



## GOVT. OF WEST BENGAL Irrigation & Waterways Directorate NATIONAL HYDROLOGY PROJECT

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### **REQUEST FOR QUOTATIONS**

### **Procurement of Non-Consulting Services under RFQ / Shopping Procedures**

### **E-Procurement Notice**

(One-Envelope with e-Procurement Bidding Process)

Memo No: 109/NHP-02/02 Date: 19.02.2024

RFQ No: WBIW/NHP/RFQ-06/2023-24

Employer : Executive Engineer, Burdwan Investigation & Planning Division, I&W Dte.

Package title : "Shifting of Height Reference Datum (Z) from the new height reference

system of Survey of India (Sol) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."

Package no :- NHP-2023-2024-WBSW-494899

# **Applicable Procurement Guidelines:**

World Bank's "Guidelines -Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank's Borrowers" Revised July 2014

1. The Government of India has received financing from the World Bank in various currencies towards the cost of the National Hydrology Project and intends to apply part of the proceeds towards eligible payments under the contract for which this request for quotations is issued. The Executive Engineer, Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate, Govt. of West Bengal, Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal (for and on behalf of Irrigation & Waterways Department, Govt. of West Bengal invites quotations electronically from eligible service providers (bidders) for the following non-consulting services.

Name of the Services	Bid Security (Rs.)	Cost of Bidding Document (Rs.)	Intended Completion Period
"Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (SoI) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."	Rs. 34,000.00	Free of Cost	02 (Two) Months

- 2. This e-Procurement notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders. Implementing Agency has not issued a separate RFQ document for this purchase. The e-Procurement notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. The bidders would be required to register in the website which is free of cost.
- 4. For submission of Quotation, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA's from the link (www.cca.gov.in). Bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: https://wbtenders.gov.in.
- 5. Quotations shall be submitted on <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> on or before 15.00 hours on 06.03.2024. Any quotation or modifications to quotation received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of quotations. The Quotations will be opened online on 06.03.2024 at 16.00 hours. This can also be viewed by the bidders online. The electronic summary of quotation opening will be generated and uploaded online.
- 6. If the Employer's office happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.
- 7. Other details can be seen in the RFQ document. The Employer shall not be held liable for any delays due to system failure beyond its control. A Bidder requiring any clarification of the RFQ Document may notify the Employer online or may visit the office of the Employer at the address given below.

Sd/-

The Executive Engineer
Burdwan Investigation & Planning Division,
I&W Dte., Govt. of West Bengal. Purta Bhawan, 3rd Floor,
Purba Burdwan-713103, West Bengal

Tele fax: +91342-2646799 e-mail: <u>eebipd2022@gmail.com</u>

### **Terms and Conditions**

- 1. Eligibility: A Bidder(a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Guidelines; and (c) should not have been (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or (ii) blacklisted or suspended by Government Department/Semi-Government/Public Sector Organization in India.(d) Bids from Joint Ventures are not acceptable.
- 2. Clarifications & Amendments: If the Employer receives any request for clarification of this RFQ Document, it will upload its response together with any amendment to this document, on the e-procurement portal for information of all bidders. Bidders should check on the e-procurement system, for any amendments to the terms and conditions.

### 3. The Quotation shall comprise the following:

(All documents should be uploaded after converting the same to PDF)

- (a) Letter of Quotation;
- (b) Authorization: The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Quotation on behalf of the Bidder.
- (c) Description of services;
- (d) Evidence in accordance with Clause 5 establishing Bidder's qualifications to perform the contract, if its quotation is accepted;
- (e) Performance Statement of services of similar nature made during the last 3 years, in the prescribed Format along with supporting enclosures [copies of work order, schedule of work, completion certificate etc.]
- (f) Complete address and contact details of the Bidder having the following information:

Name of Bidder

Address for communication

Telephone No(s): Office

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID)

- (g) Price Schedule (using the Schedule uploaded with the RFQ document) wherein the rate shall be entered online.
- (h) Self attested scanned copy of documents to be attached: Valid Trade Licence, GST certificate, PAN, P.Tax certificate, Partnership deed/ Affidavit of proprietorship duly attested by a Notary Public, IT returns, Auditors report for last three financial years showing Annual Average Turn Over etc. [Required Annual Average Turn Over during last three Financial year ending 31<sup>st</sup> March of previous financial year should not be less than 17.00 lakh. [Rupees Seventeen lakh only]
- (i) The Bidder shall furnish, as part of his Bid, a **Bid Security** in the amount **Rs. 34,000/-** (Rupees Thirty Four Thousand only) for this particular work through Demand Draft or in the form of a Bank Guarantee (Format attached). Demand Draft to be drawn in favour of "The Executive Engineer, Burdwan Investigation &Planning Division" and payable at Burdwan.

- Bank guarantees issued as security for the bid shall be valid for **45 days** beyond the validity of the bid.
- Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- The Bid Security of unsuccessful bidders will be return within 28 days of the end of the bid validity period.
- The Bid Security of the successful bidder will be discharged when the bidder has signed the
  Agreement and furnished the required Performance Security. The Bid Security of the successful
  Bidder shall be required to be kept valid and / or validity extended till such time the Performance
  Security is accepted by the Employer.
- The Bid Security may be forfeited:
  - i) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - ii) in the case of a successful Bidder, if the Bidder fails within the specified time limit to : Sign the Agreement / furnish the required Performance Security.

### j) Bidder should upload;

- Scanned copy of Bid security.
- Scanned copy of **Power of attorney** for signing the document in the case of firm in partnership /limited company, corporation.
- Scanned copy of an **Affidavit** affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder as per attached Format.

### Offline submission of original documents:-

The bidders are required to submit (i) Legally valid original Power of Attorney; (ii) original DD / BG towards Bid Security and (iii) Legally valid original Affidavit regarding correctness of information furnished with bid document before the last date and time of bid submission at the address mentioned below either by registered post, courier or by hand, failing which their bids will not be opened online and will be declared nonresponsive.

The original documents as indicated above shall be submitted in sealed envelope to the following address by 15:00 hours on 06.03.2024

The Executive Engineer,
Burdwan Investigation & Planning Division,
I&W Dte., Govt. of West Bengal.
Purta Bhawan, 3rd Floor,
Purba Burdwan-713103, West Bengal

The envelope should be marked (Name of work and Bid No.)

### 4. Quotation Prices:

- (a) The contract shall be for the whole of the services, as specified in the Price Quotation Form. Corrections, if any, can be carried out by editing the information before electronic submission.
- (b) The Bidder shall be responsible for meeting all tax liabilities other than Goods and Services Tax (GST) arising out of the Contract.
- (c) GST, which will be payable on the services at the time of invoicing, shall be shown separately.
- (d) The rates quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (e) The Prices shall be quoted in Indian Rupees only.
- (f) Each bidder shall submit only one bid.
- 5. Qualification of the Bidder: Bidder should have performed services of similar nature and complexity of value of at least INR 13.60 Lakh (Rupees Thirteen Lakh Sixty Thousand only) only in any one of last 3 years. Details of services performed during the last 3 years shall be submitted in the specified Proforma. [copy of Work orders, Schedule of works, Completion Certificate from the competent authority for all are to be attached]
  - 1. **Similar Nature of Works/ Services means:-** The Shifting of RL using survey instruments like DGPS-RTK; Digital Level and associated with GPS system to ensure accuracy and Georeference. The work shall cover all technical aspects of BM flying; Construction of BM pillar, Painting & Gauge marking of manual gauge stations & establishing positional values of benchmark pillars and also checking of vertical height as per the guideline of the GOI. As mentioned in the **Description of Services** of the Employer's Requirement in this bid document.
- **6.** Validity of Quotation: Quotation shall remain valid for a period not less than 90 days after the deadline date specified for submission.
- 7. **Signing of Quotations**: The **name and position** held by each person signing the quotation and related documents must be typed or printed below the signature.
- **8. Quotation Submission**: The Letter of Quotation shall be filled, **signed and scanned** copies shall be uploaded along with the Price Schedules that shall be furnished using the Forms available online without any alterations. All blank spaces shall be filled in with the information requested. Scanned copies of all other documents shall also be uploaded on this website.
- 9. Deadline for Submission of Quotations: Quotations must be uploaded online, not later than the deadline for submission of quotations viz. time 16:00 (hours) and 06.03.2024, as per server time. A Bidder may modify its Quotation any number of times by using the appropriate option on the e-Procurement Portal, before the deadline for submission of Quotations. Quotations once withdrawn cannot be resubmitted.
- 10. Online Opening and Evaluation of Quotations: The Quotations will be opened online on the specified date and time. This can also be viewed by the Bidder online, and electronic summary of quotation opening will be generated and uploaded online.
  - (a) The Employer shall examine the quotation to determine whether the quotation (a) has been properly signed (Clause 7); (b) meets the eligibility criteria & qualification criteria (Clause 1 & 5); and (c) Price Schedules are in accordance with the requirements specified in the RFQ document.

### **Clarification of Bids:**

- (i) To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid including breakdown of unit rates, giving a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.
- (ii) If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
  - (b) Only Quotations that are both substantially responsive to the RFQ document and meet all Qualification Criteria shall qualify for financial evaluation.
  - (c) The evaluation shall be based on excluding GST and including any other taxes.
  - (d) Employer shall **notify in writing** those Bidders who have failed to meet the Qualification Criteria or whose Quotations were considered non-responsive to the requirements in the RFQ document, advising them that their Quotation failed to meet the requirements of the RFQ document.
- 11. Award of Contract: The Employer will award the Contract to the Bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price
  - (a) Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
  - (b) Regarding required number of **substantially responsive bidder**, World Bank's "Guidelines Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank's Borrowers" Revised July 2014, may be followed.
  - (c) The Bidder whose quotation is accepted will be notified of the award of Contract by the Employer prior to expiration of the quotation validity period.
  - (d) 100 % payment may be made within 25 days of receipt of all deliverables maintaining all specifications, terms & conditions, acceptance of the same, receipt of invoice subject to availability of fund. Payment of GST for the services at the time of invoicing, although already included in the total cost, will be at actual.
- 12. Performance Security: Within 15 days of receiving Letter of Acceptance, the successful Bidder shall deliver to The Executive Engineer, Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate, Govt. of West Bengal (Employer) the performance security (either a Bank Guarantee or a Fixed Deposit/Term Deposit Receipt in favour of the Employer) for an amount equivalent of 5 (five) % of the contract price. The Performance Security shall be valid beyond 45 days the contract completion period. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for services/works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated Bidder or seek quotations afresh.

13. Supply of all materials and equipment shall be the responsibility of the Bidder. Employer will not issue any material/equipment.

### 14. Adjudicator:

The Adjudicator proposed by the Employer is :- Sri Kaushik Chattopadhyay

The daily fee for this proposed Adjudicator shall be:- Rs. 5000.00 only.

The biographical data of the proposed Adjudicator is:- Ex-Secretary to the Irrigation & Waterways Department, Govt. of West Bengal.

If the Bidder disagrees with this proposal, the Bidder should so state in the Quotation. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the President of the Institution of Engineers, [State] State Centre at the request of either party.

# **Description of Services**

### **BACKGROUND OF PROPOSAL**

Real Time Hydro-Met data acquisition network which is implemented under National Hydrology project provides key data required for forecasting Inflows into the Basin and other related activities. A Real Time Data Acquisition System (RTDAS) will consist of a telemetry network of automated water levels stations / flow meter/ tide gauge along rivers/reservoirs/ estuary/ coastal area which is installed to provide inputs to the RTDAS. The concept of implementation on which the present technical specifications and special conditions are based intends to combine the advantages of modern Data Loggers, data storage, processing and data communication technologies with the requirements of high availability and sustainability required by such an important project. Preference will be given to robust, reliable technology. The real-time data acquisition system networks have the greatest possible reliability, thus minimizing the maintenance to the extent possible. The sensors Automatic Water Level Recorders (AWLR) etc. should be combined within a single station which will eliminate the costs of INSAT, GSM & GPRS communication and the recurring costs associated with these devices. This specifically means that it is encouraged to combine data from multiple stations through the use of wired or wireless technology to minimize the number of INSAT, GSM & GPRS data transmission systems.

To minimize corrective maintenance and to increase the performance of the monitoring network, a well-organized preventative maintenance plan is highly recommended. The preventative maintenance is required for all system components as well as the infrastructure in place to house the electronic data collection components. A strong maintenance plan will be the foundation for sustaining the monitoring network operation over the expected lifetime of the technology, which is considered to be at least 5 years.

For proper transmission of water level in GTS all RTDAS stations should be connected with GCP of the SOI. In this BID this I&WD is trying to connect all RTDAS with the existing BM stations/ GCPs of the SOI.

The current position of RTDAS stations are shown in **Table: 1** 

### 1. OBJECTIVES OF PROPOSAL

The main objectives of the proposal in brief are:

- 2. Reduce Level (RL)/ vertical height data should be taken from known Bench Mark (BM)/ Ground Control Point (GCP) of Survey of India with a known X,Y (e.g. latitude and longitude) and Z (e.g. height above mean sea level in meters) using latest technology of Differential Global Positioning System (DGPS) instrument/ Fly Leveling (FL) with Digital Level (DL) by triangulation method.
- 3. Establishment of Horizontal and Vertical Control point.
- 4. Fixing of DGPS control points and Fixation and Construction of Bench Mark pillars at suitable interval as per direction of Engineer in Charge.
- 5. Construction of BM Pillars at the RTDAS locations as mentioned in Fig.-1.
- 6. Painting & gauge marking of existing manual gauge stations.

- 7. Construction of new manual gauge pillar with painting & gauge marking as shown in **Fig.-1**. Where Road Bridges are not available.
- 8. In case of where existing manual gauge stations are available only painting & gauge marking is required.
- 9. Generation and submission of hard (at a scale of 1: 4000 or larger, as decided by the engineer in charge) and soft copies of longitudinal distance travel to RTDAS points from the GCPs/BMs of the GOI as mentioned in **Table-1**.
- 10. Submission of the RL Shifting data in standard GIS file format for integration in State Data Centre at Salt Lake, Kolkata.
- 11. Create visualization and RTDAS points for verification.
- 12. Submission of survey/ RL transfer data with completion report.

### 2. SCOPE OF PROPOSAL:

The RL Shifting is to be carried out using survey instruments like DGPS-RTK / Digital Level and associated with GPS system to ensure accuracy and Geo-reference and as per instruction of Engineer-in-Charge.

The work shall cover all technical aspects of BM flying; construction of BM pillar, checking of vertical height as per the guideline of the GOI which includes the following:

### **Specification:**

# a) For RL Connection in the AWLS; FM and ATG of RTDAS in West Bengal:

- 1. Reduce Level (RL)/ vertical height data should be taken from Known Bench Mark (BM)/ Ground Control Point (GCP) of SOI with a known X,Y (e.g. latitude and longitude) and Z (e.g. height above mean sea level in meters) using latest technology of Differential Global Positioning System (DGPS) instrument/ Fly Leveling (FL) with Digital Level (DL). Using DGPS by static measurement (minimum two hours or more) by triangulation method. The base line should be 20 kilometers or less (Before commencement of work base line map should be prepared and approved by the EIC). The horizontal (XY) and vertical (Z) accuracy should be maintained from 2mm to 5mm (maximum). The traversing accuracy should be 1 in 50000. Horizontal Control:
  - I. The BM Pillar (near Automatic Water Level Recorder- AWLR; Flow meter-FM; Tide Gauge-TG) to be connected with nearest GCP or GTS BM by DGPS Baseline / FL with DL by traversing control point of about 226 numbers or more.
  - II. The static baseline observation on GCO/GTS-BM and BM pillar (near AWLR; FM and ATG) shall be carried out simultaneously for continuous 12Hours observation and the same needs to be submitted to the concerned project manager. In case of FL with DL data also need to be submitted from the GCP/ GTS BM to BM pillar (near AWLR; FM &ATG).
  - III. All other BM pillars [in between GCP/GTS-BM and BM pillar (near AWLR; FM and ATG)] needs to be connected from the nearest BM pillar with minimum of 4 to 6hours simultaneous DGPS observations only.
  - IV. Fly Leveling from one BM to another BM pillar is not allowed.
- 2. Vertical Control: Vertical control should be established with the help of points established from permanent GCP/GTS BM.
- 3. The vertical Level's Accuracy should be 5 mm (maximum).

4. The post processing of collected DGPS static observation data should be done by using GCP and suitable post processing software's. The processed point's data (Pt. ID., Latitude, Longitude, Elevation, X, Y, Z) of each location is submitted in the formats like MS Excel, AutoCAD dwg files, pdf files and Google KML files as per the instruction of the project manager. The Receiver Independent Exchange Format (*RINEX*) data from one Bench mark to another bench mark also needs to be submitted with raw data.

# b) Construct the necessary benchmark pillars on listed RTDAS locations in Table-1:

1. The civil works of construction for the benchmark pillars have to be executed by adopting the specifications mentioned in the **Fig.1**. Methodologies necessary to achieve desired quality of the structure shall be adopted as per standard code of practice specified in prevailing codes of IS: 456 (2000) for plain and reinforced concrete.

### Submission of report shall comprise of the following

- (i) Index map of the RL flying, BM pillar construction at RTDAS location showing all important features in a suitable scale, all geo referenced.
- (ii) Apart from the hard copy of report & drawings (envisaged at a scale of 1:4000 or larger, three copies are to be submitted), soft copies of all survey data are to be submitted as geodatabase as well askml, Excel and AutoCAD format for records and further analysis and incorporation in integrated embankment management system.
- (iii) Submission of all raw data from digital level shall be submitted along with adjusted and unadjusted levels in tabular form & by using applicable Geo-Office software as per direction of Engineer in- Charge complete
- (iv) Submission of hard copy (6 nos.) and soft copies of all shape files and/or geodatabase, dwgs, maps etc, one each for Project Manager, DDO and Director Adv Planning, Jalasampad Bhavan

### 3. EQUIPMENT PREFERRED:

The survey is to be carried out using survey instruments like DGPS-RTK, Digital level, with desired accuracy as per standard practices, so that the minimum output accuracy of  $\pm 5$  mm or better vertically and  $\pm 50$ mm or better mm horizontally is maintained.

# 4. LIST OF KEY PERSONAL POSITIONS:

A suggestive Experience and Expertise of Key Personnel/Staffs are required given in the table below:

Sl. No	Position	Minimum Experience (Years)	Description
1	Team Leader (1no)	10	Should have a minimum of ME/M.Tech or B.E./B.Tech Degree in Civil Engineering with 10 years Experience and comprehensive experience in river cross-sectional survey works, establishment of benchmark pillar values using GNSS, GIS mapping and civil construction works.  Must have special expertise in surveying equipment with latest GNSS technologies like RTK DGPS, integrated hydrographic survey systems etc. Required for overall management and coordination, writing of reports etc.
2	Civil Engineers (2 nos.)		Should have a minimum of B.E/B.Tech Degree in Civil Engineering with 5yrs. experience in surveys and civil construction works.
3	Survey Engineer(1 no)	3	Should have B.E/ B.Tech/ Diploma/Degree in Civil Engineering/survey with min 2 years' experience in conducting topographical surveys.
4	Surveyor (2nos.)		Should have ITI in survey works for land survey with min 3 years experiences in conducting topographical survey.
5	GIS Expert (1 no)	2	Should have M. Tech/ MSc in Geoinformatics/ Geography/ Geosciences with GIS as major with minimum 2 years' experience Desirable: at least one work comprising of GIS based analysis and mapping work etc.

<u>**TABLE: 1**</u> Showing Details of Locations, Where RL/ Vertical Height Will Shift from GCP of the Survey of India.

SI. No.	Name of Site Where BM to be shifted/ transfer	Longitude	Latitude	District	Location of new BM of SOI/ GCP	
1	Banarhat	26.794000	89.02525	Jalpaiguri	Dharla Aqueduct 2 R.1-104.6399 m	
2	Dalkhola	25.876231	87.844303	North Dinajpur	Bansihari R.1-28.6601 m	
3	Karnajora	25.653618	88.154161	North Dinajpur	Bansihari R.1-28.6601 m	
4	Balurghat	25.240500	88.78350	South Dinajpur	Balurghat-2 Rl-26.3872	
5	Bishnupur	23.080000	87.320000	Bankura	Bankura-3 R1-82.5093	
6	Bankura (Darakeswar R)	23.21286	87.07604	Bankura	Bankura-3 R1-82.5093	
7	Belut, Shali River	23.23038	87.58423	Bankura	Bankura-3 R1-82.5093	
8	Indus	23.150587	87.621309	Bankura	Burdwan-1 Rl-31.6769	
9	Kenduadihi	23.230267	87.050337	Bankura	Bankura-1 R1-81.6247	
10	Taldangra	22.999655	87.099753	Bankura	Garbeta Rl-36.4003	
11	Shyambati	23.694512	87.681606	Birbhum	Illambazar R1-50.9344	
12	Paikar	24.432831	87.910331	Birbhum	Paikar R1-30.1742	
13	Laghata, Kuia R	23.80602	87.81927	Birbhum	Paikar R1-30.1742	
14	Satkahania	23.596498	87.500395	Paschim Burdwan	Illambazar Rl-50.9344	
15	Asansol Dhanbad Bridge ( Barakar R)	23.76601	86.82553	Paschim Burdwan	Illambazar R1-50.9344	
16	Disergarh Bridge (Damodar R)	23.68449	86.82324	Paschim Burdwan	Burdwan-1 R1-31.6769	
17	Pandaweswar (Ajoy R)	23.73311	87.27853	Paschim Burdwan	Burdwan-1 R1-31.6769	
18	Budra (Ajoy R)	23.61806	87.70215	Paschim Burdwan	Burdwan-1 R1-31.6769	
19	Jamalpur (Damodar R)	23.06832	87.98793	Paschim Burdwan	Burdwan-1 R1-31.6769	
20	Memari	23.173334	88.095281	Purba Burdwan	Burdwan-1 R1-31.6769	
21	Galsi	23.344731	87.682500	Purba Burdwan	Burdwan-1 R1-31.6770	

22	Manteswar	23.306178	88.136978	Purba Burdwan	Burdwan-1 R1-31.6771
23	Gushkara	23.482142	87.720728	Purba Burdwan	Guskura R1-32.0484
24	Raina	23.002687	87.858034	Purba Burdwan	Arambag R1-20.2969
25	Champadanga	22.836581	87.970381	Hooghly	Champadanga - 2 R1-14.1476
26	Arambag	22.889978	87.779453	Hooghly	Arambag R1-20.2969
27	Singur	22.820612	88.224939	Hooghly	Champadanga - 2 R1-14.1476
28	Bokpota (Amta Channel)	22.72255	87.9903	Howrah	Amta-2 R1-5.8668
29	Domjur	22.649848	88.191212	Howrah	Amta-3 R1-12.8456
30	Satpota (Lower Rampur Khal)	22.58971	87.94808	Howrah	Amta-3 Rl-12.8456
31	Buxi, BuxiKhal	22.53132	87.89751	Howrah	Amta-3 R1-12.8456
32	Sehagori (Short Cut Channel)	22.58645	87.96805	Howrah	Amta-3 Rl-12.8456
33	Salar	23.771800	88.183231	Murshidabad	Bazarshow-2 Rl-16.4821
34	Kandi	23.951253	88.041917	Murshidabad	Ranagram-1 R1-22.7999
35	Swarupganj	23.415383	88.390032	Nadia	Swarupganj-2 Rl-11.7489
36	Majdiha	23.413444	88.703360	Nadia	Krishnanagar-2 Rl-13.5918
37	Salt Lake	22.590617	88.417589	North 24 Parganas	Ghusighata Rl-3.7217
38	Tentulia	22.789750	88.854534	North 24 Parganas	Tentulia-1 R1-6.9113
39	Hijli	22.302765	87.303007	Paschim Medinipur	Sabang
40	Sabang	22.173553	87.599134	Paschim Medinipur	Dehati-2 R1-12.5686
41	Ghatal	22.664131	87.738594	Paschim Medinipur	Ghatal Rl-11.0655
42	Amlagora	22.847276	87.33489	Paschim Medinipur	Garhbeta R1-36.4003
43	Chandrakona	22.732016	87.516456	Paschim Medinipur	Banka Rl-18.9435
44	Pirorgari	22.856260	87.001822	Paschim Medinipur	Garhbeta R1-36.4003
45	Salboni	22.642119	87.318483	Paschim Medinipur	Banka R1-18.9435

46	Kesiapata	22.208892	87.133575	Paschim Medinipur	Dehati-2 R1-12.5686
47	Itamogra	22.113286	87.945075	Purba Medinipur	Narghat-1 R1-5.4567
48	Panskura	22.395875	87.712793	Purba Medinipur	Panskura-2 R1-12.3991
49	Egra	21.900021	87.537202	Purba Medinipur	Kalinagar Rl-5.3272
50	Itaberia	21.998417	87.670433	Purba Medinipur	Kalinagar R1-5.3272
51	Kolaghat (Rupnarayan R)	22.43835	87.88044	Purba Medinipur	Denan
52	Ramchandrapur	23.586845	86.826762	Purulia	Bankura-1 R1-81.6247
53	Kasipur	23.450078	86.781512	Purulia	Bankura-1 R1-81.6248
54	Kenda	23.195514	86.515855	Purulia	Bankura-3 R1-82.5093
55	Tatko	22.929089	86.512748	Purulia	Bankura-3 R1-82.5094
56	Uttarbhag	22.343076	88.514740	South 24 Pgs	Ghusighata Rl-3.7217
57	Hinglow Dam	23.822585	87.193983	Birbhum	Illambazar R1-50.9344
58	Kangsabati Dam	22.963920	86.788203	Bankura	Garhbeta R1-36.4003
59	Alipurduar (Kaljani R)	26.480157	89.515881	Alipurduar	Alipurduar R1-54.6057
60	NH-31D Crossing	26.519988	89.170432	Alipurduar	NH-31D Crossing R1-64.4577
61	Babupara, Road Bridge(Torsha R)	26.28595	89.458847	Cooch behar	Coochbehar-1 R1-49.2841
62	Dharala Aqueduct	26.691721	88.736939	Jalpaiguri	Dharla Aquaduct-1 Rl-104.7933
63	Gulma Mahanada R	26.806312	88.40939	Darjeeling	Mahananda Barrage
64	Subhas Setu, Jubilee Park (Karala R)	26.522988	88.729507	Jalpaiguri	Dharla Aquaduct-1 Rl-104.7933
65	Chengmari (Daina R)	26.862567	89.000197	Jalpaiguri	Dharla Aquaduct-1 Rl-104.7933
66	Karatowa Tamal Barrage	26.639125	88.496803	Jalpaiguri	KaratowaTamal Barrage
67	Mahananda Barrage (Mahananda R)	26.645126	88.400538	Darjeeling	Mahananda Barrage
68	NH-31D Crossing (Mujnai R)	26.519988	89.170432	Alipurduar	Coochbehar-1 R1-49.2841

69	Mohargaon (PanchnoiR)	26.78481	88.37541	Darjeeling	Mahananda Barrage
70	Dudhia (Balasan R)	26.82171	83.2421	Darjeeling	Mahananda Barrage
71	Hill curt road	26.719813	88.419856	Darjeeling	Hill curt road RI-122.7095
72	Raiganj (Kulic R)	25.636022	88.122259	Uttar Dinajpur	Bansihari R.1-28.6601 m
73	Makdampur	25.708746	88.046213	Uttar Dinajpur	Bansihari R.1-28.6601 m
74	Balurghat	25.228237	88.772224	Dakshin Dinajpur	Balurghat-2 Rl-26.3872
75	Gangarampur	25.405787	88.513281	Dakshin Dinajpur	Gangarampur R1-29.4001
76	Bansihari	25.395970	88.416595	Dakshin Dinajpur	Bansihari R.1-28.6601 m
77	English bazar	24.9843	88.15021	Malda	Englishbazar-1 Rl-27.4693
78	Nakkati Bridge (Fulahar R)	25.24509	87.86199	Malda	Malda GCP, SOI
79	Bankura	23.212857	87.076035	Bankura	Bankura-3 R1-82.5093
80	Bankura	23.237074	87.084168	Bankura	Bankura-2 R1-81.6459
81	Illambazar	23.615138	87.531678	Birbhum	Illambazar R1-50.9344
82	Bansloi Rd bridge	24.479712	87.861192	Birbhum	Bansloi Rd bridge R1-32.1805
83	Paikar	24.436354	87.898999	Birbhum	Paikar R1-30.1742
84	Katwa	23.654644	88.134791	Purba Burdwan	Katwa Rl- 17.4445
85	Burdwan	23.211614	87.848477	Purba Burdwan	Purba Burdwan- 1 R1-31.6769
86	Randhia weir	23.372641	87.475325	Paschim Burdwan	Randhia weir Rl-55.6663
87	Gushkara	23.285303	88.141147	Purba Burdwan	Gushkara R1-32.0484
88	Arambag	22.887077	87.775808	Hooghly	Arambag R1-20.2969
89	Muchighata	22.635565	87.899648	Hooghly	Muchighata-1 Rl-10.5004
90	Muchighata (HarhuraKhal)	22.63557	87.89965	Hooghly	Amta Rl-12.8456
91	Harinkhola (Mundeswari)	22.83831	87.90327	Hooghly	Amta R1-12.8456

		22.573748	87.998360		Amta	
92	Amta		27.262246	Howrah	RI-12.8456	
93	Sehagori	22.586448	87.968046	Howrah	Bakshi Rl-11.7424	
94	Bazarshow	23.839582	88.161487	Murshidabad	Bazarshow-2 Rl-16.4821	
95	Berhampore	24.100421	88.244311	Murshidabad	Ranagram-3 Rl-19.8577	
96	Sankoghat	24.156346	88.017066	Murshidabad	Sankoghat Rl-24.2229	
97	Ranagram	24.016806	88.093360	Murshidabad	Ranagram-1 R1-22.7999	
98	Tarapur	23.839406	87.968376	Murshidabad	Tarapur-1 R1-28.7307	
99	Hanskhali	23.355547	88.607073	Nadia	Krishnanagar-1 Rl-19.0399	
100	Krishnanagar	23.413683	88.471300	Nadia	Krishnanagar-1 Rl-19.0399	
101	Kalyani (Hooghly R)	22.96715	88.40721	Nadia	Swarupganj- 1 Rl- 11.3239	
102	Ghusighata	22.524207	88.687412	North 24 pgs	Ghusighata Rl-3.7217	
103	Gaighata	22.931127	88.732460	North 24 pgs	Gaighata-2 Rl-7.2416	
104	Tentulia	22.787288	88.852451	North 24 pgs	Tentulia-1 Rl- 6.9113	
105	Barisha	22.245505	87.703644	Paschim Medinipur	Barisha R1-7.5306	
106	Khukurdah	22.473935	87.750782	Paschim Medinipur	Khukurdah-2 Rl-10.3562	
107	Dehati	22.090965	87.495089	Paschim Medinipur	Dehati-1 R1-12.5689	
108	Sal Dahari	22.488876	87.558162	Paschim Medinipur	Sal Dahari Rl-17.7106	
109	Khirpai	22.720523	87.602071	Paschim Medinipur	Khirpai Rl-18.333	
110	Kapastikri	22.498421	87.558884	Paschim Medinipur	Kapastikri Rl-17.4162	
111	Tabageria	22.484145	87.579123	Paschim Medinipur	Tabageria Rl-16.0213	
112	Goura	22.545484	87.854500	Paschim Medinipur	Goura-2 R1-7.7264	
113	Bandar	22.661713	87.731618	Paschim Medinipur	Bandar Rl-10.0875	
114	Banka	22.727636	87.577081	Paschim Medinipur	Banka R1-18.9435	
115	Garhbeta	22.886163	87.361286	Paschim Medinipur	Garhbeta R1-36.4003	
116	Ghatal	22.661713	87.731618	Paschim Medinipur	Ghatal Rl-11.0655	

117	Narghat	22.135447	87.890932	Purba Medinipur	Narghat-1 Rl-5.4567
118	Moyna	22.248224	87.798520	Purba Medinipur	Moyna-1 R1-12.1009
119	Panskura	22.395875	87.712793	Purba Medinipur	Panskura-2 R1-12.3991
120	Kalinagar	21.916866	87.786026	Purba Medinipur	Contai-GCP
121	Petuaghat	21.795455	87.881636	Purba Medinipur	Contai-GCP
122	Budhpur	22.531268	87.897570	Purulia	Bankura-3 R1-82.5093
123	Dabra	22.573748	87.998360	Purulia	Bankura-3 Rl-82.5094
124	Diamond Harbour	22.193544	88.181347	South 24 Pgs	Diamond Harbour-1 R1-6.2873
125	Saharajore Dam	23.3162416 7	86.0542555 6	Purulia	Kumari Dam
126	Kumari Dam	23.1564777	86.2846111 1	Purulia	Bankura-3 R1-82.5094
127	Tatko Dam	23.4778388	86.6286055 6	Purulia	Bankura-3 R1-82.5094
128	Lothian Island	21.705756	88.311549	South 24 Parganas	PatherPratima
129	Kalas Camp	21.691001	88.568254	South 24 Parganas	Bonni Camp
130	Canning-I	22.305568	88.680263	South 24 Parganas	Kurebhanga
131	Bonnie Camp	21.830083	88.623167	South 24 Parganas	PatherPratima
132	Sajnekhali	22.124622	88.830175	South 24 Parganas South 24	ChhotaMollakh ali
133	Burirdabri	22.077653	89.028862	Parganas	Harikhali
134	Malancha	22.508872	88.776072	South 24 Parganas	Ghusighata Rl-3.7217
135	Hingalganj	22.465181	88.994917	North 24 Parganas	Bashirhat
136	Sagar Island	21.658313	88.043195	South 24 Parganas South 24	Lot-8 ChhotaMollakh
137	Jhila	22.189769	88.958703	Parganas Paschim	ali  Midnapore GCP
138	Sahid Pradyut Setu, Kangsabati R	22.578049	87.66809	Medinipur Paschim	of SOI
139	Lowada Bridge New cossye R	22.451479	87.629313	Medinipur	Panuspura Contai, GCP of
140	Soula Bridge,	21.696763	87.743633	Purba Medinipur	SOI
141	Babla Bridge Babla R	23.945892	88.164232	Murshidabad	Murshidabad GCP of SOI

142	Uttarasan Bridge Uttarasan R	23.908793	88.189504	Murshidabad	Murshidabad GCP of SOI
143	Intake Structure of Dhulian Municipality The Ganga-Padma R	24.679667	87.960082	Murshidabad	Murshidabad GCP of SOI
144	Piralutala Road Bridge; Tangan R	25.259957	88.401152	Malda	Malda GCP, SOI
145	River side sluice Fulahar R	25.32592	87.790926	Malda	Malda GCP, SOI
146	Madhavpur Bridge Mahananda R	25.444199	88.090483	Malda	Malda GCP, SOI
147	Paglikali Sluice The Ganga-Padma R	24.98929	87.99003	Malda	Malda GCP, SOI
148	Kurebhanga	22.3663472	88.7008056	S. 24 Parganas	Ghusighata RI-3.7217
149	Pathar Pratima	21.7959	88.361917	South 24 Parganas	Diamond Harbour-2 Rl- 4.6606
150	Jharkhali	22.018883	88.682328	South 24 Parganas	Basanti
151	Harikhali	21.988178	88.901436	South 24 Parganas	Basanti

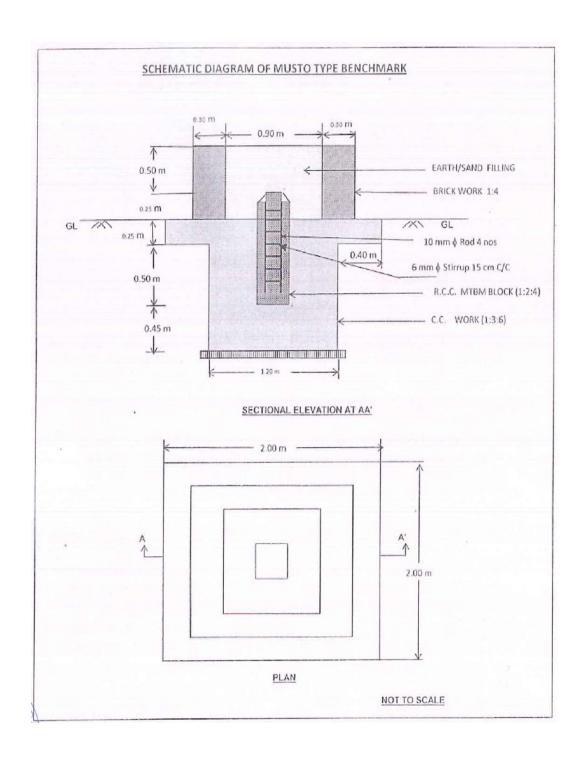


Fig. 1: Typical Section of BM Pillar near the RTDAS location



### **LETTER OF QUOTATION**

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

RFQ No.:[insert identification]
Our Reference: No Dated
To
The Executive Engineer
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal. Purta Bhawan, 3rd Floor,
Purba Burdwan-713103, West Bengal

Subject: "Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (Sol) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."

Sir,

- 1. We, the undersigned, hereby submit our Quotation.
- 2. In submitting our Quotation, we make the following declarations:
- (a) No reservations: We have examined and have no reservations to the RFQ Document;
- (b) **Quotation Validity Period**: Our Quotation shall be valid for the period of **90 days**, from the deadline fixed for the Quotation submission;
- (c) Eligibility: We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the government department/semi-government/public sector organization in India;
- (d) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."
- (e) Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]
- (f) We are not participating as a Joint Venture in this bidding process.

We accept the appointment of [name proposed in the RFQ] as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in the RFQ] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

(g) The total price of our Quotation, including any unconditional discounts offered is:

Total price of the Quotation [insert the total price of the quotation excluding GST and including any other taxes, in words and figures];

Yours faithfully,			
Authorized Signa	ture*		
Name & Title of	Signatory		
In the capacity of	[insert legal capacity	of person signing the	Letter of Quotation]
Name of Bidder			
Address			
Dated on	day of	,,	[insert date of signing]

<sup>\*</sup>Authorization of a person to sign on behalf of the Bidder:

# **PRICE SCHEDULE FORM**

# **Item Rate BoQ**

Tender Inviting Authority: The Executive Engineer, Burdwan Investigation & Planning Division, I&WD, Govt. of West Bengal

Name of Work: "Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (Sol) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."

Contract No: WBIW/NHP/RFQ-06/2023-24

Name of the Bidder/ Bidding Firm / Company:

### **PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBE R# SI. No.	TEXT #  Item Description	NUMBER # Quantity	TEXT # Units	Quoted Unit Rate with all taxes and all incidental charges excluding GST in INR	NUMB ER # Total GST applic able per item in INR	NUMBE R# TOTAL AMOU NT Without Taxes [Col. (4*13)]	NUMB ER # TOTAL AMOU NT With Taxes [Col. (51 + 53)]	TEXT # TOTAL AMOU NT In Words
1	2	4	5	13	51	53	54	55

1	Detailed shifting of RL from Ground Control Point (GCP) or permanent BM of the Survey of India(SOI) etc Using DGPS by static measurement (minimum two hours or more) by triangulation method. The base line should be 20 kilometres or less (Before commencement of work base line map should be prepared and approved by the EIC). The horizontal (XY) and vertical (Z) accuracy should be maintained from 2mm to 5mm (maximum). The traversing accuracy should be 1 in 50000. and submission of final BM shifting report both in hard and soft copyshowing index map, base line map position of RTIDAS geo referenced dwgsas geodatabase,DWG &KMZ/KML formatetc including all raw survey data all complete as per direction of engineer in charge (EIC).  (Note:The rate is inclusive of cost of flying of G.T.S. Bench Mark from nearest available locations upto working location and all incidental charges like carriage of instruments, engagement of manpower and machineries etc required to complete to work in all respect)	226.00	Control points			
2	Construction of Musto type Bench Mark Pillar of standard specifications complete including cost of manpower, material, labour, etc, as per directions of engineer-in-charge.	10.00	Each location			
3	Renovation/ installation of manual Gauge stations nearby RTDAS stations locations with necessary Painting and Gauge markingincluding cost of manpower, material, labour, etc, as per directions of engineer-incharge.	151.00	Each location			

Total in Figures			
Quoted Rate in Words			

Note: The details site locations for the works "Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (SoI) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)." are given in Description of Services (TABLE: 1) of this bid document.

### PROFORMA FOR PERFORMANCE STATEMENT

RFQ No	
Name of Bidder	

# [for a period of last 03 financial years ]

NAME OF WORK	WORK ORDER REFERENCE	ORDER PLACED BY	DESCRIPTION OF SERVICES	VALUE OF ORDER	DATE OF COMPLETION	VALUE OF SERVICES AT COMPLETION	REMARKS IF ANY

SIGNATURE OF BIIDDER

### PERFORMANCE BANK GUARANTEE

### (To be given from a nationalized or scheduled bank in India)

To:

The Executive Engineer
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal. Purta Bhawan, 3rd Floor,
PurbaBurdwan-713103
West Bengal

Whereas [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [number] dated [date] to execute: "Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (Sol) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."

(hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 45 days from the date of completion of the Services.

Signature and seal of the Guarantor

Name of Bank Address Date

# FORM OF AFFIDAVIT FOR CORRECTNESS OF INFORMATION AND DOCUMENTS SUBMITTED WITH BID

[This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public]
I,
1. I hereby certify that all the information and documents furnished with the Bid submitted online in response to IFB number
2. *I hereby certify that I have been authorised by
Deponent Place: Date:

<sup>\*</sup> This sub-paragraph is not applicable if the Bidder is an individual and is signing the Bid on his own behalf.

### LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

[date]

To: [name and address of the Bidder]

This is to notify you that your Quotation dated [date] for execution of the [name of the Contract and identification number as given in RFQ] for the Contract Price of the equivalent of INR [amount in numbers and words], as corrected and modified in accordance with Request for Quotations (RFQ) is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer.

We confirm that [insert name proposed by Employer in the RFQ]

or

We accept that [ name proposed by bidder] be appointed as the Adjudicator

or

We do not accept that [ name proposed by bidder] be appointed as Adjudicator, and by sending a copy of this letter of acceptance to [ insert the name of the Appointing Authority], we are hereby requesting [ name ], the Appointing Authority, to appoint the Adjudicator in accordance with RFQ.

You are also requested to return the Contract Agreement duly signed.

Authorized Signature: Name and Title of Signatory: Name of Agency:

Attachment: Contract Agreement

### DRAFT CONTRACT AGREEMENT

	eed of agreement is made in the form of agreement on	day		month		
	20 , between the	(Employer)	or his	authorized		
represe		1)	Name of	the Service		
Provide	er), S/O resident of (hereinaft	er referred to	as the sec	cond party),		
to execute the non-consulting services of: "Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (Sol) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."						
1.	(hereinafter referred to as services) on the following terms and conditions.					
2. Con	tract Price					
	The total Contract Price for the services (hereinafter referred to (excluding/including ( <i>Choose one option</i> ) Goods and Services Tax)					
2.1.	Payments under the Contract					
	Payments to the second party for the services will be released by manner:	by the first par	rty in th	e following		

2.2 Payments will be made on certification of the invoice by the Project Manager nominated by the first party with respect to quality/quantity of services executed in the format in **Annexure I.** 

and receipt & acceptance of all deliverables as a whole as per direction & satisfaction of E.I.C.

100 % Payment to the second party for the works/services will be released by the first party after completion of all works/services as per schedule-specification by maintaining all terms & condition

**2.3 Project Manager: The Dy. Director (Hydraulics), River Research Institute**, I&W Dte. will act as Project Manager on behalf of the I&W Department.

### 3. Notice by Service Provider to Employer

The second party, on the services reaching each stage of execution, issue a notice to the first party or the Project Manager nominated by the first party (who is responsible for supervising the Service Provider, administering the contract, certifying the payments due to the Service Provider, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the Project Manager nominated by it, will ensure issue of stage completion certificate after due verification.

### 4. Completion Time

The services should be completed in **02** (**two**) **months** from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

- **5.** If any of the compensation events mentioned below would prevent the services being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
  - (a) The first party orders a delay for execution of the services on time.
  - (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
  - (c) Payments due to the second party are delayed without reason.
  - (d) Certification for stage completion of the services is delayed unreasonably.
- **6.** Any willful delay on the part of the second party in completing the services within the stipulated period will render him liable to pay liquidated damages. @ INR 0.05% of the contract value per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

### 7. Duties and Responsibilities of the First Party

- **7.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the services as per description of services. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of services to ensure that it is as per the norms.
- **7.2** The Project Manager or such other person as may be authorized by the first party shall hold meeting once in a fortnight where the second party or his representative will submit the latest information including progress report and difficulties if any, in the execution of the services. The whole team may jointly inspect the site on a particular day to take stock of activities.
- **7.3** The Project Manager shall record his observations/instructions at the time of his site visit. The second party will carry out the instructions and promptly rectify any deviations pointed out by the Project Manager. If the deviations are not rectified, within the time specified in the Project Manager's notice, the first party as well as the Project Manager nominated by it, may instruct stoppage or suspension of the services. It shall thereupon be open to the first party or the Project Manager to have the deviations rectified at the cost of the second party.

### 8. Duties and Responsibilities of the Second Party

- **8.1** The second party shall:
  - (a) take up the services and arrange for its completion within the time period stipulated in Clause 2;
  - (b) employ suitable manpower and equipment to carry out the services;
  - (c) regularly supervise and monitor the progress of services;
  - (d) abide by the technical suggestions/direction of supervisory personnel designated by the Employer;

- (e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:
- (f) ensure that the service is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- (g) keep the first party informed about the progress of services;
- (h) maintain necessary insurance against loss of equipment and property etc. or workman disability compensation claims of the personnel deployed on the services as well as third party claims.
- (i) pay all duties, taxes and other levies payable by service providers' agencies as per law under the contract (First party will effect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law).

### 9. Variations / Extra Items

The services shall be carried out by the second party in accordance with the approved description of services. However, if, on account of any other factors, variations are considered necessary, the following procedure shall be followed:

- (a) The second party shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- (b) If the quotation given by the second party is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price which shall be based on Project Manager's own forecast of the effects of the Variation on the Service Provider's costs.
- (c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

#### 10. Securities

The Performance Security (either a Bank Guarantee in the format attached or Fixed Deposit/ Term Deposit Receipt from a Nationalized or Scheduled Bank in India) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid beyond **45 days** of the completion period.

#### 11. Termination

### 11.1 By the Employer

The Employer may terminate this Contract, by not less than 15 days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within 15 days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (c) if, as the result of Force Majeure (means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.), the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

### 11.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than 15 days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified below:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 10 within 45 days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days.

### 11.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made, the Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

### 12 Payment upon Termination

Upon termination of this Contract, the Employer shall make the following payments to the Service Provider:

- (a) payment for services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source (TDS) as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs above reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 13. Settlement of Disputes

**13.1 Amicable Settlement:** The Employer and Bidder shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **13.2 Dispute Settlement**

(a) If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the services, whether during carrying out the services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

- (b) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (c) The Adjudicator shall be paid by the hour at the rate specified above together with reimbursable expenses for vehicle hire, food and lodging, if required, as agreed in connection with the adjudication procedure, and the cost shall be divided equally between the Employer and the Bidder, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- (d) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and latest amendment.
- (e) Should the Adjudicator resign or die, or should the Employer and the Bidder agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Bidder. In case of disagreement between the Employer and the Bidder, within 30 days, the Adjudicator shall be designated by the President of the Institution of Engineers, [State] State Centre at the request of either party, within 14 days of receipt of such request.

(f)	The place of Adjudicator /arbitrator shall be	
(g)	The Court of Jurisdiction shall be	

## 15. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

The Format of Certificate (Annexure-I) & Description of Services (Annexure-II) are attached.				
Signed and delivered by SriProvider	for and on behalf of the Service			
In the presence of the Witness:				
i)				
ii)				
SIGNATURE				
Signed and delivered by SriEmployer.	for and on behalf of the			
In the presence of the Witness:				
i)				
ii)				

**SIGNATURE** 

### Annexure I

# FORMAT OF CERTIFICATE

Certified that the services upto	have been executed satisfactorily in
	Signature
	Name & Designation
	(Official address)
Place:	,
Date:	

Office seal

# NOTICE TO PROCEED

[letterhead paper of the Employer]

	(date)
То	
	_ (name and address of the Service Provider)
	_
acceptance and signing of the cont	uisite security as stipulated in RFQ Clause12, and as stated in letter of tract agreement for the non-consulting services of
Authorized Signature: Name and Title of Signatory: Name of Agency:	
Attachment: Contract Agreement	

#### BANK GUARANTEE FOR ADVANCE PAYMENT

(To be given from a nationalized or scheduled bank in India)

To:

The Executive Engineer
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal. Purta Bhawan, 3rd Floor,
PurbaBurdwan-713103
West Bengal

Name of work: "Shifting of Height Reference Datum (Z) from the new height reference system of Survey of India (Sol) to all RTDAS stations (AWLR, Flow Meter and ATG) and manual gauge fixing (new)/ repair (existing) with painting and marking in West Bengal under National Hydrology Project (NHP)."

In accordance with the provisions of the Contract Agreement, Sub-Clause 2.1 ("Payments under the Contract") of the above-mentioned Contract, [name and address of Service Provider] (hereinafter called "the Service Provider") shall deposit with The Executive Engineer, Burdwan Investigation & Planning Division, I&WD, Govt. of West Bengal a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] [amount in words]

We, the [Bank or Financial Institution], as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding [amount of Guarantee] [amount in words]

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *The Executive Engineer, Burdwan Investigation & Planning Division, I&WD, Govt. of West Bengal* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: Name of Bank/Financial Institution: Address: Date: