TENDER FOR TOPOGRAPHICAL SURVEY

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 GENERAL INFORMATIONS

The Augmentation of Raw Material Receipt & Handling Facilities with New OHP, Part-B (Pkg.No.061) of Bhilai Steel Plant, Bhilai, Chattisgarh. Is proposed to be constructed partly inside the existing plant boundary and partly outside the existing boundary. The Major Buildings/structures to be constructed outside the boundary are Track Hopper, Stacker Reclaimer, some Junction Houses and part of the conveyor gallery. However major portion of Junction Houses, Conveyor Gallery and Service buildings are located inside the plant. It is necessary that topographical information about the proposed site & the existing buildings and surrounding area of the plant which are located in the nearby area of conveyor alignment shall be surveyed to understand the magnitude of work. The total land is 265 Acres. It is proposed that apart from major structures/Buildings topographical survey shall be carried out 17.5m each side from the center line of the proposed conveyor gallery.

3.0 SCOPE OF WORK:

The broad objective of this assignment is to be carry out topographical survey as per relevant IS Standards including preparation of drawings in the manner described elsewhere in tender enquiry.

The scope of services shall thus cover the following major tasks but shall not be limited to following:

3.1 Site Survey

3.1.1 Scope

Total plot area of survey is 265 acres as per drawing enclosed.

3.1.2 The survey map / drawing shall show length of dense vegetation / forest / slag along with all permanent features along the route such as water streams, nallahs, type of land whether agriculture or barren, transmission line etc. The location of culverts / bridges constructed on the existing road shall also be shown on drawings.

3.1.3 Bench Marks (BM) pillars with coordinates and levels shall be installed at five places and shall be shown in drawing for future reference. The size of BM pillar should be 50cm x 50cm x 750cm. The pillars will be embedded 35 cm in ground. All these reference points shall be preserved till completion of work by way of fencing with
50x50x5 MS angle and barbed wire around them.

Description and symbol to be indicated in the legend of the drawing shall be identical as per drawing.

3.1.4 Two hard copies for key plan / report, longitudinal and cross-section of total stretch wherever applicable should be submitted for approval prior to submission of 6 set of colour hard copy and one set of soft copy in form CD / Pen Drive. In case of any comment, the same shall be resubmitted incorporating EPI's comments.

The survey map shall be prepared based on field data using computer programme such as Auto CAD, Total Station, Mix Road etc. Key plan should be in 1:10000 scale. In the event of any landmark or permanent features BP, Permanent buildings, river, well etc falling within / along the route of survey, the same are to be shown in the maps.

Details Topographical Survey and Contour survey plan shall be drawn at the rate of 1m interval and shall be done with 01 second least count Electronic Total Station Instrument, showing all physical features.

3.1.5 (a) 6 sets of colour hard copy and one set of soft copy of total area of drawing and report in form of CD / Pen drive shall be submitted. for key plan presented in 1:10000 scale. The Key plan shall be resubmitted incorporating EPI's comments, if any.

3.1.5 (b) Drawing for strip plan, Longitudinal & cross sections shall be presented in following standard scales:

(1) Key plan (in separate sheet)  1:10000
(2) Plan                          1:2000
(3) L-Section  Vertical – Scale  1:200
      Horizontal Scale 1:1000
(4) Cross – Section Vertical Scale 1:200
      Horizontal Scale 1:1000

The map shall be prepared in standard size.

3.1.6 The survey agency must visit site and assess its surroundings and shall satisfy himself before quoting his rate as to the nature of ground, nature of site, extent / density of forest / jungle and other circumstances which may influence or affect the tender. No extra consequent on any misunderstanding or other we shall be allowed the quantities and type of equipment / instrument necessary / required for completion of the survey work. Cutting of bushes / dense vegetation, all type of jungle including making path, if any, etc. shall be deemed included in the rates nothing extra shall be paid.

3.1.7 The survey shall be conducted with respect to permanent mark with coordinate and RL available within Bhilai steel plant. If permanent bench mark is not available within Bhilai steel plant from the survey route the reference level and coordinates shall be assumed at start point / pillar.
4.0 Time Schedule & Completion Time

The Survey Agency will be required to give a “Time Schedule” in consultation with EPI for timely completion of survey within two days after award of work and the same shall be deemed to form part of his agreement. The Survey Agency shall complete the said work within agreed time schedule. No extension of time for completing the same shall be made owing to any variation made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to EPI for the completion of the whole works.

Broadly the time schedule should be prepared considering the following parameters and there should not be larger variation.

(i) Mobilization to site - Within 3 days from the date of LOI.
(ii) Field work - 14 (Fourteen) days from the date of mobilization.
(iii) Submission of all drawings - 10 (Ten) days from the date of completion of field work.

The total time to complete whole assignment is 4 weeks from the date of issue of Letter of Intent.

5.0 Payment Terms

5.1.1 On completion of fieldwork and approval of drawings by competent authority, 75% (Seventy Five percent) of the value of work done shall be paid on verification of the same by Project Incharge of EPI,

5.1.2 Balance 25% (Twenty Five percent) shall be released on completion of entire work to the satisfaction of EPI / client within a reasonable time but not later than three months.

5.1.3 The statutory deductions such as income tax, or any other taxes & duties etc. shall be made from the payment released to the survey agency from time to time. The above taxes & duties are deemed to be included in the Agency’s price and nothing extra shall be payable to the agency in this regard.

5.1.4 The service tax and cess, if applicable, on the subject work shall be reimbursed to the Agency on submission of proof of depositing the same with Statutory Authority.

5.1.5 Security Deposit Cum Performance Guarantee

Within 5 (five) days from the date of issue of letter of Intent or within such extended time as may be granted by EPI in writing, the Contractor shall submit to EPI a Security Deposit cum Performance Bank Guarantee in the form appended, from any Nationalized Bank / Scheduled Bank equivalent to 5% (five percent only) of the Contract Value for the due and proper execution of the contract. This bank guarantee shall remain valid up to 90 (ninety) days after the end of defects liability period.

In case the Contractor fails to submit the Security Deposit cum Performance Guarantee of the requisite amount within the stipulated period or extended period, letter of intent will stand withdrawn and EMD of Contractor shall be forfeited.
6.0 **Compensation for delay**

In case tenderer fails to complete the work within the stipulated completion time, the tenderer shall without prejudice to any other right or remedy of EPI on account of such breach, pay compensation @ 1% per week of delay subject to a limit of 5% of the value of work order. The compensation shall be levied provided the delays are solely attributable to the tenderer. The rates quoted shall remain firm till completion of the work including any extension thereof no compensation shall be considered to the tenderer in the event of extension of completion period is granted to the tenderer for reasons attributable or not attributable to the tenderer whatsoever.

7.0 Length of the dense vegetation along the route of survey and location of village/town boundary, streams, rivers/rock/hill, any other permanent land mark/features etc. will be shown in the map.

8.0 Installation of pillars/posts of brick/concrete are included in the scope of work.

9.0 The Survey Agency undertakes survey modification and make changes in the survey drawings, details etc. till they are finally approved by EPI / clients. Nothing extra shall be paid in this regard.

10.0 If at any time after award/start of work, EPI/ client decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to the carried out, the EPI shall give notice in writing to this effect to the Survey Agency and the Survey Agency shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

11.0 The survey Agency shall supply free of charge to the EPI documents stated in the tender enquiry for various works.

12.0 All drawing shall be the property of EPI and the name of EPI shall be predominantly displayed on all the drawings and documents as “The Execution Agency”.

13.0 The Survey Agency shall be fully responsible for evolving safe, economic, technically sound and correct survey works and shall ensure that the planning and designing of the work is carried out based on the tender documents and specifications of clients, latest IRC and other codes of practice, legislation, other relevant by laws and good engineering practices and Survey Agency shall guarantee the performance & accuracy of survey works.

14.0 The Survey Agency will give undertaking that all drawings and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. At any stage, during the progress of execution of the work, if any defect is noticed in the drawings/survey work, the Survey Agency shall provide free of cost to EPI fresh survey/drawings and other.
15.0 The work order / contract shall be terminated by EPI at any time by giving upon seven day’s notice in writing for the non performance or any default and violation of the terms of the agreement on the part of the Survey Agency and EPI will get the work done at the risk and cost of the Survey Agency.

16.0 The EPI will not be responsible for any delay/stoppage of work and losses suffered, if any, by the survey Agency on this account due to force major conditions like natural calamities, civil disturbances, strikes, war etc. The EPI shall not liable any way to bear such losses and no compensation of any kind whatsoever will be payable by the EPI to the Survey Agency.

17.0 RESPONSIBILITY FOR ACCURACY OF PROJECT PROPOSALS :

The Survey Agency shall be responsible for the accuracy of the data collected, and the drawings prepared by him as a part of the project. He shall indemnify the EPI & client against any inaccuracies in the work, which might surface out at the time of implementation of the project. In such cases Survey Agency will be responsible to correct the drawings including resurvey, investigations as required at his own cost.

18.0 ARBITRATION:

18.1 Clause No. 76.1 of GCC alongwith note

Deleted - There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned in the Clause No. 76.2 below;

19.0 ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE/GOVERNMENT OF INDIA DEPARTMENTS/MINISTRIES

I) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

II) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4/(10/2001-PMA-GL-1 dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

20.0 JURISDICTION

The Courts in Delhi / New Delhi alone will have jurisdiction to deal with all matters arising from the Contract, to the exclusion of all other courts.