



**Veer Surendra Sai University Of Technology, Burla, Sambalpur,
Odisha – 768018**

TENDER NOTICE NO: VSSUT/CIVIL/ 712

DATED: 21/04/2022

TENDER FOR "Geospatial database generation and field-based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by VSSUT Burla."

Sealed Tenders are invited from interested, eligible registered firms /companies/ proprietors/societies for award of work mentioned above on the terms and conditions as detailed in the Tender documents and the following Annexures.

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|---|----------------------------|
| a. List of works to be done | ANNEXURE-1 |
| b. Check list for preparation of Bid/Tender | ANNEXURE-2 |
| c. Instruction to tenderer and tender processing formalities. | ANNEXURE-3 |
| d. Letter of Undertaking and Format of particulars of tender | ANNEXURE-4 & 4A |
| e. Financial Capacity | ANNEXURE-5 |
| f. Price bid /quoted price format | ANNEXURE-6 |
| g. General Conditions of Contract (G.C.C.) | ANNEXURE-7 |
| h. Special Conditions of Contract (S.C.C.) | ANNEXURE-8 |
| i. The Tender documents can be downloaded from the VSSUT, Burla Website, i.e., www.vssut.ac.in and be submitted with requisite Tender Cost. | |

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2. Important Information:

- a. The Last date and time of submission of the Tender is 30/04/2022 (11:00AM)
- b. The Technical Bid of the tender shall be opened on Dated 30/04/2022 at 12.30PM.
- c. The EMD of Rs. 10000/- (Rupees Ten Thousand only) and Tender Cost of Rs. 1000/- (Rupees One Thousand only) are payable, in the shape of Cheque or Demand Draft in one separate sealed cover, to the Registrar, VSSUT, Burla-768018 through Speed Post only along with two separate sealed covers one containing the Technical and the other the Financial Bid within the aforesaid last date and time of submission of the Tender.

3. Nature and Scope of Work

- I. The contract involves geospatial data base generation on cadastral based temporal Land Use features, drainage & water bodies, waterlogged areas, DEM, contour at 0.2 meter interval and crowd sourcing based information of all amenities/infrastructures for Sambalpur town & its peripheral drainage catchment. The firm/vendor is also to carry out ETS based cross section and longitudinal section survey along the identified drainage channels and generate corresponding drawings in CAD & GIS environment. The cross sections of the drainage channel are to be taken at every 500m interval and at shorter interval at curves and at other strategic locations. All the outputs are to be developed in Geodatabase format along with a report containing all maps and statistics to be submitted in soft and hard copies during validity of the contract.
- II. The contract will be basically item/unit rate contract and the agency/contractor shall be fully responsible for control, management and supervision of the manpower engaged in survey field work and office work. The agency/ contractor shall contact the Experts related to the said project in the Department of Civil Engg., VSSUT, Burla for any clarification on the work and before starting the survey or other works. The work should be up to the satisfaction of the Experts of the said project.
- III. The period of the contract will be forty-five days from the date of issue of work order subject to the satisfaction of the Experts of the said project, Dept of Civil Engg., of this University
- IV. The contract price shall be inclusive of all taxes and duties except G.S.T. The Contractor is to bear all incidental cost/tax connected to the execution of the contract.
- V. The work may be divided among more than one party if they agree with lowest price determined in the tender process.
- VI. The VSSUT reserves its rights to cancel any or all tenders without assigning any reason and EMD shall be returned within one month of cancellation of the Tender/s.
- VII. Revocation of/withdrawal from the Tender at any stage before or after opening of price bid shall entail forfeiture of the EMD.
- VIII. Bringing in outside influence or entering in to unsolicited correspondence/ communication will entail rejection of the tender and a proceeding for blacklisting of the tenderer.

4. ELIGIBILITY:

- I. **Status:** -The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership, Limited Company or Society registered under the Companies Act or the Societies Registration Act as the case maybe. A Bidder in the form of JV/consortium may also submit tender. A proof on the status the bidder has to be submitted. The firm should have its Zonal or Regional headquarter in Odisha/Sambalpur or, after award of contract to the successful bidder, open its Zonal or Regional Office in Odisha/Sambalpur.
- II. **Financial Capacity:** The bidders should have the minimum turnover of Rupees Twenty Lakhs (Rs. 20 Lakh) during the last two financial years. Relevant documents supporting the

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above shall be submitted along with the Technical Bid documents failing which the tender shall be treated as invalid. The firms must be willing and/or capable to sustain itself financially till the bills are processed and payment released.

- III. **Experience:** The tenderer must have at least three years' experience in the similar works of surveying and report generation.
- IV. **Desirable:** Weightage shall be given to the tenderers with experience and reputation of similar works of surveying and report generation services in state / national level institutions.
- V. **Registration:** The Bidder should have been registered under GST Act, Employees Provident Fund Organization/ Employees State Insurance Corporation and should possess valid labour license as per labour laws. Relevant documents in support of the same shall be submitted along with the Technical Bid.

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ANNEXURE-1

LIST OF WORKS TO BE DONE

Sl. No.	Description of Items	Area	Rate per Square Km. (Rs.)	Amount
1	Geospatial data base generation on cadastral based temporal Land Use features, drainage & water bodies, waterlogged areas, DEM, contour at 0.2-meter interval and crowd sourcing-based information of all amenities/infrastructures for Sambalpur town & its peripheral drainage catchment.	Sambalpur town & its peripheral drainage catchment.		

Sl. No.	Description of Items	Area	Rate per Km. length (Rs.)	Amount
2	ETS based cross sections and longitudinal survey along the identified drainage channels and generate corresponding drawings in CAD & GIS environment. The cross sections of the drainage channel are to be taken at every 500m interval and at shorter interval at curves and at other strategic locations.	Drainage channels of Sambalpur town & its peripheral drainage catchment.		

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ANNEXURE-2**CHECKLIST FOR TENDERER**

Sl. No	Particulars	Yes/No	Page No.
1.	Have you properly read the Tender Call Notice, filled in and signed the details in tender documents and enclosed relevant documents?		
2.	Have you read and understood the various conditions of the Tender and are you willing to abide by them?		
3.	Have you submitted the DD for EMD of Rs. 10,000/- and Tender Cost of Rs.1000/- to the Registrar VSSUT, Burla through Speed Post?		
4.	Have you taken printouts of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted them properly and chronologically?		
5.	Have you attached proofs of having met the eligibility criteria?		
6.	Have you attached the self-attested copies of the documents to show the financial status of tenderer?		
7.	Are you registered with Government bodies like IT, GST, ESIC/ EPF, Labor License and other Legal Entities? Have you attached a copy of each of the certificate/document?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
9.	Have you submitted the Audited Balance Sheet & Profit & Loss A/C of the firm for the preceding two financial years duly certified by a licensed Chartered Accountant?		
10.	Have you attached the proof/desired documents as mentioned under Annexure-3?		
11.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
12.	Has your Technical Bid been submitted as per the requirements of the Tender?		
13.	Is your BOQ / Financial Bid submitted in the prescribed format?		
14.	Have you submitted the tender documents in two parts along with the EMD and Cost of Tender Paper in three separate sealed covers as prescribed under Instructions to the tenderers?.		



Signature with seal of the Tenderer

ANNEXURE-3

Veer Surendra Sai University of Technology, Burla

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO: VSSUT/CIVIL/ 712

DATED: 21/04/2022

- 1.** The tenderer shall submit the tender in two parts consisting of Part-I (Technical Bid) and Part-II- Financial Bid (i.e. BOQ) each in separate sealed covers. The separate sealed cover of the Technical Bid must be super scribed as "Technical Bid for "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by VSSUT Burla." and the separate sealed cover of Financial Bid be super scribed as "Financial Bid for "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by VSSUT Burla."; and both should contain the name and address of the tenderer to avoid confusion during Bid opening. The Earnest Money Deposit (EMD) of Rs. 1 0,000/- (Rupees Ten Thousand only) together with Tender Cost (Non-refundable) of Rs. 1,000/- (Rupees One Thousand) shall be deposited in the shape of Banker's Cheque/Demand Draft drawn in favor of Registrar, VSSUT, Burla and payable at Burla, from any Nationalized Bank and submitted separately in a third sealed envelope super scribing with the words "EMD and Tender Cost for "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by VSSUT Burla." and containing Tender Notice No. and the Tenderer's Name with Address. Tenders not accompanied with EMD and Tender Cost shall be considered invalid and rejected. All the three separate sealed covers shall then be put in a bigger sealed cover super scribing " Tender Documents for "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by VSSUT Burla.", Vide Tender Call Notice No...../Dated....." and containing the name and address of the tenderer. It should be addressed to " The Registrar, VSSUT, Burla, Dist- Sambalpur, Odisha-768018" and sent by **Speed Post only** so as to reach the office of the Registrar, VSSUT, Burla within the last date and time stipulated in the Tender Call Notice. Tenders submitted in any other mode or received after the stipulated date and time shall be summarily rejected.
- 2.** The cover containing the DD for both the EMD of Rs. 10000/- and the Tender Cost of Rs. 1000/- shall be opened first at the time of opening of the Technical Bid. The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the offer will be considered as invalid and Part-II of the Tender will not be opened.
- 3.** The Financial Bid will be opened only after fulfilling satisfactory condition of the EMD, Tender cost and the Technical Bid.
- 4.** The tender shall be valid for **90 days** for acceptance from the date opening of the Financial Bid and withdrawal in between shall entail forfeiture of the EMD.
- 5.** Tenders not received in the prescribed forms will be liable to rejection.
- 6.** The Tenderer/s shall dully fill in ali particulars in the format as at Annexure- 4A and it shall

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form part of tender document under Technical bid. Non-submission of duly filled in & signed form of Tender shall render the Tender invalid.

7. The invitation to Tender, Instructions to Tenderers, Special Conditions (S.CC) of Contract & General Conditions of Contract (GCC), Form of Tender along with the rates quoted against each item in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of acknowledgement shall form parts of the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, the Latter shall prevail.

8. Documents to be Submitted as Parts of the Technical Bid:

(1) The Tenderer shall submit documents showing the category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. as for instance -

- i. Attested copy of affidavit of Sole Proprietary in case Of Proprietary Firm.
- ii. Attested copy of Partnership deed along with amendments if any and proof of registration if any in case of Partnership Firm.
- iii. Memorandum & Articles of Association, Certificate Incorporation, Authorized, and Subscribed and paid up capital in case of Limited Companies.
- iv. Attested copy of the certificate of registration from the Registrar of Co- Operative societies in case of Co-Operative Society.

(2) RPFC Registration Code if any

(3) Registration with EPF with proof of up to date payment of Employer and Employee's shares.

(4) Registration with ESI with proof of up to date payment of Employer and Employee's shares.

(5) Copies of the Audited Balance Sheet, Profit & Loss Account and IT Returns of the preceding three financial years attested by a licensed Chartered Accountant.

(6) Self attested copy of the Bank Pass Book into which payment shall be made in the Mandate Form.

(7) Self attested copy of the PAN Card with Income Tax Clearance Certificates of the preceding three financial years.

(8) Self attested copy of GST Registration

(9) Self attested copy of the Labour license under Contract Labour (Regulations & Abolition) Act, 1970 held under previous contract if any or copy of Registration under Shop & Establishment Act.

(10) Details of previous similar work experience and performance certificates from institutions to which such services were supplied during the preceding two financial years.

(11) Any other document considered fit for giving weight age.

(12) The tenderer has to furnish in separate sheet information about any Officer/ Proprietor/ Partner/ Director of the firm / Company being an employee, past or present or relation of any employee of VSSUT, Burla. He/she shall also intimate whether any tenderer or any of the Proprietor, Partner, Director, Shareholder or his/her spouse working as contractors in VSSUT or any Government Department/Public Undertaking has been Black listed/ Removed from the approved list of Contractors/Demoted to lower class of job/ or Under Orders of ban or suspension of business with him/ them.

Notes: The original documents will have to be produced for verification at the time opening and scrutiny of the Tender documents. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by a Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so shall accompany the Tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.

9. Banning of Business Dealings:

- a. If it is found during processing of the Tender or execution of contract that the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of

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facts and/or fudging/forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban on any further business dealings with the firm shall be imposed upon the firm for a specified period. Further, if at any stage of the tender process, any of the said irregularity is informed or noticed, the Bid of the firm/proprietor will be liable to be cancelled by the University.

- b. If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any negligence in duties, fraudulence, malpractice or any activity prejudicial to the interest of the VSSUT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealing shall be imposed upon the firm for a specified period. Besides, the cost of damage, loss, theft, detriment etc shall be recovered from the contractor/firm.

10. Contractor's Background

Persons convicted of any criminal offence involving moral turpitude/economic offences, other than freedom struggle, would not be eligible for execution of the Contract and if such a person procures any Contract by suppression of fact, the contract will be liable to be cancelled.

11. The tenderer is advised to inspect all the areas of the University & satisfy themselves before submitting his tender as to the nature of work. No complaint on these accounts shall be entertained after submission of the tender. The inspection of the site / guidance for starting the work can be made on prior appointment with the authorized officer during working hour.

12. BID OPENING PROCEDURE

The **TECHNICAL BIDS** which shall comprise of (1) the detailed Tender Call Notice along with Annexures-1, 2, 3, 4, 4A, 5, 6, 7 & 8 and all qualifying documents as enlisted under Clause-9 of Annexure-3 shall be opened at VSSUT, Burla on the specified date, venue and time by the Committee authorized by the competent authority of the VSSUT, Burla.

The **FINANCIAL BIDS**, which comprise of the Bill of Quantity(BoQ) and Price Bid as at Annexure-6, of those bidders, whose Technical Bids are accepted, shall be opened by the Committee on the specified date, venue and time.

13. CLARIFICATION ON TECHNICAL BID EVALUATION

The technical bids shall be evaluated based on the available documents submitted by the bidder along with the tender Paper. To assist in the examination, evaluation, and comparison of the bids and qualification of the bidders, the University may, at its discretion, ask any bidder for a clarification of the bid. Any clarification submitted by a bidder that is not in response to a request by the University shall not be considered. If a bidder does not provide clarifications of its bid by the date and time set in the University request for clarification, the bid will be liable to be rejected. The University reserves rights to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

14. TECHNICAL BID EVALUATION

The bidders who qualify in the evaluation of the Technical Bids will only be intimated to participate in the Financial Bids.

15. FINANCIAL BID OPENING PROCEDURE

The financial bid (BOQ) shall be in separate form only. The Financial Bids (BOQ) of all technically qualified Bidders shall be opened on the scheduled date, venue and time.

16. Tenders containing overwriting or erasing, without authentication and without full signature on each pages of the "Schedule of Rates", Financial Bid and without the amount / quantity being shown in figures and words as well will be liable to rejection.
17. The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate/amount between figure and words, the value written in words shall be taken as finally quoted rate/s/ amount.
18. BOQ not received in the prescribed format shall be liable to rejection.

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19. The rate in the tender shall cover/ include all statutory duties/taxes/levies, as on date of tender, except GST.
20. Conditional tenders either in Part-I or Part-II of the Tender shall be liable to be rejected.
21. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstance. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money deposited shall be forfeited.
22. The successful tenderer shall make his/her own arrangement for all materials and machines with tools and tackles required for carrying out the job as specified in the contract and consider the cost, labour cost and other charges to be incurred in proper execution of work within specified time.
23. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him/her in the tender will be adequate to complete such work according to the specifications and conditions attached and that he has taken into account all conditions and difficulties that may be encountered during its execution. Any complaint in this regard after submission of the tender shall not be entertained.
24. Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resorts to canvassing, will be liable to rejection.
25. The Authority of the VSSUT reserves rights to accept /reject any or all tenders without assigning any reason thereof or to divide the work with multiple parties/bidders.
26. The Tender documents are not transferable.
27. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
28. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the Tender documents and that no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer of the VSSUT. In case any tampering/ unauthorized alteration is noticed in the tender submitted vis-a vis the tender document available on the website, the said tender shall be summarily rejected.
29. For any clarification, the Registrar VSSUT,
Burla, Sambalpur Odisha-768018 may be
contacted through Telephone 0663-2430211 (0)
~~at~~..... during the working hour.
30. The EMD submitted by the successful bidder shall be converted in to Security Deposit and the same will be released after expiry of one month of completion of the contract subject to adjustment /deductions of the VSSUT, Burla dues, if any, provided the amount is sufficient to cover the Security Deposit.
31. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.

Date:

Signature with seal of the Tenderer

Place

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(Letter head of tenderer)

ANNEXURE -4

Ref No: _____

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

To
The Registrar

VSSUT, Burla- 768018

Ref: Tender Call Notice No. _____ dated _____

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
6. We undertake that during the tender evaluation or after award of contract, if the University authority finds any irregularity as mentioned under Clause 9 of the Annexure-3, we have no objection if our bid is rejected or the contract is terminated with immediate effect.
7. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that the VSSUT, Burla is not bound to accept highest ranked bid or lowest bid or any other bid received.
8. The detailed particulars of the tenderer is mentioned & attached separately at Annexure-4A
9. We understand that the VSSUT, Burla may divide the work amongst the successful bidders who match with the L-1 Bid or agree with the lowest price as determined by the University authority.

Yours sincerely

Signature with seal of the Tenderer

(Authorized person if any shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and Designation

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ANNEXURE - 4A

(ON LETTER HEAD OF THE FIRM)

TENDER FOR "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by VSSUT Burla."

Detailed Particulars of the Tenderer

Sl. No	Particulars	
1	Name of Agency/ Firm/Proprietor	
2	Category of the Tenderer (Whether Proprietor/ Registered Firm/Regd Proprietary Firm/ Private Ltd/Public Ltd/ Co-operative Society)	
3	Full Postal Address	
4	Email ID	
5	Mobile No.	
6	Other business of the firm	
7	Office/Residence Ph.no	
8	Office/Work Email ID	
9	Fax no. (if any)	
10	Name(s) of Proprietor / Partner / Director	
11	ESI Registration No & Date with Date of validity. (Enclose up to date payment details)	
12	EPF Registration No & Date with Date of validity. (Enclose up to date payment details)	
13	PAN No. (Enclose Income Tax clearance Certificate for the preceding three years)	
14	GST Registration No.	
15	Labor License No. (Enclose document)	
16	Volume of business in the FY	2018-2019 2019-2020 2020-2021
17	Past experience in similar business(Enclose relevant documents/order copies of other organizations with performance certificate)	

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18	List Materials, machinery owned and methods proposed for executing the work	
19	List of manpower with qualification and length of experience in surveying work	
20	Name, address of national level technical educational institutions where worked with length of services if any. (Enclose performance certificates issued by the institution/s)	

Signature with seal of the Tenderer

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FORM FOR FINANCIAL CAPACITY

DESCRIPTION

Description	Financial Years	
	2019-20	2020-21
Annual Turnover		
Net Worth		
Current Asset		
Current Liabilities		
Total Revenue		
Profit before Tax		
Profit after tax		

Countersigned by a licensed CA

Signature with seal of the Tenderer

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ANNEXURE-6

Veer Surendra Sai University of Technology, Burla

Tender for "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by Veer Surendra Sai University of Technology, Burla."

BOQ (Bill of Quantity) /PRICE BID / QUOTED PRICE FORMAT [Should kept only be in the Price-Bid cover. Not to be enclosed with the Technical bid]

Tender Inviting Authority: Registrar Veer Surendra Sai University Of Technology, Burla

Name of Work: Tender for "Geospatial database generation and field based surveys under the project titled "Modelling of urban flooding in Sambalpur town and its mitigation measures" sponsored by State Project Management Unit (SPMU), NHP, Department of Water Resources, Government of Odisha taken up by Veer Surendra Sai University of Technology, Burla." (Should only be in the price-Bid cover. Not to be enclosed with the Technical Bid)

Tender Notice No: _____

Date: _____

Name of the Bidder/Bidding Firm /Company	
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PRICE SCHEDULE

(Domestic Tender – Rate are to given in Indian Rupees)

(This BOQ templets must not be modified/replaced by the bidder and the same should be)

Number	Text	Number	Number	Text
S.N.	Particulars	Basic Rate In Rupees (Without GST but inclusive of all other taxes and charges per SQ Km) Rs. P	Total Amount without GST in figure Rs. P	Total Amount without GST in Rupees and Words
1	2	3	4	5
1	Geospatial data base generation on cadastral based temporal Land Use features, drainage & water bodies, waterlogged areas, DEM, contour at 0.2 metre interval and crowd sourcing based information of all			

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	amenities/infrastructures for Sambalpur town & its peripheral drainage catchment.			
2	ETS based cross sections and longitudinal section survey along the identified drainage channels and generate corresponding drawings in CAD & GIS environment. The cross sections of the drainage channel are to be taken at every 500m interval and at shorter interval at curves and at other strategic locations.			

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Signature with seal of the Tenderer

ANNEXURE-7

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **University** means Veer Surendra Sai University of Technology, Burla.
(In short- VSSUT, BURLA)
3. **Competent Authority** Means Registrar, VSSUT, Burla and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means "the Tenderer" whose tender has been accepted and includes the Contractor's authorized representative, successors, permitted assignees, legal heirs.
7. **Vice-Chancellor** means and includes Vice-Chancellor of VSSUT, Burla or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication only.
9. **VSSUT** means Veer Surendra Sai University of Technology, Burla represented through authorized officer for this contract or Registrar as the case may be.
10. **Maintenance Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Registrar, Dean, and HOD of all Departments, Prof-In-Charge Civil Works of VSSUT authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / Speed Post to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.

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14. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno- commercial part, price bid part.
16. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)
20. **Termination of Contract:** During the contract period if found any unsatisfactory performance or without any reason, VSSUT, Burla will have a right to terminate the contract immediately without any prior notice to the contractor/Service Provider.

B. RESPONSIBILITIES OF VSSUT OFFICIALS

21. The duty of VSSUT's representative is to watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by VSSUT not to make any variations in the works.

C. ASSIGNMENT AND SUB-CONTRACTING

22. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Engineer.
23. The contractor shall not sub-contract the works without written consent of VSSUT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

D. CONTRACT DOCUMENTS

24. **Documents' mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by VSSUT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
25. **Further instructions:** The representative of VSSUT shall have full power and authority

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as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

E. **GENERAL OBLIGATIONS OF THE CONTRACTOR**

- a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
- b) **Bankruptcy and breach:** If the contractor becomes bankrupt or has an order for appointment of any receiver made against him or presents any position of bankruptcy or makes an arrangement with / or assignment in favor of his/her creditors or agrees to carry out the contract under committee of inspection of his/her creditors or being a corporation goes into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor assigns the contract without the prior consent of the VSSUT, Burla or it is found that the contractor-
- I. has abandoned the contract, or
 - II. without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or ,
 - III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
 - IV. has to the detriment of good workmanship or in defiance of VSSUT instructions to the contrary sublets any part of the contract or,
 - V. otherwise failed to perform his part of the contract according to the true intent and meaning thereof,

the VSSUT may after giving 7 days' notice in writing to the Contractor, enter upon the site and expel the Contractor there from, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on VSSUT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per above sub clause (I) to (V), the VSSUT shall be at discretion to terminate the contract by giving 7 days' notice and the contract shall stand/ terminated w.e.f. the 8th day from the date of issue of notice. In any of the eventualities mentioned above in a) to e), the VSSUT shall have the right to take possession of the plants and machineries of the contractor and realize the dues by sale of the saidplants and machineries, equipment.

- c) **Illegal gratification, breach of contract:** The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation as specified under clause D of Annexure-8, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by VSSUT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- d) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)
- e) **Final Certificate:** The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.

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f) **Notice:**

- i. **Service of notice on contractor:** Any notice given to the Contractor under the terms of the contract shall be served by the Engineer or his representative by registered post / Speed Post to or by hand or its registered office or at the Contractor's site office.
- ii. **Service of notice on VSSUT:** Any Notice to be given to VSSUT under the terms of contract shall be served by sending the same by Registered Post /Speed Post at the office of registrar VSSUT, Burla-768018.
- iii. **Change of address:** Any change of address of the contractor shall immediately be notified to the Engineer /Rep. of VSSUT.

g) **Safety:**

- i. The contractor will be responsible to ensure safety of the people working under them.
 - ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
 - iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- h) For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
- i) **Policing of the work:** Should the general conduct of the works including the Premises of VSSUT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.
- j) **1. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of Odisha relating to contracts.

2. **Legal compliance:** the contractor shall comply with all statutes, rules, regulations, bye-law, orders of statutory authority including but not limited to compliance of:

- a. Payment of wages Act. (Linked to Govt. of India)
- b. Minimum wages Act. (Linked to Govt. of India)
- c. Maternity benefit Act. (Linked to Govt. of India)
- d. Shops & commercial establishment Act. (Linked to Govt. of India)
- e. EPF Act. (Linked to Govt. of India)
- f. ESI Act. (Linked to Govt. of India)
- g. Contract labour (R&A) ACT & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.
- k) The contractor shall not allow any visitor on the work sites, without the prior permission of VSSUT.
- l) Order on one or more than one parties may be placed on the basis of L-1 quotation and, if required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, he/she will not be considered for participating in the retendering and his/her bid will be disqualified.

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If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond Will be decided by VSSUT at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order/contract is not finalized from the present tender.

m) **ARBITRATION:**

a.) **Reference of Disputes to Conciliation /Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.

b) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Registrar, VSSUT, Burla. Upon receipt of notice for arbitration, Registrar, VSSUT shall support three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate within fifteen days from the date of intimation of the three names then Registrar VSSUT will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

c.) The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Sambalpur, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

d.) **Work to continue during Conciliation / Arbitration:** Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

n) **AMENDMENT:**

Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or its duly, authorized representative.

o) **JURISDICTION:** the competent court at Sambalpur shall have the exclusive jurisdiction upon any matter arising out of this contract.

p) **CONTRACT PERIOD:** The period of contract will be **three/two years** from the date of issuance of order.

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ANNEXURE-3

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

1. Geospatial data base generation on cadastral based temporal Land Use features, drainage & water bodies, waterlogged areas, DEM, contour at 0.2 meter interval and crowd sourcing based information of all amenities/infrastructures for Sambalpur town & its peripheral drainage catchment.
2. ETS based cross and longitudinal section sections survey along the identified drainage channels and generate corresponding drawings in CAD & GIS environment. The cross sections of the drainage channel are to be taken at every 500m interval and at shorter interval at curves and at other strategic locations.
3. The job to be executed as per the Instruction of the Faculty/Officer-In-charge designated by the University.

B. OTHER TERMS & CONDITIONS:

1. The contractor after award of contract shall mobilize its resources for execution of the work as per terms of contract.
2. The contractor shall discharge its responsibility strictly adhering to this scope and shall ensure cleanliness as per frequency indicated in the contract.
3. The contractor while discharging, its aforesaid of responsibility shall carry out the instructions of Officer In-charge/ Engineer from time to time.
4. Payment will be made/ released on completion of the work and submission of all documents as per the tender to the agency/firm/contractor during the month following the month of work based on the certification by concerned Warden and countersignature of the Registrar.
5. The assets and equipments provided if any by the University shall be property of the University and agency/firm/contractor shall be merely the custodians of such assets and equipment. On termination/ expiry of contract, any such property shall be handed over to the University in proper working condition.

C. LIQUIDATED DAMAGES

The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for liquidated damages as per actual decided by Officers-In-Charge., subject to a maximum limit of 10% of the monthly bill.

D. RISK AND COST

1. In case of stoppage of performance or non-attendance to the job in extending the services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the VSSUT, Burla at the risk and cost of the agency/firm/contractor through alternate



means.

2. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate means at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

E. PAYMENT TERMS:

- i. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid against bill on monthly basis for the work done during the previous month.
- ii. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' own and the laborers' contribution towards the EPF and ESI with his jurisdictional PF authority, equipments to all his workers and also proof of payment of wages to his workmen shall be prepared and submitted by the contractor for the work done during the previous month within seven days from the expiry of the previous month.
- iii. Payments against on-account bills shall be released through a crossed account payee cheque within 30 days from the date of receipt of clear invoices, EPF/ESI documents and any others document by the contractor. For this purpose, the contractor should give the details of the name of the bank, branch and account number before submission of the first R.A bills. Final bill will be paid within 60 days on completion of all formalities as per the Terms & Conditions of the Contract.
- iv. Payment shall be regulated as per terms of contract.
- v. The contractor shall observe necessary formalities for engagement of trucks or other modes of transport if required, measurement of truck body, loading pattern, issue and admission of challan if required in terms of contract.
- vi. Deduction of applicable taxes will be made including TDS & Certificate will be issued by finance & accounts department for such deductions.

- F. WORK TO THE SATISFACTION OF VSSUT:** The contractor shall execute the work efficiently and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract. Only lady staff should be deployed in those building where only women are allowed to execute job. In all other places the contractor is free to deploy his manpower male or female as the case may be.

- G. SECURITY DEPOSIT:** An amount @10% of the running /month bill subject to a maximum of 7% of the contract value will be deducted and withheld each month which will be refunded after expiry of the contract. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

- H. INDEMNITY-** The contractor shall indemnify VSSUT, Burla against any claim, order, and demand, made by competent authority & in case VSSUT was asked to comply such order / direction, VSSUT shall be entitled to recover/ adjust the said amount from the dues of the contractors.

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