

EXPRESSION OF INTEREST

**EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF SURVEY AGENCIES
FOR VARIOUS SURVEY WORKS UNDER
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)**

15 February 2021

**BHUBANESWAR DEVELOPMENT AUTHORITY
C/O- BHUBANESWAR DEVELOPMENT AUTHORITY
AKASH SHOVA BUILDING, SACHIVALAYA MARG
BHUBANESWAR-751001, ODISHA**

TABLE OF CONTENTS

S. No.	CONTENTS	Page No.
1	Introduction	08
2	Eligibility criteria	13
3	Qualification criteria	13
4	Empanelment Schedule	14
5	Clarification and Pre Application meeting	15
6	Amendment of EOI	15
7	Form of Empanelment and details of Application	16
8	Validity of the Application	17
9	Preparation of Application	17
10	Submission of Application	18
11	Acknowledgement by the Applicant	20
12	Modifications or withdrawals of Application	21
13	Miscellaneous Instructions to Applicants	21
14	Earnest Money Deposit (EMD)	23
15	Opening of Applications	24
16	General condition of evaluation	25
17	Evaluation Stage	26
18	Evaluation of Applications	26
19	Empanelment of Firms	28
20	EOI processing fee	28
21	Rights of Authority / BDA	29
22	Miscellaneous	31
23	Annexures	32

DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EoI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the address mentioned below, in case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

Bhubaneswar Development Authority

Akash Shova Building, Sachivalaya Marg,

Bhubaneswar-751001

Odisha, India Tel: 0674- 2392801

Email: bda.surveyagency.2021@gmail.com

2. Neither BDA nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
3. Neither BDA nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. **BDA reserves the right, without any obligation or liability, to accept or reject any or all of the applications, and at any stage of the process, to cancel or modify this process, or any part thereof, or to vary any of the terms and conditions, or to cancel this process and/or to initiate a new process without assigning any reason whatsoever.**
5. Neither BDA nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.

6. The applicable laws for the purpose are the laws of India. Courts of Bhubaneswar will have jurisdiction concerning or arising out of this EOI document.
7. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to the proposed assignments.

DEFINITIONS AND INTERPRETATION

In this EOI, unless the context otherwise requires, capitalized terms shall have the meaning given below

"Addendum or Addenda"	means an addendum or addenda to the EOI.
"Annexure"	means an annexure to this Volume of the EOI.
"Authority"	Means the Bhubaneswar Development Authority . (BDA) or its authorized representatives who has invited Applications from competent and interested parties for empanelment under BDA.
"Applicable Law"	Means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract , and applicable to the Project.
"Application"	Means a single business entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, who submits an Application for empanelment / eligibility and qualification submission along with EOI document fees under this EOI.
"Authorized Signatory"	Means the Person Authorized by the firm to sign the Application, correspond with the Authority, make representation to the Authority as part of EOI / bidding process and sign the contract on behalf of the Applicant / bidding firm through valid Authorization document in his/her favour.
"EOI Process/ Empanelment Process"	means the process adopted by BDA for empanelment of the selected Applicants on the terms and conditions set out in the EOI.

“Earnest Money Deposit (EMD)” Means Security to be furnished by the Applicant at EOI stage in accordance with provisions of this EOI.

**EMPANELMENT OF SURVEY AGENCIES,
NOTICE INVITING EXPRESSION OF INTEREST**

EOI No.-7916/BDA

Dated 15.02.2021

Availability of EOI document: 15/02/2021 (shall be available during empanelment period)
(Website- www.bda.gov.in)

Last date for receipt of EOI: 01/03/2021 **by 3.00 P.M.** (for Phase-1)
(for subsequent phases the last date shall be 3.00 pm of last working days of March, June, September, December of each year of empanelment period)
(Through Speed Post /Registered post/ Courier)

Place of submission of EOI: Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar-751001,
Odisha

Date and Time of EOI opening: 01/03/2021 - **4:00 pm** (for Phase-1)
Fur subsequent applications received – 4.00 pm of last working days of March, June, September, December (as applicable).

For further information: Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg
Bhubaneswar-751001, Odisha
Contact no. : 0674-2392801
E-mail: bda.surveyagency.2021@gmail.com

1. INTRODUCTION

Bhubaneswar Development Authority (BDA) is a Development Authority constituted under the provisions of Odisha Development Authorities Act, 1982 (amended 2015). The Bhubaneswar Development Authority (BDA) has the statutory powers to prepare various Development Plans, Development schemes and Town Planning Schemes (TPS) under the provisions of aforesaid Act.

Accordingly, BDA proposes through this EOI for empanelment of reputed survey agencies for the various survey works / data collection / demarcation of roads & plots pertaining to land records along with authentication of the same.

BDA intends for Empanelment of Survey Agencies to undertake survey work of BDA (as per requirement of BDA). The empanelment of firms shall be valid initially for a period of **3 (three) years** from the publication of final list of empaneled firms for phase-1. The term of empanelment may be extended by BDA at its sole discretion. Firms meeting the eligibility criteria during the term shall apply to BDA for empanelment.

1.1 The Broad scope of work which may likely to be assigned are as follows;

A. Survey and Collection of Field Data:

The selected firm shall solely be responsible for discharging/ performing the following obligations, to the best satisfaction of BDA, which inter alia includes but not limited to: —

1. The Total Station Survey of land should be carried out by Latest Equipment. The required Traverse Point Should be permanently fixed as required by BDA;
2. DGPS survey shall be used for generation of Ground Control Points (GCPs). The Total Station Survey data shall be duly geo-referenced using GCPs collected by dual frequency DGPS receivers.

3. A permanent station shall be established which can be used as a reference station, on a location as decided by BDA.

The reference station and GCPs shall be reflected in the Base maps with appropriate indexation.

4. The Survey shall include —
 - a. Measurement of each Survey No./ Block No./ City Survey No. at site with procession details;
 - b. Boundary of each property/plot along with use of the plot;
 - c. Survey and mapping of building foot-print along with floor-wise building information, i.e. no. of floors, floor wise use of building, ownership/tenancy.
 - d. Mapping of boundary of all types of roads i.e. National Highway, State Highway, Districts Road, internal approach road of society (access road to individual buildings), private roads, all internal lanes, pedestrian pathway, etc. and roads as per the "Design and Standards".;
 - e. All features within the RoW of roads, such as median, traffic islands, traffic posts, traffic lights, bus stops, street signages, signages related to monuments, footpath, landscaped area, etc.;
 - f. Mapping of all natural features like lake, pond, water tanks, wells, canal, drainage channels, wetlands, hills/ hillocks, etc.;
 - g. Mapping of parks, playgrounds, organized open spaces, trees;
 - h. Mapping of all physical infrastructure with location and boundary of Infrastructural facility such as: —
 - drainage network, storm water network, manholes, drainage pumping station,
 - water supply network, elevated service reservoir (ESR), underground reservoir (UGR), pumping stations, water treatment plant,
 - sewerage network, manholes, sewerage pumping station, sewerage treatment plant,

- HT and EHT line and towers, LT electricity network with poles (either underground or overhead), substations, transformers,
 - Telecom infrastructure, telephone poles/line, mobile towers (Ground base towers / Rooftop towers/ Rooftop poles),
 - gas pipeline network;
- i. Operational Construction such as canal network, Railway line, etc. with all types of cross drainage works;
 - j. Buildings related to public buildings, railway station, bus station, religious buildings, cemetery, burial ground/place, hospital, fire station, police station, school, college, recreational buildings like community hall. etc;
 - k. Plot-wise and floor-wise building information (use of plot and building, height of building, age of building, condition of building, ownership/tenancy);
 - l. existing slum boundary, open spaces within slum area, schools, Anganwadi, primary health centres, etc. located within slum area;
 - m. Collection of latest data regarding existing road network infrastructure facilities, Canal/ Railway/ electricity network with respect to alignment with sketch/drawings/measurements from the concerned department;
 - n. Generation of contour maps at appropriate interval; as required by BDA.
 - o. Elevation of each plot in reference with Mean Sea Level (MSL) and shall be reflected in the attribute table in GIS (.shp file) w.r.t. plot details.
 - p. any others mutually agreed information on written direction of BDA;

A.1. Maps/information related to revenue record, duly prepared after reconciliation process:

1. **Reconciliation of survey data with land records:** The agency shall carry out, the reconciliation work for which all the relevant and up-to-date land records, such as revenue sheets of latest settlement year, RoR information, certified case-records, trace maps, land acquisition records from the respective departments shall be collected by the agency. As part

of reconciliation process, drawing in the scale of 1:400 or 1:1000 (if not specified otherwise) of each survey number shall be prepared and compared with Tehsil record, after which a final drawing shall be prepared which shall clearly indicate discrepancies between present situation and Tehsil records. All fees for procuring the documents shall be borne by the consultant.

2. **Plot wise area statement of reconciled land record:** The consultant shall prepare an area statement which includes the area as per survey and area as per Tehsil record in the format finalized by BDA. The information shall be included as GIS attribute column of GIS .shp file of plots.
3. **Ownership and Kisam information:** All ROR information shall be collected including ownership (Government, Government reserved, Private, Forest, Temple/Trustee, etc.), address of land owners within the site area, Kisam.

All records shall be verified from the concerned revenue office. Along with ownership and kisam information in GIS format, the detail ownership record shall also be submitted in tabular format.

4. **Benchmark Value:** Collection of Benchmark value of each plot within the site area from respective office. The values shall be included as an attribute column in the GIS .shp file of the plots.

B. Road, Final Plot Demarcation work and Site Demarcation work

- i. Demarcation work to be initiated by taking traverse along scheme boundary, taking stations points' and adjacent survey nos. details with the location & Northing – Easting. In case of internal traversing is required to minimize error as compared with planning proposal, Survey agency must put in all efforts before starting demarcation of roads.
- ii. Prepare layout map of actual number of "points" / "stones" to be demarcated on filed as per the proposed point location linear features such as roads, drains etc / plot boundary/land parcel given/as required by BDA.
- iii. Provide demarcation pillar of size (3'-0"x 0'-6"x0'-6") and base size (1'-6"x 0'-6"x0'-6") (in T shape) cast at work site on working platform & carrying

the post by head load within 100 to 150 mtr & laying in position by embedding the pit with CC (1:3:6) with 40mm cb metal in proper alignment etc complete in all respect including painting with BDA logo

- iv. Provision for labour for demarcation, digging of demarcation line, spreading of lime, pegging including cost of peg etc. that are required for complete demarcation.

B.1. The selected agency shall also ensure the following:

- a. Any ambiguity, error, mistake, irregularity should be rectified by the selected agency. If required, the selected agency shall re-survey the entire area. No extra payment shall be claimed by the selected agency.
- b. If required, it will be the sole responsibility of the selected survey agency to take all the authentication / approvals/ clearances from the concerned department during the process.
- c. Agency should be liable for all type of expenditure required for survey like equipment, manpower, stationeries, records etc.
- d. All fees shall be borne by the selected agency for getting data / records/ procuring documents from concerned department.
- e. The selected agency shall survey an area of minimum overlap of 50 mtr of the project boundary or two numbers of surveyed plot whichever is greater as decided by BDA. No payment shall be made for this extra surveyed area.
- f. The list of the features to be surveyed as mentioned above is not a complete list; the survey agency shall include all features consequential to the purpose of survey.
- g. Other similar works of BDA

The above list of activities are indicative in nature. The project specific scope of work shall be shared while inviting Request for Proposal from the empaneled agencies. BDA reserves the right to increase or decrease or add new activity over and above to the activities listed above.

Survey agencies (henceforth "Firm") with required qualification & experience in this area are invited to submit their applications for the same. The

applications received before the due date of submission of application for phase-1 of empanelment process shall be considered first phase. Subsequently the applications received shall be opened and evaluated on quarterly basis (as schedule indicated) and the firms meeting the eligibility criteria shall be selected and added to the empanelled list.

2. ELIGIBILITY CRITERIA:

2.1. Eligible Applicant

2.1.1. The Applicant should be a single business entity (the "Single Business Entity"). A Single Business Entity shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or a sole proprietorship or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

2.1.2. Applicant(s) should not have been blacklisted by any Central/ State Government/ Public Sector

2.1.3. Applicant(s) should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI & later on RFP stage and in execution of agreement.

2.1.4. Consortium is not permitted to participate in the Empanelment. Only Single Applicant is permitted to submit applications. The Applications / Eligibility and Qualification Submission of the Applicant(s) submitting as Consortium shall be termed as Non Responsive and rejected.

2.2. BDA will reject the Application of an Applicant, if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices.

3. QUALIFICATION CRITERIA

The Application of the Applicants meeting above Eligibility Criteria shall be considered for assessment of following Qualification Criteria, whereby they must meet Technical & Financial Capability Criteria.

3.1. **Technical Capability Criteria**

- 3.1.1. The firm should have experience of at **least 2 years in Survey work**.
- 3.1.2. The Firm desirous of being empaneled shall have experience of successful completion of at **least two (2) similar Survey works** of project cost not less than **INR 5.00 Lakhs each in last 5 financial years**.

(Certificate from the appropriate authority shall be enclosed to substantiate the fact.)

3.2. **Financial Capability Criteria**

The applicant shall have minimum average annual turnover of **Rupees Twenty (20) Lakhs** in **last three financial years**, i.e. 2017-18, 2018-19, 2019-20.

Consortiums of firms are not eligible to apply for the empanelment. Firms applying for the empanelment shall submit the filled forms attached in EOI document. Firms applying for empanelment shall submit duly filled forms attached in EOI before date mentioned in the notice for Empanelment Phase-1. However, the applications received after the due date shall be considered in next phases of evaluation.

4. **EMPANELMENT SCHEDULE**

Authority shall endeavor to adhere to the following schedule:

Event / Description	Time / Date
Availability of EOI	Till 01/03/2021
Last date of receipt of Application	3.00 PM, 01/03/2021 (for Phase-1) (for subsequent phases - the last date shall be 3.00 pm of last working days of March, June, September, December of each year of empanelment period)
Place of submission of EOI	Secretaty, Bhubaneswar Development Authority Aakash Shova Building Sachivalaya Marg, Bhubaneswar-01
Date and time of opening of	4.00 PM, 01/03/2021 (for Phase-1)

Applications	Fur subsequent applications received – 4.00 pm of last working days of March, June, September, December (as applicable) during the empanelment period.
--------------	--

5. CLARIFICATIONS AND PRE-APPLICATION MEETING

- 5.1. Any Applicant seeking a clarification with regard to the EOI may address the request in writing to Authority, at bda.surveyagency.2021@gmail.com
- 5.2. Authority shall make reasonable efforts to respond to the queries or requests for clarifications. Authority's responses (including an explanation of the query but not identification of its source) shall be uploaded on Website(s). It shall be the responsibility of the Applicants to check Authority's Website(s) for the responses to the queries or requests for clarifications.
- 5.3. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
- 5.4. The clarifications will be uploaded on Website(s) and shall form part of the EOI.

6. AMENDMENT OF EOI:

- 6.1. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing, may choose to modify the EOI by issuing an addendum.
- 6.2. Any Addendum issued shall form part of the EOI and shall be published on BDA website, i.e. www.bda.gov.in.
- 6.3. Each Addendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Authority will

assume no responsibility for non-receipt of the Addendum by any Applicant.

- 6.4. To give prospective Applicants reasonable time in which to take any Addendum into account in preparing their Applications, Authority may, at its sole discretion, extend the Application Due Date.
- 6.5. Any oral statements made by Authority or its advisors regarding the Empanelment Process, the EOI or on any other matter, including oral clarifications or information provided by or on behalf of Authority shall not be considered as amending the EOI.
- 6.6. Authority may, but shall not be obliged to, issue the revised EOI reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Empanelment Schedule. If issued by Authority, the revised EOI shall be definitive and binding and Authority shall not entertain any deviations from the revised EOI at the time of submission of the Application or thereafter.
- 6.7. Authority will assume that the information contained in or provisions of the revised EOI, if issued, will have been taken into account by the Applicant in its Application. Authority assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised EOI or for any consequent losses suffered by the Applicant.

7. FORM FOR EMPANELMENT AND DETAILS OF APPLICATION

- 7.1. Authority has adopted a Two-stage selection process for award of the various survey works. In the first stage, the applicants shall be qualifying in evaluation shall be empaneled and in second stage the projects shall be bided amongst the empaneled agencies for award of projects.

In this stage, the applicants are required **to submit a single Application** for empanelment only.

- 7.2. The Application submitted by Applicant shall comprise the following:

Annexures	Description
Annexure A1	Covering letter & Affidavit
Annexure A2	Description of the entity / Applicant

Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Summary of Technical Experience
Annexure A5	Summary of Financial Strength
Annexure A6	Formant of EMD (BG)

It is clarified that all certificates to be issued by the statutory auditor of the Applicant shall be issued on the letterhead of such statutory auditor.

8. VALIDITY OF THE APPLICATION:

- 8.1. Each Applicant shall indicate that it is a firm and irrevocable application, and shall remain valid for a period of not less than 90 (ninety) days from the Application Due Date. Non-adherence to this requirement shall be a ground for declaring an Application as non-responsive.
- 8.2. In exceptional circumstances, prior to the expiry of the Application validity period, Authority may request the Applicants in writing to extend the Application validity period. Applicants who agree to extend the Application validity period shall also extend the validity of the EMD for an equivalent period. An Applicant may refuse to extend the Application validity period without forfeiture of its EMD.

9. PREPARATION OF APPLICATION

- 9.1. Each Application must be typed or written in indelible ink and should be physically signed by the Authorized Signatory. The name and position held by the person signing the Application must be typed or printed below the signature.
- 9.2. All pages of Application must be physically initialed by an authorized signatory of the Applicant.
- 9.3. The Applications shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant.

- 9.4. While submitting the Applications, if the space provided in the prescribed forms in the Annexures is insufficient, the Applicants may format the prescribed forms for making due provision for incorporation of the requested information.
- 9.5. The Applicant shall be responsible for all the data provided in the Application. The Applications should be prepared in reasonable detail to enable Authority or its nominated agencies/advisors to evaluate the Applications for empanelment.

10. SUBMISSION OF APPLICATION

- 10.1. The Applicant(s) is/are required to submit one set of original Application along with a copy of same in sealed envelopes, clearly marked as follows:

“Application for Empanelment of Survey agencies”

(One Original + One Copy)

Submitted By: [Name, Address & Contact Details of the Applicant]

Sealed envelope (i.e., the envelope containing One Original + One Copy of the Application) shall clearly indicate the name, address and contact details of the Applicant.

- 10.1 If the envelopes are not sealed, marked and submitted as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Applications and consequent losses, if any, suffered by the Applicant.
- 10.2 Each Applicant shall submit as part of its Application:
- a) the original Application and 1 (one) copy of the Application. The original shall be labelled "ORIGINAL" and the copy shall be labelled "COPY"; and, In the event of any discrepancy between the original and the copy, the original will prevail.
- 10.3 The Applications shall be submitted to the following address:

To,

The Secretary,

Bhubaneswar Development Authority

C/o- Bhubaneswar Development Authority

Akash Shova Building, Sachivalaya Marg

Bhubaneswar-751001, Odisha

- 10.4 Each Applicant shall be permitted to submit only 1 (one) Application for Empanelment. An Applicant who submits or participates in more than one Application(s) for Empanelment shall cause all the Applications with the Applicant's participation to be disqualified.
- 10.5 The Applications received at the above address on or before Application Due Date & time for each phase of empanelment shall be considered for respective phase. Applicants shall submit their Applications by hand delivery / registered post / speed post / courier so as to reach the designated address by the Application Due Date. Applications submitted by fax or e-mail shall not be entertained and shall be rejected. Firms once empaneled through this EOI process shall not be required to apply again for empanelment. Further, if any Application is received after the due date & time for submission of application for phase-1, it shall be considered for next phase. After the due date of receipt of Applications for phase-1, the applications received shall be opened on last working days of the month of March, June, September, December during the empanelment period. The firms meeting the eligibility criteria as per the provision of EOI shall be selected and to be added to the empaneled list.
- 10.6 Authority or any of its agencies/consultants/advisors shall not be responsible for any delay in receipt of the Applications.
- 10.7 Applicants may be required to periodically update, at any time as may be notified by Authority, the information submitted in their Applications as regards the following:
- a) Financial status; and
 - b) complete balance sheet of the Applicants.

c) Technical qualification / experience of the firm, etc.

10.8 The Applicant shall bear all costs associated with the preparation and submission of its Application. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Empanelment Process.

11. ACKNOWLEDGEMENT BY THE APPLICANT:

11.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the information provided in the EOI;
- (b) received all relevant information requested from Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Authority;
- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, development of the Project in accordance with the EOI and performance of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of the EOI.

11.2 Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the EOI or the Empanelment Process, including any error or mistake therein or in any information or data given by Authority.

11.3 It will be deemed that by submitting the Application, an Applicant agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the EOI

and/or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

12. MODIFICATIONS OR WITHDRAWALS OF APPLICATIONS

- 12.1 Any Applicant may modify or withdraw its Application after submission but prior to the Application Due Date, provided that Authority receives a written notice of the modification or withdrawal prior to the Application Due Date. The responsibility of submitting the modified Application, if any, by the Application Due Date, will rest solely with the Applicant.
- 12.2 No Applicant shall be allowed to modify its Application after the Application Due Date.
- 12.3 Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.
- 12.4 The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the EOI with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 12.5 If Authority receives a withdrawal notice before the specified time on the Application Due Date, then Authority shall return the Application to such Applicant unopened, and the EMD, if any, submitted by the Applicant.
- 12.6 If Authority receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.

13. MISCELLANEOUS INSTRUCTIONS TO APPLICANTS:

- 13.1 All Applicants should note the following:
 - (a) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring an Application non-responsive.

- (b) All communication and information should be provided in writing and in English language.
- (c) All financial data shall be in Indian Rupees.
- (d) The metric system, except for description of land, shall be followed for units. All land related information will be provided in Acres.
- (e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- (f) Authority or any of its agencies/consultants/advisors reserve the right to seek additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority.
- (g) Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
- (h) If any claim made or information provided by the Applicant in the Application or any information provided by the Applicant in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/consultants/ advisors, is adequately satisfied.

14. EARNEST MONEY DEPOSIT:

- 14.1. The Applicants are required to submit an Earnest Money Deposit (EMD) of **Rs. 1.00 Laks (Rupees One Lakhs Only)** along with its Application.
- 14.2. The EMD shall be in the form of an account payee demand draft / pay order / banker's cheque from a scheduled commercial/nationalized bank in India in favour of "**Bhubaneswar Development Authority**", and payable at "**Bhubaneswar**", or an unconditional and irrevocable bank guarantee, in the format set out at Annexure A6. The Bid Security shall remain valid for a period of 90 days (ninety days) from the Application Due Date.
- 14.3. Any Application not accompanied by an acceptable EMD, in the manner stated above, shall be summarily rejected by Authority as non-responsive.
- 14.4. Unless forfeited in accordance with Clause 14.7 below, the EMD of the unsuccessful Applicants will be returned by Authority no later than 30 (thirty) days from the date of completion of Empanelment process of concerned phase.
- 14.5. The EMD of the Applicants and shall be returned upon the completion of the evaluation and empanelment process for the concerned phase.
- 14.6. The Applicant, by submitting its Application pursuant to the EOI, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Application or for any default by the Applicant during the Application validity period as set out in the Empanelment Schedule.
- 14.7. The EMD shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
 - (a) Application is withdrawn during the Application validity period;
 - (b) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.2;

- (c) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*) and Clause 21 (*Rights of BDA*);

OPENING AND EVALUATION OF APPLICATIONS

15. OPENING OF APPLICATIONS

15.1. Authority shall open only those Applications that are submitted on or before the specified time as on the Application Due Date for respective phases.

15.2. **Authority shall open the Applications at the time and on the date specified in Empanelment Schedule at the following address:**

(Note- In the event the last working day is a government holiday, applications received shall be opened on next working day at same time. BDA reserves the right to extend the date and time for opening of the applications received.)

Bhubaneswar Development Authority

Akash Shova Building, Sachivalaya Marg

Bhubaneswar-751001, Odisha

The Applications shall be opened in the presence of the Applicants whose designated representatives choose to be present.

15.3. The names of all Applicants who have submitted Applications will be read out, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.

15.4. The envelopes of the Applications will be opened on the date mentioned in the Empanelment Schedule and at the time and place specified in Clause -04 above. Authority will prepare a record of the opening of each part of the Applications that will include, at a minimum, the names of the Applicants whose Applications have been received. The Applicants' representatives who are present will be requested to sign the record.

15.5. Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified as per provisions of EOI. The procedure for evaluation of the Applications is set out at Clause 18.

15.6. Any information contained in an Application will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Applicant, in the event that the Applicant is subsequently empaneled on the basis of such information.

16. General Conditions of Evaluation:

16.1. To assist in the examination and evaluation of Applications, Authority or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of Applications.

16.2. Authority or any of its agencies/consultants/advisors reserve the right to verify any information submitted by the Applicants. Authority's decision regarding any Applicant's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Applicant of the grounds of such decision/rejection.

16.3. Applicants shall provide evidence of their continued eligibility, in accordance with their Applications in a manner that is satisfactory to Authority and as Authority may reasonably request during empanelment period. Specifically, Applicants may be required to update, at Authority's request, information in relation to financial status and updated consolidated accounts. An Applicant may be disqualified, if it is determined by Authority at any stage of the Empanelment Process that the Applicant will be unable to fulfil the requirements of the EOI or fails to continue to satisfy the qualification criteria.

16.4. Information relating to the examination, clarification, evaluation and comparison of Applications and recommendations for the empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the publication of list of empaneled agencies. Any effort by an Applicant to influence Authority or any of its agencies/consultants/advisors processing of the Applications for award shall result in the rejection of the Application of such Applicant.

17. EVALUATION STAGES

- 17.1. The evaluation of the Applications will be carried out in two sub-stages:
- a) The first sub-stage will involve qualification of Applicants based on the evaluation of their Eligibility Criteria to determine compliance with the eligibility criteria in accordance with Clause 2. Only those Applicants who are found to meet the eligibility criteria will be qualified for the next sub-stage.
 - b) The second and final sub-stage will involve qualification of Applicants based on the evaluation of their Applications to determine compliance with the Qualification Criteria in accordance with Clause 3 and fulfilments other requirements as per EOI. Only those Applicants who are found to meet the Qualification Criteria shall be identified for empanelment in respective phase.
- 17.2. The Applicants meeting the Qualification criteria specified in Clause 3.0 shall be considered for Empanelment.
- 17.3. BDA at its own discretion may curtail the list of empaneled firms based on their experience / turnover / or other criteria as deemed fit.

18. EVALUATION OF APPLICATIONS

Determination of Responsiveness and Evaluation of Applications

- 18.1. The Applications will first be evaluated to determine responsiveness to the EOI. An Application shall be considered responsive only if:
- (a) the Application and all documents specified in Clause 7.2 are received in the prescribed format;
 - (b) the Application is received by the Application Due Date for respective phases, including any extension thereof;
 - (c) it is signed, sealed and marked in accordance with the provisions of the EOI, including specifically, as per Clause 10;
 - (d) it contains all the information and documents (complete in all respects) as requested in the EOI; and

- (e) it does not contain any condition for qualification.
- 18.2. Authority shall evaluate and determine whether the Applicants who have submitted responsive Applications satisfy the eligibility criteria and the Qualification Criteria.
- 18.3. If any Applicant is found to be disqualified in accordance with the terms of the EOI or the Application is found to be non-responsive or the Applicant does not meet the Qualification Criteria and the eligibility criteria, then the Application submitted by such Applicant will be rejected.
- 18.4. Authority or any of its agencies/consultants/advisors may ask for additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
- 18.5. In order to determine whether the Applicant satisfies the eligibility criteria and the Qualification Criteria, Authority will examine the documentary evidence of the Applicant's eligibility and qualification submitted by the Applicant and any additional information which Authority receives from the Applicant upon request by Authority.
- 18.6. Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Application.

EMPANELMENT AND OTHER MISCELLANEOUS DETAILS

19. EMPANELMENT OF FIRMS

19.1. After completing the evaluation of the Applications and empanelment of the Selected Applicant, Authority shall issue the Letter to successful Empaneled firms for the phases-1. The firms qualified in subsequent phases shall be added to the empanelment list.

19.2. RFP / Tender / Bid for award of Projects:-

19.2.1. During the empanelment period, BDA shall invite proposals / issue RFP from the empaneled agencies (those empaneled till the date of issuance of RFP) to submit their proposal.

19.2.2. The empaneled agencies shall submit their Proposals / Tender / Bids as per the scope of work, terms and conditions of the RFP documents.

19.2.3. The detailed scope of work along with the other description of each project / assignment shall be intimated to the empaneled agencies at the time of issuance of RFP.

19.2.4. Agency to be selected in the RFP stage shall be awarded the projects / assignments.

20. PROCESSING FEE

20.1. Processing fee:

(a) The Applicants are required to submit of **INR 2,000/- (Two Thousand only) plus GST @18%** to be payable in the form of Account payee Demand Draft / Pay Order / Banker's Cheque in favour of "**Bhubaneswar Development Authority**" payable at "**Bhubaneswar**" along with the Application as non-refundable processing fee.

(b) The processing fee shall be submitted as Part of Application along with covering letter. Any Application not accompanied with processing fee in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Applications of such Applicant shall not be evaluated further.

21. RIGHTS OF AUTHORITY / BDA

21.1. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter to the Empaneled Applicant;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Applicant;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, provided that any such verification or lack of such verification by Authority shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of Authority;
- (e) reject an Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Application.
- (f) accept or reject an Application, annul the Empanelment Process and reject all Applications, at any time prior to the issuance of the Letter to the Selected Applicant, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Applicants and without any obligation to inform the affected Applicants.

In the event that Authority annuls the Empanelment Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications from for empanelment.

BDA reserves the right to drop any Applicant from the empaneled list, add more agency to the empaneled list and/or curtail the empaneled list without assigning any reason whatsoever. BDA also reserves the right to modify the terms and conditions of empanelment. All decisions taken by BDA regarding empanelment shall be final and binding on all Empaneled Agencies.

BDA also reserves the right to empanel / select any other agency or engage any agency outside the list of Empaneled Agencies, if required after carrying out a competitive bid / selection process or through suitable mechanism as per discretion of BDA.

21.2. **If it is found during the Empanelment Process, at any time before Empanelment or after Empanelment and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by an Applicant, or an Applicant has made material misrepresentations or has given any materially incorrect or false information to Authority, then:**

- (a) the Applicant will be disqualified if not Selected for empanelment by the issuance of the letter; and
- (b) the Letter shall be cancelled if the Applicant has been declared as the Selected Applicant and if the applicant has been empanelled, then the applicant shall be removed from the list of empanelled firms.

Upon any disqualification, cancellation or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Applicant. Additionally, Authority will have the right to forfeit and appropriate the Empanelment Security or, as the case may be, the Performance Security if the Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by Authority for, amongst others, Authority 's time, cost and efforts in conducting the Empanelment Process. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the EOI or Applicable Law.

22. MISCELLANEOUS

- 22.1. The Empanelment Process, the EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.
- 22.2. The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process and the EOI.
- 22.3. All documents and other information provided by Authority or submitted by an Applicant to Authority will remain or become the property of Authority, as the case may be. Applicants are required to treat all information provided by Authority in the EOI as strictly confidential and will not use them for any purpose other than for preparation and submission of their Applications.
- 22.4. Authority will treat all information, submitted as part of Application in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Applications or the Empanelment Process unless:
- (g) such publication is contemplated under these EOI; or
 - (h) such publication or disclosure is made to any person who is officially involved or concerned with the Empanelment Process or is a retained professional advisor advising Authority or the Applicants on matters arising out of or concerning the Empanelment Process; or
 - (i) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
 - (j) such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005); or
 - (k) in connection with any legal process.

Authority shall not be required to return any Application or part thereof or any information provided along with the Application to the Applicants, other than in accordance with provisions of the EOI.

ANNEXURE-1: FORM - 1
FORMAT FOR COVERING LETTER
(On the Letterhead of the Applicant)

To

Bhubaneswar Development Authority,
Bhubaneswar Development Authority,
Aakash Shova Building
Sachivalaya Marg, Bhubaneswar-01

Dear Sir:

Ref: **Expression of Interest for Empanelment Survey Agencies for BDA**

1. Being duly authorized to represent and act on behalf of.....
(hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the information provided in the Empanelment document provided by the Authority in respect of the captioned subject, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the notice inviting EOI or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. I/We submit processing fee of Rs. _____/- (Rupees _____ Only) vide _____ [DDno./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.
13. I/We offer a EMD of Rs. _____/- (Rupees _____ Only) vide _____ [DDno./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.

14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

ANNEXURE-2: FORM - 2

Applicant profile and status

Sr. No.	Description	Particulars
1.	Name of the firm	
2.	Status(Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Web address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Any other relevant information	
17.	No. of Years of Experience in survey works	
18.	Particulars of dispute if any as referred to in clause 2.1.3 of EOI	

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

AFFIDAVIT

(To be executed on requisite amount of STAMP Paper)

I, Smt/Shri _____ aged about _____ years D/o/W/o/S/o of Smt / Shri _____ permanent resident of village _____ P.O. _____ P.S. _____ Dist _____ at present village _____ P.O. _____ P.S. _____ Dist. do hereby swear an solemnly affirms,

That the facts stated, document submitted for empanelment of survey agency in BDA vide EOI No _____ dated _____ are true and correct. In case the document an information are found false, BDA shall reject the offer / application / proposal and terminate any subsequent decision / permission / approval / empanelment, etc. and at the cost and risk of the applicant / bidder.

Signature of the Deponent

ANNEXURE-3: FORM -3

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____[name of the company/partnership/ proprietary firm], a _____ [Company/partnership/ proprietary firm] incorporated under the _____[Insert relevant act], having its Registered Office at _____ (hereinafter referred to as "company/partnership/ proprietary firm"):

WHEREAS in response to the Invitation for Expression of Interest (EOI) for "Empanelment of Survey Agencies" ("Project"), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the BDA and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. _____ daughter/son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____ [name of the Company] do hereby nominate, constitute and appoint _____ [name & designation of the person] son/daughter/wife of _____ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the EOI.
- to sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____,20____ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- ----- [name & designation of the person] ----- ----- [name & designation of the person]</p>
--	---

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

ANNEXURE-4: FORM - 4
Summary of Technical experience

Completed projects:

Sr. No.	Name of project	Client / Agency	Period	Project Cost	Remarks
1					
2					
3					
4					
5					

Note:

- Supporting document with respect of each work experience to be furnished by the applicants.

.....
 Signature of the Authorised Person

.....
 Name of the Authorised Person

Date

ANNEXURE-5: FORM - 5

Summary of Financial Strength

Sr. No.	Financial Year	Turnover of firm/ company in INR	Average Annual Turnover – for Last 3 FY.
1	2017-18		
2	2018-19		
3	2019-20		

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

Note:

1. Audited annual statements (Balance Sheet and Profit & Loss account) for last three years to be submitted by the applicants along with statutory auditors / CA certificate

ANNEXURE-6: FORM - 6

FORMAT OF EMD (BG)

(To be executed on appropriate value of Non-Judicial Stamp Paper)

B.G. No. [____]

Dated:

1. In consideration of you, Bhubaneswar Development Authority. (referred to as **BDA**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Application of [*insert name of Applicant*] with its registered office at [*Insert Address*] (referred to as the **Applicant** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "Expression of Interest for Empanelment of Survey Agency" (collectively the **Project**), pursuant to the EOI dated [____] (referred to as the **EOI**) issued in respect of the Project, we (Name of the Bank) having our registered office at [____] and one of its branches at [____] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the EOI, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the EOI by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to BDA an amount of Rs. [____] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant fails to fulfil or comply with all or any of the terms and conditions contained in the EOI.
2. Any such written demand made by BDA stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the EOI will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other

person and irrespective of whether the claim of BDA is disputed by the Applicant or not, merely on the first demand from BDA stating that the amount claimed is due to BDA by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the EOI, including but not limited to the following events:

- (a) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.2;
- (b) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*) and Clause 21 (*Rights of BDA*);
- (c) if, after the Application Due Date, an Applicant withdraws its Application during the Application validity period, as extended from time to time; or

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Application Due Date or for such extended period as may be mutually agreed between BDA and the Applicant, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that BDA will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the EOI including, those events listed at paragraph 3 above. The decision of BDA that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between BDA and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, BDA will be entitled to treat the Bank as the principal debtor.

8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the EOI or the Application submitted by the Applicant.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BDA):
 - (a) any time or waiver granted to, or composition with, the Applicant or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
 - (c) any variation of the EOI, so that references to the EOI in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or BDA under the EOI or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the EOI).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our

above branch which will be deemed to have been duly authorised to receive the notice of claim.

12. It shall not be necessary for BDA to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BDA may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BDA in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [_____]. The Bank will be liable to pay the amount or any part of the Guarantee only if BDA serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before (indicate date falling 90 days after the Application Due Date).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

In the presence of:

Name of the witness

Signature of the witness

Address of the witness