



OFFICE OF THE NOTIFIED AREA COUNCIL

DASPALLA, NAYAGARH

PHONE NO.0675-7220005, E-MAIL ID:-[nacdapalla@gmail.com](mailto:nacdaspalla@gmail.com)

LETTER NO.2100

DATE:08.08.2023

EXPRESSION OF INTEREST (EOI)

FOR CONDUCTING DRONE SURVEY, HYDROGRAPHIC SURVEY FOR REJUVENATION OF WATER BODIES

The Executive Officer on behalf of Notified Area Council, Daspalla invites Expression of Interest (EOI) for authorized Vendors/ Firms/ Agencies for conducting Drone Survey, Hydrographic Survey for Rejuvenation of Water Bodies.

Date of issue of Tender Paper	: From 09.08.2023 to 19.08.2023
Last Date for receipt of Sealed Tender	: 19.08.2023 up to 5.00 PM
Date & Time of Openning Technical Bid	: 21.08.2023 at 11.00 AM
Date of Time of Opening Financial Bid	: 21.08.2023 at 3.00 PM
Place of Opening	: Office of the NAC, Daspalla

Interested Vendors/ Firms/ Agencies are required to purchase bid documents on payment of Rs.1000/- from this office during office hours along with the Bid. The bidder should deposit EMD/Bid Security amounting to Rs.4000/- in favour of the Executive Officer, NAC, Daspalla. Offers received without paper cost receipt & EMD Quotation documents will be rejected.

-Sd-
Executive Officer
NAC,Daspalla

TENDER DOCUMENT

CONDUCTING DRONE SURVEY, HYDROGRAPHIC SURVEY

FOR

“REJUVENATION OF WATERBODIES”

UNDER JURISDICTION OF

DASPALLA NAC

DIST: NAYAGARH

NOTICE INVITING TENDER (NIT)

**The project envisages conducting Drone Survey, Hydrographic Survey
for rejuvenation of water bodies under jurisdiction of Daspalla NAC**

Notice No. : 2100

Dated: 08.08.2023

1.0 Daspalla NAC invites tender from experienced, competent and eligible Bidders in two envelope system for Conducting Drone Survey, Hydrographic Survey for preparation of DPR for “Rejuvenation of Water bodies” Under Jurisdiction of Daspalla NAC” as scheduled below :-

2.0

Name of the work	Conducting Drone Survey, Hydrographic Survey for “Rejuvenation of Water Bodies” under Jurisdiction of Daspalla NAC
Employer/Owner	Daspalla NAC
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	30 days reckoned from the date of issue of Work Order.
Cost of Tender document	Rs.1000/- (Non – refundable)
Earnest Money Deposit (EMD)	(Demand Draft from any scheduled bank should be in favor of Executive Officer, Daspalla NAC payable at Daspalla for an Amount of Rs. 4000/-)
Date of issue of Tender paper	09.08.2023 to 19.08.2023

Last Date of Selling Tender Document	Up to 17.00Hrs. on dated 19.08.2023
Last date of submission of Technical and Financial Bid	Up to 17.00Hrs. on dated 19.08.2023
Date & time of opening of Technical Bid	At. 11.00 Hrs. on dated 21.08.2023 at Council Hall of Daspalla NAC
Date & time of opening of Financial Bid	At. 03.00 PM on dated 21.08.2023 at Council Hall of Daspalla NAC
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 successful completion of the work.
Commencement of work	Commencement of work after issue of Letter of Award.
Price Adjustment	The rates quoted by the Bidder shall be firm & fixed
Exemption in EMD for Micro & Small Enterprises registered with NSIC/MSME: 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 Daspalla NAC, 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.	

3.0 The tenders shall be submitted through Registered Post/Speed Post addressed to:-

Executive Officer
Daspalla NAC
Nayagarh, Odisha.
PIN- 752084
E-mail:- nacdaspalla@gmail.com

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

Entire Bid Documents related to eligibility criteria and Financial Bids are to be submitted offline only through Post Office.

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) can also be submitted physically (hard copy) on or before the last date of submission of Tender.

- 5.0 Corrigendum, if any, published, would appear only on the Office Notice Board.
- 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 and binding to the Bidder.
- 7.0 In case the office of Daspalla NAC 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 out rightly 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 17.00 Hrs. on dated 19.08.2023 through e-mail : nacdaspalla@gmail.com addressed to Executive Officer Daspalla NAC
- 10.0 Daspalla NAC 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 Executive Officer, Daspalla NAC is final and binding on all the parties.

For and on behalf of Daspalla NAC

**-Sd-
Executive Officer
Daspalla NAC**

INSTRUCTIONS TO BIDDERS

1.0. Availability of Bid Document and Bid Submission

The Bid documents can be available in Office of the Notified Area Council, Daspalla with effect from 09.08.2023 to 17.00 Hrs. on Dt. 19.08.2023.

The entire bid-submission would submissions are as follows:

- Technical Bid (Envelope-I of the Tender Document)
- Financial Bid (Envelope-II of the Tender Document)
- Both technical bid and financial bid to be submitted offline, through Registered Post/Speed Post / by hand on or before the specified due date and time.

1.01. 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 1.2 – Bidding Document”
- Originals of EMD, Tender Document fee in the form of Demand Draft.

1.02 Tender Fee

The Tender Fee Deposit as mentioned in NIT and shall also be submitted in physical form in courtesy of Executive Officer, Daspalla NAC payable at Daspalla.

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 consider themselves eligible and they are in possession of all the documents required.

Format of Check List				
S.N.	Particular of Document	Yes	No	Page Nos. From-to
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)	Eligibility Criteria: 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 DGNSS 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. (Form-C).			
g)	Copy of P.F and PAN Number.			
h)	Goods and Service Tax (GST): 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. 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). 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. NOTE: 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. (Form-D).			
k)	Letter of understanding the project site on bidder's Letter Head (Form-E).			
l)	No Deviation Certificate in prescribed format in Bidder's Letter Head (Form-F).			
m)	Bidder shall submit Information on litigation history in bidder Letter Head (Form-G).			
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 Nayagarh Municipality			

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-fulfillment 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.

If the bidders are in a position to give audited balance sheet , they may provide it in form A. in annexure A those who are new in this field they may provide the undertaking in their letter head for financial sufficiency to execute the work.(As form A , Clause .02) (Arrangements).

2.5 Offline Submissions of Technical Documents

The Bidder shall submit following Technical Document along with the Bid Documents.

2.5.1 All the documents in ORIGINAL, 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.

2.5.2 **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.

The offline submissions as mentioned above shall be submitted on Daspalla NAC address mentioned in NIT as per date and time mentioned in NIT otherwise bids are liable to be rejected.

2.6 Contents of Financial Bid

The Financial Bid should be submitted separately along with Technical Bid, before last date and time of submission of Bidding 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 Agency.

The Goods and Services Tax (GST) shall be paid extra over quoted cost to Agency.

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 Agency 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 Agency 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 Agency to quote the rate accordingly.

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

Note:- The Daspalla NAC 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 and time mentioned in NIT.

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 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 Agency (Successful bidder to whom the work is awarded by Daspalla NAC) and his staff, shall be paid and/ or borne by the Bidder and Daspalla NAC shall perform duty of deduction from 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 01 (one) year 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 DRONE SURVEY

6.1(a) Scope of Work

Topographic and Hydrological Cross Section Survey using Photogrammetric Technique by Un-manned Aerial Vehicle (UAV) / Drone in combination with DGPS / DGNSS Receiver' or 'similar arrangement with LIDAR, in connection with Hydrological study for 04 (Four) Nos. of Water Bodies located at the location mentioned below. The exact boundary of the study area will be indicated in detail, along with the award letter to the successful bidder. The project area will be confined within the administrative boundary of Daspalla NAC.

Sl. No.	Name of the Water Body	Actual Area of Reservoirs
1.	PRUSTI SAGAR POKHARI	6.00 Acre/ 0.024 SQ.KM
2.	JOGIBANDHA POKHARI	3.00 Acre/ 0.012 SQ.KM
3.	NATIKA POKHARI	3.00 Acre / 0.012 SQ.KM
4	KHANDAPADA SCHOOL POKHARI	1.00 Acre/ 0.004 SQ.KM

The total area to be surveyed, actual area including catchment area, with natural drainage pattern, Buffer Zone area wherever required. 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/ increase in area to be surveyed.

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.

6.1.(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 whatsoever 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. Daspalla NAC shall not be responsible for any mis happening/ loss/ damage of equipment or human resource or due to some natural calamities caused during the course of the work. The agency shall be fully responsible and shall take full care of any mis happening, accident, disaster, or any unforeseen circumstances while doing survey work. Any consequential legal/financial/judicial matters shall be full liability of the agency. Daspalla NAC, shall not be liable in whatsoever manner.
5. Survey drawings shall be the copy right of the Daspalla NAC. 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.

6.1.(c) Data Capture Specifications

Scope of Drone Survey

1. The Drones to be used in the Survey should be equipped with all the mandatory sensors e.g. Autonomous Flight Termination System (AFTS) or Return Home (RH) option, flashing anti-collision strobe lights, memory Card, Flight Controller with flight data logging capability, Detection and Avoid Collision capability.
2. The camera used in the Drone should be of minimum 20 mega pixel or above resolution RGB camera with capability to capture high quality undistorted pictures. Camera should have there solution to capture the images less than 5cm Ground Sample Distance (GSD) or 5cm perpixel.
3. In order to ensure the generation of the elevation model photogrammetrically (e.g. Digital Surface Model (DSM) and Digital Terrain Model (DTM), images should be acquired with proper overlap. The Drone survey should be planned in such a way that the forward (front) overlap should be minimum 70% and lateral (side) overlap should be minimum 70%.
4. The survey should cover the entire area to capture all image. The flight path plan and the numbers of flights taken shall be responsibility of the Agency, so as to cover the entire area along with output data.
5. Before undertaking Drone Survey, at least five GCP (Ground Control Point) per sq. km./ part thereof with calibrated DGPS must be established. The GCPs should be well

- distributed all over the Survey area. The error of GCP should be less than 5cm. The GCP top should be marked with YELLOW or WHITE colored "CROSS" or "PLUS" signage, which should be captured by the Drone Camera.
6. In order to maintain consistency in quality of images, it is recommended to carry out the Drone survey in better light condition.
 7. The Co-ordinate reference system to be used for acquiring the Drone survey images should be in Geographic Reference System with WGS-1984 Datum and in Decimal Degrees / Degree, Minute, Seconds, as units. The same Ortho-mosaic map shall also be submitted in the Universal Transverse Mercator (UTM) with WGS-1984 datum and units as Meters.
 8. Data output and formats:

Sl. No.	Data type	Format	Pixel/cm
1	Orthomosaic Image	.tiff (geo tiff)	5cm
2	Digital Elevation Model (3D) - DSM &DTM	.tiff (geo tiff)	15 cm for both
3	Point cloud	.las/.dxf/.dwg	
4	Contours (One Mtr. interval)	.shp / .dwg (geo tagged)	
5	GCPs data	.shp and MS-Excel	
6	RMSE (Root Mean Square Error) Report	.txt/ .doc/pdf	

9. The Authority reserves the Right for checking the accuracy of the Survey Output, with respect to Horizontal and vertical Control.

610 Drone Imagery Specifications

GSD (Ground Sample Distance)	05 cm
Bands	R G B (Three band natural colour imagery)
End overlap	70% minimum
Side overlap	70% minimum

Collection condition	<p>As pre following conditions:</p> <ul style="list-style-type: none"> • Sun angle no less than 30 degrees to minimize shadow • 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. • Cloud free with minimal smoke, smog, fog and dust. • Minimum soil moisture and after sufficient gap after rainfall. • 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.
Horizontal Accuracy	10cm GSD or better for the ortho-photo generated.
Radiometric Resolution	Minimum 8 bit per band in accordance with chosen image format
Horizontal Datum	The World Geodetic Datum (WGS-84).
Map Projection	The coordinate system for all deliverables is the Universal Transverse Mercator (UTM).

6.2 HYDROGRAPHIC SURVEY

6.2 (a) Brief Scope of Work

(i) ***Bathymetric survey shall be carried out as follows:***

Cross sections are to be undertaken at interval of 5 Metre x 5 Metre grid Interval within the stretch of Water Bodies.

- (ii) The survey shall be undertaken at the point of intersection of polluted drains / water spread area, as decided by Engineer-in-charge. Width of the water bodies may vary depending on the topography.
- (iii) Agency has to establish 1 No. of TBM, showing X, Y & Z co-ordinates, for longitude, latitude and Reduced Level.
- (iv) Establishing vertical control (accuracy +0.1m) and establishing bench mark (accuracy + 50 millimeter) at suitable interval. Transfer of Bench Mark/datum w.r.t. MSL.

- (v) Establishing horizontal control and marking of selected points, on the banks, at suitable intervals. (accuracy ± 50 millimeter).
 - (vi) Scope of Bathymetric Survey using dual frequency Echo Sounder with DGPS (Beacon Based) and "Hypac" Software acquisition and processing Software on Water Bodies.
1. Before commencement of surveys the DGPS should be calibrated on a TBM/BM to the specified accuracy. Echo sounder shall be checked and calibrated daily before and after survey by means of bar check/lead line etc.
 2. The proposed survey boat should be equipped with DGPS (Beacon Based), Echo sounder, Hypac Max acquisition and navigating software or equivalent, Qualified Hydrographic Survey personnel for conducting bathymetric surveys and provide survey charts in required numbers after duly processing the above acquired data using HYPAC MAX Processing System or equivalent.
 3. The proposed boat for survey should have minimum speed and sufficient deck space to place all electronic/survey equipment and should have compatibility to the other equipment of vessel and should be able to maneuver at low speeds.
 4. Survey in grid of minimum 5m for hydrographic surveys to be carried out in the water body boundaries, any suitable scale (1:1000, 1:500 or 1:200) as desired by the Engineer In-charge.
 5. The soundings/depths are to be taken at an accuracy of 0.10m and reduced to MSL.
 6. The depth/heights shall be plotted in meters and decimetre.
 7. Necessary permission for execution of work has to be taken by the Agency at his cost.
 8. The vertical control/water level is to be established with respect to the MSL. The water level is to be taken at every 15 minutes during the course of bathymetric survey.
 9. Raw data of bathymetric survey is to be handed over to Executive Officer on completion of survey.

For monitoring the surveys work, the Agency shall provide access to their Survey Vessel/Boat to Employer's representative

6.2 (b). Technical Specifications

Establishment of Bench Mark

The levels shall be on the basis of GTS bench marks in the vicinity, if available. The Agency 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 benchmark of suitable type shall be built to survey of India standards. Value of bench marks shall be established to accuracy better than ± 5 millimeters.

6.2 (c) . Establishment of Horizontal control and marking the selected points on banks

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

6.2 (d) . Establishment of Vertical Control

The vertical control shall be established with suitable water level gauges and/ or GTS Bench Marks, if any, 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 free flow 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, leveling between bench marks and to determine water level gauge zero etc. The leveling 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.

6.2 (e) Position Fixing

For position fixing the Agency shall use a suitable position fixing equipment with horizontal positional accuracy of + 1 m. The Agency 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).

6.2 (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 Daspalla NAC. 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 Agency 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 Conducting 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 Agency shall also integrate the topographic survey map with hydrographic survey. The topographic survey map will be prepared and developed by Bidder.
- (v) The Agency 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.

Deliverables

The activity involves Conducting Detailed Topographic & Hydrographic Survey to develop the latest plan form of showing details of latest position empanelment and other permanent features like bridges, roads, highways, habitation, marginal bunds, vegetation etc. in stretch.

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.

7.0 AWARD OF WORK

- 7.1** 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).
- 7.2** 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 to complete the work in time.
- 7.3** Not-with standing 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.

8.0 TERMS AND CONDITIONS

- 8.1** 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.
- 8.2** The bidder shall mobilize the required manpower and machineries at Project Site within 07 days from issue of Letter of Award.
- 8.3** 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.
- 8.4** 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.

9.0 A) PERFORMANCE SECURITY

- 9.1** 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.
- 9.2** EMD of successful tenderer shall be retained until Performance Bank Guarantee (PBG) is submitted.

- 93** 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.
- 94** Performance guarantee shall remain valid for period of 3 months or one month from the date of release of final payment whichever is later.

10.0 SECURITY DEPOSIT

Security Deposit of 5% (Five Percent only) of Contract value will be deducted in each RA bill and will be paid after successful completion of the work and audit.

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 Daspalla NAC.

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.

12.0 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.

12.1 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.

12.2 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.

- 12.3** 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.

- 12.4** 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.
- 12.5** The contractor shall submit weekly progress report to site engineer of Daspalla NAC. The contractor shall equip their site in charge with mobile phone to facilitate communication and control over work progress.
- 12.6** 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 Daspalla NAC at any stage.

13.0 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.

14.0 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 Executive Officer, Nayagarh Municipality, 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 Nayagarh and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Nayagarh. 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 Nayagarh”.

Quotation

**CARRYING OUT DRONE SURVEY, HYDROGRAPHIC SURVEY, SOIL
TESTING FOR PREPARATION OF DPR FOR REJUVENATION OF
WATERBODIES" UNDER JURISDICTION OF DASPALLA NAC**

To,
Executive Officer
Daspalla NAC
E-Mail:-nacdaspalla@gmail.com

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

BILL OF QUANTITIES (BoQ) AND SCHEDULE OF PRICE

Sl. No.	ITEM	QTY	UNIT	Rate (in rupees) Both in Words & Figures)	Total Value in Rupees
1	Scope of work as per Clause (Drone Survey)	3.00 SQ.KM	per square km.		
2	Scope of work as per Clause (Hydrographic Survey)	13.00 Acre.	per Acre of water spread Area		
	Total				

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.
- D) The Water Bodies may increase for all the above survey work, accordingly the payment will be paid.

Date:

Place:

Signature of Bidder
Name and Stamp

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

To,

Executive Officer
Daspalla NAC
E-Mail:-nacdaspalla@gmail.com

Subject: Carrying Out Drone Survey, Hydrographic Survey, for Preparation of DPR for rejuvenation of water bodies in Daspalla NAC.

Ref:- NIT No:-

Dear Sir,

- i) I/We downloaded / obtained the tender documents (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 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

Sl. No.	Particulars	Details Submitted by Bidder
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 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 **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 equipment's, 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,

**Executive Officer
Daspalla NAC
E-Mail:-nacdaspalla@gmail.com**

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,

**Executive Officer
Daspalla NAC
E-Mail:-nacdaspalla@gmail.com**

Subject: Litigation History, Liquidated Damages, Disqualification for (Name of the 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

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

* 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.

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.

Name of Personnel	Signature	{day/month/year} Date
Name of authorized Representative of the Contractor	Signature	{day/month/year} Date

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' name) with its Registered Head Office at _____ (herein after 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 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" (here after 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 up to _____ 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 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 Daspalla NAC on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- Our liability under this guarantee shall not exceed Rs._____ (Rupees _____ only);
- This bank guarantee shall be valid up to _____ and
- Our liability to make payment shall arise and we are liable to pay the guaranteed amountor 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

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 _____ (herein after 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 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" (here after 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 _____ (herein after 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 up to _____ 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.

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 (note 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.

WITNESS

(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Signature)

(Name)

(Designation with bank stamp)

Attorney as Power of Attorney
No. _____ dt. _____