/ building edge at both sides of the road. The spacing between two spot levels shall not exceed 30.0 m. and the contour interval shall be 0.5 m. The contour survey shall also capture sharp changes in levels such as moulds, ditches, cutting, The survey shall be carried out from property limit to property limit. The Level Survey shall generate;
 - Spot levels at locations with the project area at an interval not exceeding 30 m.
 - L-Section and cross section along both sides of roads, lanes and any water pipelines visible on ground on scale of 1:500. All Cross section shall be taken with reference to the central line; extended normally upto the buildings limit. Cross section to be taken at every 50m interval.
 - Contour maps at identified scope area, existing sumps, Pumping station, treatment plant and/or essential assets required for the study. The grids for the survey work, shall be established in N-S & E-W direction as directed

by the Engineer-in-charge.

- During survey work, the Firm may come across very narrow roads inside the village/ colony, which are seemed to be unsuitable for laying of sewer lines. Such roads should be surveyed only after consultation and approval of WAPCOS's Site Engineer or Engineer-in-Charge.
- Carrying out the Bench Mark (GTS/any other reference Bench Mark as approved by WAPCOS Engineer-in-charge) to site/sites under survey by double leveling, establishing the bench mark in the field.
- Providing necessary surveying instruments and all other tools and materials, labor and qualified surveyors, necessary transport, supervision by competent Engineer / Surveyors, full insurance and all other incidental items as may be necessary for successful completion of the work.
- The List of colonies/areas and the MAP indicating the tentative locations to be surveyed, is enclosed as Annexure-I, to this specifications for your reference.

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

The Firm must visit, on its own, the site prior to the submission of quotations, to acquaint himself fully with the nature, type and scope of work and involvement therein. The rates quoted shall remain firm during entire period of execution and till completion of the work and any additional claim for lack of knowledge shall not be entertained. However in case of change in quantity of work and variation in cited quantity the unit rate will be applicable on mutual understanding as per the project requirements.

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

1.2.1 CARRYING OUT AND SETTING UP OF BENCH MARKS

- The Firm shall carry out transferring of Bench Mark by double leveling from nearest GTS Bench Mark or available source as approved by the Engineer-in-charge and establish the same on a permanent Bench Mark. All subsequent transfer of levels shall be carried out with respect to this Bench Mark. The level and location of Bench Mark should be collected from DJB / WAPCOS's Site Engineer will provide necessary support for the collection of data from DJB. However if the Firm has the Bench Mark value, the same can be used after taking necessary approvals.
- In addition to the permanent Bench Marks at project site, levels shall be established on the permanent objects at every one km. sufficient

description about the objects and levels shall be maintained & mentioned in the survey report to facilitate locating these objects later on. The route for transferring the levels shall follow the existing roads wherever available and this route shall require the approval of the Engineer-in-charge.

- Transfer of Bench Mark by double leveling shall not be paid for separately and rates for this should be in-built in the rates for topographical survey work.
- Closing error in leveling should be limited to $12 \sqrt{L}$ mm, where L is the length of the route in km.

1.2.2 TOPOGRAPHICAL SURVEY AND MAPPING

- Positions, both in plan and elevation, of all natural and artificial features of the area. The scope of works shall include but not limited to
 - Buildings (including there storey, types and/or other essential features)
 - Water lines (visible on ground), Ground level Water tanks, Overhead tanks, Pump houses,
 - Sizes of drains/ nallah/ open drains (along and crossing the road),
 - Wells (open and tube wells), hand pumps.
 - Water bodies,
 - Trees,
 - All Roads (pucca and kuccha) Culverts and crossings, with its invert, size and type,
 - Other permanent objects like telephone posts, street light post and transmission towers, transmission lines etc.
 - Manholes and Sewer lines
- Please refer Annexure-II & III for above attributions. Any unusual condition or formations on the ground along the roads, locations of rock outcrops (if visible on the surface), possible aggregate deposits etc shall also be noted and plotted on the maps.

1.2.3 PREPARATION & SUBMISSION OF SURVEY MAPS

- The Firm shall submit survey maps of the site in a scale of 1:500 indicating the contour lines, demarcating all permanent features like roads, drains, culverts, railways, water bodies, buildings, power lines, natural streams, trees, telephone poles, street light poles etc.

- All the survey maps should be prepared in digitized forms using standard GIS software ArcGIS and should be delivered as shapefile in soft format. The layout of all the shapefiles should be as per WAPCOS format (the list of layers and attributes is attached) and as per the instructions of Engineer-in-charge.
- The Firm shall submit one hard copy and one soft copy in CD/DVD of all the maps for review and approval of the WAPCOS Engineer-in-charge as per above clause.
- After approval, ONE print of all the final maps along with a set of the originals along with one set in Soft format in Shape file Format in a CD/DVD shall be submitted.

1.3 GIS DATA DEVELOPMENT AND INTEGRATION

- **Digital conversion of proposed sewer network layout plans in GIS**

Proposed sewer network layout plans, as designed, for the Unsewered Areas to be provided to the Firm in AutoCAD drawings and the Firm should digitally convert the network data in GIS software so as to integrate the model in a single platform.

- **Existing network mapping**

Existing sewerage network, as provided by DJB in hard copies, will have to be digitized in order to integrate the proposed sewerage system with existing sewerage system at suitable junctions and corresponding locations.

- **GIS database updation**

Updation of GIS maps with existing sewerage network. Incorporation of the information collected through base maps & topographical survey and the condition assessment survey of manholes as provided by WAPCOS, in the GIS platform.

- **Data integration in GIS**

Data collected through the preparation of base maps and topographical survey should be integrated with the existing sewerage and drainage mappings in a single GIS based platform.

1.3.1 INPUT DATA COLLECTION

- Geo-referenced satellite imageries, with spatial resolution of 0.6m or better can be obtained from DJB in hard copies. The Firm should refer and use for preparation of the base maps.
- Existing GIS data for base map and sewer, available with DJB
- Layouts and maps available with DJB for sewerage network as may be required
- Administrative maps like Municipality boundary, ward, zone and sewer zones boundary
- Information collected through condition assessment survey by Lead Partner
- Input on New developments which are essential for the study and may not be included in Base map.

Preparation of base maps for unsewered Areas of Delhi is under the scope of work in this contract, The base maps will consist of linear features (like roads network , rail network, metro rail network); point features (like location of disposal and treatment facilities, important landmarks); polygon features (like water bodies, built up) that are interpretable using high resolution satellite images. Further, attributes will be assigned to these spatial features in GIS platform. The base map of the unsewered areas will be updated later using information collected through limited ground truth verification.

1.3.2 PREPARATION & SUBMISSION OF INTEGRATED GIS MAPS

- GIS Maps are to be developed incorporating all the relevant field data obtained from base map and topographical survey. Also the developed GIS Maps should be prepared as per WAPCOS's format so as to use as input datafile (shapefile) in the design software.
- The integration of the designed sewerage network for Unsewered Areas with the existing sewers (as provided by DJB in hard copies) are to be done only after finalization and approval of designs.
- The Firm shall submit one hard copy and one soft copy in CD/DVD of all the maps for review and approval of the Engineer-in-charge from WAPCOS.

PART – II PRICE BID

- Price bid is required to be submitted in the enclosed format of **Price Schedule**.
- Rates quoted by the Contractor shall be inclusive of all material, labour, instruments / equipments Sale Tax/ Service Tax, royalties and any other duty / Taxes revised by central, State Government or other public bodies.
- The rates quoted should be clearly written / typed both in figures and words and each rate should be initialed by the Contractor.
- The rates quoted for topographic surveys should also include for submission of output, drawings as under:
 - Three sets of final prints of all drawings / maps in the hard copy.
 - Three sets of Softcopy data on appropriate media such as CD-ROM.
 - Three copies of Report on Topographic Survey giving “scope of work”, “Methodology followed”, “Instruments” use, “list of Bench – marks” and such details which may be necessary for future reference.
- The bidder shall quote his/ their price against each item of the Schedule of Items and Rates.
- Rates shall be quoted both in figures and in words in clear legible writing No overwriting is allowed. All scoring and cancellations should be countersigned by the bidder. In case of illegibility, the interpretation of the Owner shall be final. All entries shall be in English language.
- bidder should quote rates against the items in the schedule of items for the work as fully described and content therein, No modifications to the work content in the items will be allowed.
- Any request from the Bidder in respect of additions, alterations, modifications, corrections, etc., of either terms and conditions or rates of his/their Bid after opening of Bids may lead to rejection of his/their Bid.
- On check if it found that there are differences between the rates given by the bidder in words and figures or in the amount worked out by him/them, the following procedure shall be followed.
 - When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the BIDDER, shall be taken as correct.

- When the amount for an item is not worked by the BIDDER or it does not correspond to the rate written either in figures or in words, then the rate quoted by BIDDER in words shall be taken as correct.
- When the rate quoted by the BIDDER in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the BIDDER shall be taken as correct and not the amount.

PRICE SCHEDULE -A

SERVICE FOR TOPOGRAPHIC SURVEY TO BE UNDERTAKEN IN DELHI

Sl. No	Description of Item	Qty.*	Unit	Rate (figures) in Rs.	Rate (in words) in Rs.	Amount (in Rs.)
1.	Preparation and Submission of Base Maps as specified in the Clause 2.1.	1100	Nos.			
2.	Topographical survey using Total Station of The Project Area, showing all permanent objects, carrying the GTS BM from nearest available source and establishing at locations indicated and detailed contour survey by taking spot levels at not more than 30 m intervals, constructing BM at suitable intervals and reference pillars (as per WAPCOS engineer in-charge), specifications of the area surveyed including preparation of survey maps indicating grid lines, contour lines at 0.5 m intervals and demarcating permanent feature etc on a scale of 1:500 for the area surveyed & finishing one reproducible original and one soft copy of various drawings as per specifications (Clause 2.2).	2500	km			
3.	Grid survey for the area demarcated for pump houses, sump , treatment plant etc. for 5 m x 5m.	200	sqm			
4.	Data development and integration in GIS based platform.	1100	Nos.			
	Sub- Total					
	Service Tax (As applicable)					
	Total					

Note : The rates are to be quoted based on the unit of items given in the above table against each item. All payments shall be made on actual work/quantity executed at site, after due verification by WAPCOS engineer-in charge. In case, if the quantity of the above items increases/decreases, the extra payment/recovery shall be made as per the rates quoted in the above table.

Signature and Stamp of

CONTRACTOR

STRUCTURE AND ORGANISATION :

1. Name of the applicant
2. Nationality of the applicant
3. Office Address
 - Telegraphic Address
 - Telephone Number
 - E-mail Address
 - Fax Number
 - Income Tax PAN Number
4. Date and location of establishment
5. The Applicant is :-
 - a. An Individual
 - b. A proprietary firm
 - c. A firm in Partnership
 - d. A limited company or corporation
 - e. A group of firms/joint venture and each group of firm (if yes, give complete information in respect of each partner)
 - f. A group of companies
6. Attach the organization chart showing
 - The structure of the organization
 - Including the name of the directors
 - And position of officers.
7. Number of years of experience
 - a. as a prime contractor (contractor :**
 - shouldering major responsibility)
 - i. in own country
 - ii. In other countries (Specify countries)
 - b. In a joint venture**
 - i. In own country
 - ii. In other countries(specify countries)
 - c. As a sub-contractor**
 - ii. in own country
 - iii. in other countries (Specify countries)
8. Last three years turnover of the organization along with copy of audited balance sheet.
9. Current Solvency Certificate/ Credit Certificate from bank
10. Give details of Technical Manpower available with the firm (enclose brief CV's for the same)

11. Name and address of any associates of the applicant in India having knowledge in the procedural formalities of Customs, immigration, taxes and other information as may be deemed necessary to do the work.
12. When your organization was established? For how many years has your organization been in business under its present names? What have been your fields? Whether any new fields were added in your organization? And if so, when.
13. Were you ever required to suspend construction works for a period of more than six months continuously since you started? If so give names of projects and reasons of failure.
14. Have you ever not completed any work awarded to you? (if so, give names of projects and reasons for not completing the work).
15. In how many projects you were imposed penalties for delay? Please give details.
16. In which fields of Civil Engineering work you claim specialization and interest.
17. Give details of your experience in the work of Topographic Survey, contouring and preparation of drawing for such works.

Signature of the Applicant
(Name of Applicant)
(Seal of Company)

DETAILS OF AVAILABLE EQUIPMENT AND INSTRUMENTS

S.NO.	Equipment Description	Nos.	Capacity & Make	If Owned by Bidder		If likely to be purchased by Bidder, expected date of purchase	If to be borrowed/hired		Remarks
				Present Location	Date of availability		Source of Hiring	Reference of consent letter	
1	2	3	4	5		6	7		8
1									
2									
3									
4									
5									

SIGNATURE OF BIDDER:

NAME OF BIDDER:

COMPANY SEAL:

PAST EXPERIENCE DURING LAST 5 YEARS

S.NO.	DESCRIPTION OF THE WORK	POSTAL ADDRESS OF CLIENT & NAME OFFICER-IN-CHARGE	CONTRACT VALUE (RS IN LAKHS)	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF ANY
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							
7							

Note : Enclose Completion Certificates alongwith sampls of work done

SIGNATURE OF BIDDER:

NAME OF BIDDER:

COMPANY SEAL:

GUARANTEE TOWARDS SECURITY DEPOSIT

1. This guarantee has to be furnished by a Nationalized Bank of Scheduled Bank .
 2. The Bank Guarantee should be furnished on a Non-Judicial Stamp paper of value not less than Rs.100 (Rupees One Hundred)
 3. The stamp paper should be purchased in the name of Bank Executing the Guarantee.
-

Date:
Bank Guarantee No.

To,
M/s. WAPCOS Ltd.,
76-C, Sector-18,
Gurgaon (Haryana) -122015

Dear Sir,

1. In consideration of the WAPCOS Ltd., hereinafter referred to as the OWNER, which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assigns, having awarded in favor of M/s.

_____ having its registered office at _____ hereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns a Contract, hereinafter “referred to as the CONTRACT” for the terms and conditions set out interalia, in the OWNERS Contract / Letter of Intent No. _____ Dated _____ as well as “Contract” documents valued at Rs. _____ (Rupees _____ Only.) and the same having been unequivocally accepted by the CONTRACTOR and The CONTRACTOR having agreed to provide a security deposit for the faithful performance of the entire “CONTRACT” including the warranty obligations/liabilities under the “CONTRACT” equivalent to _____10% of the said value of the contract to the owner amounting to _____Rs. _____(Rupees _____) as contract security in the form of Bank Guarantee.

2. We _____(NAME) _____(Address) hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof. Include its successors, administrators,

representatives and assigns do hereby irrevocably guarantee and undertake to pay the OWNER merely on demand without any previous notice and without any demur and without referring to any other source any and all money payable by the CONTRACTOR by reason of any breach, any and all money payable by the said CONTRACTOR of any terms and conditions contains the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" to the extent of _____% of the Contract price up to _____month/year) any such demand made by the owner on the bank shall be conclusive and binding absolute and unequivocal notwithstanding any difference between the owner and contractor or any dispute or disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee here in contained shall continue to be enforceable till this sum due to the owner is fully paid and claims satisfied or till the owner discharges this guarantee.

3. The Bank, further irrevocably guarantees and undertake to pay any and all money due and payable by the contractor by reasons of Non-fulfillment of any of the contractor stipulation.

Without any demur, merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the owner by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract or by reason of contractor's failure to perform the work.

4. The owner shall have the dullest liberty without affecting in any way the liabilities of the Bank under this guarantee from time to time, to extent the time of performance by the CONTRACTOR. The Bank shall not be released from its liabilities under these present by any exercise of the owner of the liberty with reference to the matter aforesaid.
5. The owner shall have fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any power vested in them or of 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 owner and the contractor or any other course or remedy or security available to the OWNER and the BANK shall not be released of its obligations/liabilities under these present by any exercise by the OWNER of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance of other acts of omission or commission on part of the OWNER or by any other indulgence shown by the OWNER or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank under this Guarantee. The Bank further undertakes not to revoke this guarantee during its currency except without previous consent of the OWNER.
6. The bank further agrees that the decision of the OWNER as to the failure on the part of the CONTRACTOR to fulfill their obligations as aforesaid and/or as to the amount payable by the bank to the OWNER hereunder shall be final conclusive and binding on the BANK.
7. the Bank also agrees that the owner shall be entitled at his option to enforce this guarantee against the bank as a principal debtor, in the first instance not withstanding any other security or guarantee that it may have in relation to the contractor's liabilities.
8. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor's.

9. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and it will remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s. _____ on whose behalf this guarantee has been given. Dated at _____ this _____ day of _____ 200....

10. BG shall have claim period of six months

SIGNATURE

(Printed Name)

Designation

Staff code No.

Bank's Common Seal

Attorney as per power of

Attorney No.

Dated.

WITNESS-1

Signature

Name in Block Letters

Designation

Address

Date

WITNESS-2

Signature

Name in Block Letters

Designation

Address

Date

PERFORMA FOR CONTRACT AGREEMENT

THIS AGREEMENT made on the2007

Between the (herein after called “Water & Power Consultancy Services Ltd.” (WAPCOS) on the one part and M/s.....(herein after called “The Contractor”) on the other part.

WAPCOS has accepted the offer of the Contractor for the work of Topographic Survey, preparation of Drawings / maps and Reports of survey work for **Delhi**.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Term and Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and constituted as part of this agreement, viz:

Part - I

- (a) Section A, Notice Inviting Bid
- (b) Section- B, Definition of Terms
- (c) Section – C, Instructions to bidder
- (d) Section – D, General Conditions of Contract.
- (e) Section – E, Scope of work and Technical Specifications.

Part - II

- (f) Price Schedules.
- (g) The Annexure – I to X.
- (h) Any and all addenda or Modifications to the above: and
- (i) Letter of Acceptance of Tender / Work Order.

3. In consideration of the payments to be made by the **WAPCOS** to the **Contractor** as herein after mentioned, the Contractor hereby covenants with the WAPCOS to complete the work in conformity in all respects with the provisions of the Contract.

4. The **WAPCOS** hereby covenants to pay the **Contractor** as per the agreed rates of various items for carrying out the consultancy work for Topographic Surveys for **Delhi** as per quantities and specifications given in Part – II PRICE SCHEDULE of Contract Documents or such other specifications relating to payment by final measurement at rates in consideration of the Topographic Survey and completion of the work at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties have herein to set their respective hands and seals the day and year first written.

Signed, Sealed and Delivered by:

(For Contractor)

In the Capacity of :

On behalf of “ **(Name of Firm / Contractor)** ”

In the presence of:

Signed and Sealed and Delivered By:

(On Behalf of WAPCOS)

In the capacity of: _____

WAPCOS Ltd.

In the presence of