CONDITIONS OF CONTRACT

FOR

PROVIDING SERVICES OF SURVEYING WORKS FOR DEVELOPMENT OF PERMANENT CAMPUS

FOR

CENTRAL UNIVERSITY OF JAMMU

AT

VILLAGE BAGLA, DISTT. SAMBA, JAMMU (J&K)
CONDITIONS OF CONTRACT (CC)

1.0 INTRODUCTION

The Central University of Jammu (CUJ) has been established by an Act of Parliament in Jammu. In order to create one of India's leading Universities in Jammu, it is proposed to develop infrastructure for first phase of New Campus ("GRIHA" 5 Star Rating Campus) of Central University of Jammu at Village Bagla, Distt. Samba, Jammu (Approx. 610 Acres Plot). The site allotted for the establishment of Central University of Jammu is semi mountainous, undulating which is surrounded by dense bushes and forest cover. The proposed site is located at approx 25 km from Jammu city and around 8.5 km from Raya Morh on Jammu – Pathankot Highway (NH1A). The presently administrative office of central university is functioning from the hired accommodation at 8/8, Trikuta Nagar, Jammu.

2.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work included in this tender shall include (but not be limited to) for providing services for survey work at site consisting carrying out control and precise topographic surveying work, taking x-section of area, fixing coordinates of identified points, marking lines & levels, establishing control points, marking location of the project components etc., checking & verifications of the horizontal and vertical alignment of the buildings, components of project, water supply / sewerage connections, checking & verifications of layout of buildings and any other work related to surveying work assigned by PMC / CUJ as per the scope of work & specified in Condition of contract and elsewhere.

The captured data shall be plotted on the drawings by the surveyor as directed by the PMC / CUJ. Any amendment, corrections and addition to the survey data shall be incorporated by the surveyor after review of the plotting by the PMC / CUJ. The surveyor shall submit its report, in one soft and three hard copies including all data, relevant documents and the plotting to the PMC / CUJ.

The surveying agency shall deploy a surveying team at project site comprising one surveyor and two assistants with all necessary equipments like total stations, auto levels etc. with all accessories required to accomplish the work at project site for entire satisfaction of the PMC /CUJ for Central University of Jammu at Village Bagla, Distt. Samba, Jammu.
3.0 QUALIFICATION OF TENDERERS

The bidders are required to fulfill all the eligibility criteria as stipulated in NIT documents and elsewhere in the Tender documents. The price bid of bidders who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the bidders.

4.0 EPI reserves its right to take appropriate action including disqualification of bidder(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the bidders.

5.0 EPI reserves the right to independently verify the performance of the bidder from the existing owners/users/owners’ consultants. In case any carrying out survey work is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

6.0 VALIDITY OF TENDER

The bidder for the works shall remain open for acceptance for a period of ninety days (90) from the date of opening of Price Bid of tenders. The earnest money will be forfeited without any prejudice to any right or remedy. In case the bidder withdraws his tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

7.0 The surveying work in general shall be carried out as per latest relevant BIS codes of practice. Accuracy and preciseness of the survey work has to be ensured for the project

8.0 Within 7 (seven) days from the date of LOI, the surveyor shall submit the methodology for providing the services of surveying work at site and type of surveying equipments and software to be used.

The agency shall also submit a site organization chart and resume including details of experience of the surveying team proposed by him and shall depute them on the site.

9.0 EPI / CUJ shall provide the list of nearest triangulation stations with coordinates and contractor has to carry out / shift these points (Northing, Easting and Elevation) to work site from station.
10.0 The surveyor has to supply six sets of plotted x-sections in hard copy as well as one soft copy. The x-sections has to be plotted in Auto Cad and each x-sections be saved as a separate file.

11.0 The major contour, minor contour, text, other features and sub features be created in separate layer in software.

12.0 The surveying agency has to maintain neatly field books, plane table sheets and to be submitted to EPI / CUJ after completion of the work.

13.0 The service provider shall ensure availability of good quality 1" accuracy total station round the clock at the site of work. The maintenance and upkeep of the instrument will be the responsibility of the service provider at his own cost. Immediate replacement has to be ensured for defective total station.

14.0 The surveying agency shall deploy qualified & experienced surveying team at the project site comprising one surveyor and two survey assistants with all necessary equipments like total stations, auto level etc. with all the accessories required to accomplish the work as described by PMC /CUJ.

The surveying team shall report on daily basis to Engineer-in-Charge /PMC or any person deputed by EPI / CUJ. The team shall take instructions in advance from Engineer-in-Charge. Daily work done report shall be made by surveying team and got checked / sign by Engineer-in-Charge.

15.0 The PMC/ CUJ may need more than one team at a time. The surveyor shall provide two or more surveyor teams as per requirement by the PMC /CUJ.

16.0 Transportation facility at site for the instrument & Surveyor shall not be provided by PMC/CUJ. Transportation facility shall be arranged by surveyor at their own cost.

17.0 The PMC / CUJ reserves the right to terminate the contract, with a 10 (ten) days notice, if in PMC / CUJ’s opinion and in such case the Security Deposit of the surveying agency shall be forfeited. It is construe that the surveyor is not discharging the services specified to the complete satisfaction of the PMC /CUJ in the agreed time frame.

18.0 SITE VISIT

Before bidding, the bidder, at his responsibilities, risk and expenses, should visit the site and satisfy himself as to the conditions prevalent at the site.

The bidder shall be deemed to have inspected the site, it’s surrounding and acquainted itself with the nature of the ground, accessibility of the site.
and full extent and nature of all operations necessary for the full and proper execution of the contract.

19.0 RATES TO BE FIRM

The rates quoted by the bidder should be firm and fixed for the entire period of completion and till handling over of the work. The rates shall be inclusive of all taxes and duties except Service Tax. Service Tax to be quoted separately (if applicable) and shall be reimbursed on actual basis based on submission of documentary proof. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, equipments, manpower, POL and overhead etc or any other statutory increase during the entire contract period or extended contract period.

20.0 SECURITY DEPOSIT

“Within 10 (ten) days from the date of issue of letter of intent, the agency shall submit to EPI a Security Deposit Bank Guarantee in accordance with the prescribed Performa (Enclosed), from any Nationalized Bank / Scheduled Bank equivalent to 5% of the contract value for the due and proper execution of the contract. This bank guarantee shall remain valid upto 1 month after the end of completion period.

In case the agency fails to submit the Security Deposit Bank Guarantee of the requisite amount within the stipulated period, letter of intent will stand withdrawn and EMD of agency shall be forfeited.

21.0 RETENTION MONEY

The Retention Money shall be deducted from each running bill of the agency at 5% of the gross value of the Running Account Bill. The Earnest Money Deposited by the bidder in the form of Demand Draft will be treated as part of the Retention Money. The Retention Money shall be refunded to the agency after expiry of completion period or on payment of the amount of the final bill whichever is later.

22.0 COMPLETION PERIOD

The time for providing services for surveying work at site will be 6 (six) month. The date of start of contract shall be reckoned 07 days from the date of issue of LOI/ Work Order.

23.0 PAYMENT TERMS

The bill shall be submitted by agency each month on or before the date fixed by the Engineer-in-Charge for all works carried out in previous months. No advance payment shall be paid. All payments to Surveyor against this work order shall be made through Cheques / RTGS.
The income tax deductions shall be made from all payments made to the agency in accordance with the provisions of Income Tax Act

24.0 SURVEYING INSTRUMENTS / EQUIPMENTS

All surveying instruments required for execution of work shall have to be arranged by the contractor at his own cost. The contractor will not be allowed to take out instruments from the site without the written permission of Engineer-in-Charge.

25.0 GUARANTEE

The surveyor shall guarantee that the all the workmanship / quality of surveying works carried by him, under this contract shall be of highest professional standard as applicable in the construction industry.

26.0 INSURANCE COVERAGE FOR THE SURVEYOR

Insurance coverage for the Surveyor’s personnel at site shall be provided by the surveyor.

27.0 The surveyor shall be responsible for all claims, damages, losses or expenses including attorney’s fees, arising out of or resulting from the performance of the services contemplated in this contract provided that any such claims, damage, loss or expense is caused by any negligent act, error or omission of the surveyor, any Sub Consultant or associate thereof, or any directly or indirectly employed by the surveyor.

28.0 The work shall be carried out in accordance with the drawings/documents approved by the EPI / CUJ. Before the commencement of surveying work of any item of work, the agency shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge before carrying out surveying work. The agency alone shall be responsible for any loss or damage occurring by the commencement of survey work on the basis of any erroneous and / or incomplete information.

29.0 The service provider covenants and agrees with the company that the service provider will not, during the term of this agreement directly or indirectly use, communicate, disclose or disseminate to anyone (except to the extent reasonably necessary for the service provider to perform the services, except as required by law or except if available to public otherwise) any confidential information (as defined hereinabove) concerning the business or affairs of the company.

30.0 The agency shall be bound to sign the site order book as and when required by Engineer-In-Charge at Site and carry out compliance of instruction promptly to the satisfaction of Engineer-In-Charge.
31.0 QUALIFIED SURVEYOR /ENGINEER

Minimum qualifications and experience required for principal technical rep. and other minimum technical staff other than supervisor.

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<th>S.No.</th>
<th>Qualification</th>
<th>Minimum Experience</th>
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<tr>
<td>1</td>
<td>One qualified surveyor with Degree or Diploma in Civil Engineering / Surveying and Certificate of Surveyor.</td>
<td>At least 15 year experience in surveying work of hilly terrain / undulating land, National Highways, Flyovers &amp; Other Important Structures / Buildings of repute. The surveyor should be familiar of Auto Cad, Calguan, Softdesk, Mx-Road software as other relevant software’s etc.</td>
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<tr>
<td>2</td>
<td>Two Qualified Assistant with ITI trained certificate in surveying.</td>
<td>Minimum 5 years Experience in surveying works.</td>
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If the agency fails to deploy minimum Technical staff as mentioned above, recovery on account of non-deployment of each Technical staff shall be made from subsequent RA Bills as under:

a) Graduate / Diploma Qualified Surveyor / Engineer at Rs. 50000.00 (Rs. Fifty Thousand) per month.

b) ITI Trained Surveyor at Rs. 30,000/- (Rupees Thirty Thousand) per month.

32.0 The surveyor shall make all necessary safety arrangement at site and indemnify EPI against any consequence of accident at site.

33.0 EPI is awarding this Contract on behalf of CUJ. In case M/s. EPI cease to be PMC, the right and responsibility etc. of EPI in the Contract shall get transferred to CUJ or their nominated agency shall operate this Contract.

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

35.0 The Surveying Agency shall follow all rules & regulations of Labour laws and other statutory requirements.

36.0 QUANTITY VARIATION

The Quantities and locations mentioned in the BOQ at sr. no. 2(a to c) are tentative and are subject to variation both on lower as well as on higher side. However, the quantity actually executed at site shall be paid without any variation in the rate.
37.0 **DISPUTE RESOLUTION:** All the disputes of any nature shall be settled through mutual settlement only. There is no Arbitration clause.

The tender documents shall be issued by and submitted to:

**GENERAL MANAGER**
ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)
Central University Campus Development Project
H. No. 446, Sec. 5, Channi Himmat, Jammu -180015 (J&K)
TEL. / Fax No. : 0191–2467361
E-Mail : mukesh.thakur@epi.gov.in
Website : www.epi.gov.in

Encl.:
1. Performa for Security Deposit