

**GOVERNMENT OF UTTARAKHAND**  
**Office of Executive Engineer (Procurement Officer-1),**  
**SPMU, NHP, Irrigation Research Institute Roorkee-247667**  
*E-mail: [uttarkhandwr@gmail.com](mailto:uttarkhandwr@gmail.com), Website: [www.iri-roorkee.res.in](http://www.iri-roorkee.res.in)*

**RFQ No. 01 /PO-1/SPMU/NHP/2021-22, Dated 15.12.2021**


Sealed quotations are invited on behalf of Hon'ble Governor of Uttarakhand from authorized manufacturing company/consultant/whole seller/distributor for leakage study of Bhimtal Dam, Nainital. The Quotation should be received by the office of undersigned till dated 27.12.2021 up to 3.00 PM in person or by post. For any postal delay, the whole responsibility will be of quotationers only. The quotation shall be opened at the office of undersigned. Other terms & conditions and specifications may be collected from the office of the undersigned in any working day.

S. No.	Description of Item	Unit	Qty.
1	Leakage Study and Strength of Bhimtal Dam by conducting Electrical resistivity Test (ERT), Seismic resistivity Test (SRT) and MASW including preparation of report. Salient feature of Dam attached in Annexure-1	Job	1

**Key Dates**

1	Document Publish Date and Time	15.12.2021; 15:00HRS
2	Document Download Starting Date and Time	15.12.2021; 15:00HRS
3	Document Download Closing Date and Time	27.12.2021; 15:00 HRS
4	Quotation Submission Starting Date and Time	15.12.2021; 15:00HRS
5	Quotation Submission Closing Date and Time	27.12.2021, 15:00HRS
6	Last Date and time of Receipt of relevant document as mentioned (IFB) by speed post/Courier/by hand	27.12.2021; 15:00HRS (IST)
7	Date, Time and Venue of opening of Quotation including financial	27.12.2021, 15:30 HRS Office of the EE (PO-1), SPMU, NHP

For further details please log on to [www.iri-roorkee.res.in](http://www.iri-roorkee.res.in)

  
Executive Engineer  
(Procurement Officer-1)  
SPMU, NHP  
Irrigation Research Institute, Roorkee

**PROCUREMENT OF  
NON-CONSULTANCY SERVICES  
UNDER  
SHOPPING PROCEDURES**

# NATIONAL HYDROLOGY PROJECT

## REQUEST FOR QUOTATIONS

**RFQ No: /PO-1/SPMU/NHP/2021-22**

**Date: 15.12.2021**

The Government of India has received a loan from the World Bank towards the cost of National Hydrology Project and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding will be conducted through RFQ procedures agreed with the World Bank. Bidding is open to all eligible bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011. Bidders other than State/Central Public Sector Undertakings from India should be registered with the any State Government/Government of India, or State/Central Government Undertakings or Autonomous body under state or Government of India. **Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders (ITB) to qualify for the award of the contract.**

1. The Executive Engineer, Procurement Officer-1, SPMU, NHP (**for and on behalf of Government of Uttarakhand**) invites quotations, in quotation system for the works detailed in the table. The bidders shall submit quotations for the following work.

**Table-1: Details of Critical Dates, Details of Work, Quotation Security, Quotation Submission Fee**

<b>Name of Work</b>	<b>Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report.</b>
Cost of work	2,50,000.00
Period of completion	OneMonths
Tender documents	Can be downloaded from website <a href="https://www.iriroomkee.res.in/">https://www.iriroomkee.res.in/</a>
Document Publish Date and Time	15.12.2021; 15:00HRS
Document Download Starting Date and Time	15.12.2021; 15:00HRS
Document Download Closing Date and Time	27.12.2021;15:00 HRS
Quotation Submission Starting Date and Time	15.12.2021; 15:00HRS
Quotation Submission Closing Date and Time	27.12.2021, 15:00HRS
Last Date and time of Receipt of relevant document as mentioned (IFB) by speed post/Courier/by hand	27.12.2021; 15:00HRS (IST)
Date, Time and Venue of opening of Quotation including financial	27.12.2021, 15:30 HRS Office of the EE (PO-1), SPMU, NHP

2. The RFQ document is available online and quotations are to be submitted offline, in singleparts to the office of undersigned through speed post/ courier etc. in hard copy. Quotations received via electronic media will not accepted, in any case.

3. If the 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 and venue. The procedure followed for opening of quotation is specified in Clause 7.1 of ITB.
4. The quotations for the work shall remain valid for acceptance for a period not less than 90 days after the deadline date for quotation submission.
5. Other details can be had from the RFQ documents. The Employer shall not be held liable for any delays due to system failure beyond its control. It is the bidders responsibility to verify the website for the latest information/corrigendum related to the quotation.
6. For any query related to RFQ may contact to Executive Engineer, Procurement Officer-1, State Project Monitoring Unit, National Hydrology Project, Roorkee. E-mail: [uttarkhandwrd@gmail.com](mailto:uttarkhandwrd@gmail.com).

Executive Engineer,  
Procurement Officer-1,  
State Project Monitoring Unit,  
National Hydrology Project,  
Roorkee

## INSTRUCTIONS TO BIDDERS

### SECTION - A

#### 1. Scope of Works

**Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report under National Hydrology Project.**

The Non-Consulting Services will consist of the following:

- a) To conduct required no. of Electrical Resistivity Test (ERT) and Seismic Resistivity Test (SRT) for Bhimtal Dam and study the cause of leakage from Bhimtal dam in different zones including **horizontal** zones throughout the dam as well as **vertical** zones, if any.
- b) Evaluation of ground stiffness by measuring shear-wave velocity (Vs) of subsurface in 1-D, 2-D, and 3-D using MASW.
- c) Preparation of detailed report based on above analysis including determination of cause of leakage from dam body.
- d) To assess and review life expectancy of dam.
- e) To recommend suitable measures for increased benefits and enhanced life of a dam, specific measures for treatment of leakage, etc. should include in the report.

**The Executive Engineer, Procurement Officer-1, State Project Monitoring Unit, National Hydrology Project, Roorkee** (referred to as representative of Employer in these documents) invites offline quotations for above non-consulting services.

The successful bidder will be expected to complete the assignment by the intended completion period as specified in the RFQ.

#### 1. Qualification of the bidder:

The bidder shall provide qualification information which shall include:-

- (a) Income tax clearance certificate from the concerned IT circle;
- (b) Report on his financial standing; and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

#### 2. To qualify for award of the contract the bidder should have :-

##### (A) Financial Capability:

The average annual financial turnover of intending bidder during last three Financial Years ending 31<sup>st</sup> March of previous financial year should not be less than **30% of Estimated Cost of the Work**. The bidders have to submit Audited Annual Accounts Reports in support of their Average Annual Financial Turnover. If the bidder does not have Audited Annual Account Report for the last Financial Year, he may submit

Certificate from practicing Chartered Accountant (Applicable only for last Financial Year).

**(B) Technical Capability:**

The intending bidders must possess Credential regarding successful completion of similar work during last 07(seven) years ending last day of month previous to the one in which offers are invited and shall be either of the following:

a. Three similar completed works each costing not less than the amount of equal to **40%** of the estimated cost.

or

b. Two similar completed works each costing not less than the amount equal to **50%** of the estimated cost.

or

c. One similar completed work costing not less than the amount equal to **80%** of the estimated cost.

**Completed Work Means:** Completed work means the executed/completed portion of Work Order / AMC / RC, even if the work has not been completed in totality (but must not be less than a or b or c as the case may be).

**Similar Work Means-** “Works that includes Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW”

**(C) Essential Documents:**

The bidders shall have to submit the following documents in order to meet the Qualifying Requirements:

1. Copies of Audited Annual Accounts reports certified by Chartered Accountant in support of Financial Capability.
2. Copy(s) of Credential Certificate(s) in support of Technical Capability.
3. Copy of Service Tax Registration Certificate.
4. Copy of GST Registration Certificate.
5. Copy of PAN Card.
6. Copy of Partnership deed/ Affidavit of Proprietorship/ Article of Association including any change in the constitution business duly attested by a Notary Public.

**3. Quotation Price**

- a. The contract shall be for the whole works as described in the TOR. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- b. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c. 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.
- d. The rates should be quoted in Indian Rupees only.

#### **4. Submission of Quotations**

- 5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2** Each bidder shall submit only one quotation.
- 5.3** The Bidder shall furnish, as part of his Quotation, a Quotation securing declaration as specified in IFB for this particular work.
- 5.3.1** Any quotation not accompanied by an acceptable Quotation Securing declaration shall be rejected by the Employer as non-responsive.

- 5.4** The quotation submitted by the bidder shall comprise the following:

##### **5.4.1 Offline submission of documents**

**Part I:** This shall be named “**Technical Qualification Part**” of Quotation and shall comprise of:  
(All documents should be uploaded after converting the same to PDF)

- i) Scanned copy of Power of attorney for signing the document in the case of firm in partnership/limited company, corporation.
- ii) Authorized address and contact details of the Bidder having the following information:  
Name of Firm:  
Address for communication:  
Telephone No.(s): Office:  
Mobile No.:  
Facsimile (FAX) No.:  
Electronic Mail Identification (E-mail ID):
- iv) Scanned copy of valid registration certificate for bidders/PSU's from India. Appropriate proof of registration for International bidders. In case of electrical works, the bidders should have valid registration for executing electrical works.
- v) Qualification information, supporting documents, and undertaking as specified in Clause 3 of ITB and filled up as per the format provided in section B. [e.g. annual financial turnover, completion of works, availability of credit, etc].
- vi) Scanned copies of the Certificates showing details of similar nature of works and work in hand.
- vii) Undertaking that the quotation shall remain valid for the period specified in Clause 6 of ITB.
- vii) Any other information/documents required to be completed and submitted by bidders, and
- viii) An Affidavit affirming that information furnished in the quotation is correct to the best of knowledge and belief of the bidder.

**Part II.** It shall be named “**Technical - Financial Part**” of Quotation and shall comprise of:

- i) Form of Quotation for Part II (priced) of the quotation as per format given here-in below in Section B.
- ii) Priced Bill of Quantities;

The documents and details mentioned in clause 5.4.1 Part I above shall be submitted offline,

**5.4.2 Offline submission of tender documents: Submission of Original Documents:**The bidders are required to submit (i) original Power of Attorney;(iii) original Affidavit regarding correctness of information furnished with quotation document and the completed quotation comprising of documents indicated in ITB clause 11, before the date and time as indicated in clause ITB 5.5.2 at the address indicated in clause 5.5.2 of ITB, either by registered post, courier or by hand, failing which there quotations will not be open online and will be declared nonresponsive.

## **5.5 Electronic Submission of Quotations**

**5.5.1** “The bidder shall **submit offline in two separate envelope consisting of Part I & Part II Part I**; marked as **Part I: Technical Qualification Part and Part II**; marked as **Part II: Technical-Financial Part**”.

**5.5.2** The original documents as indicated in ITB 5.4.2 shall be submitted in sealed envelope to the following address by 27.12.2021 at 15:00 HRS (IST)

Executive Engineer,  
Procurement Officer-1,  
State Project Monitoring Unit,  
National Hydrology Project, Roorkee  
Pin: 247667

**The envelope should be marked (RFQ name of work and RFQ No.)**

**5.5.3** In addition to the identification required in Sub-clause 5.5, the inner envelopes which contains the original documents as stated in clause 5.4.2 shall indicate the name and address of the bidder to enable the quotation to be returned unopened in case it is declared late, pursuant to clause 21.

**5.5.4** If the outer envelope which contains the original documents as stated in clause 5.4.2 is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the quotation.

**5.6** “Complete Quotations in **two parts** as per clause 5.1 above must be submitted through offline not later than **27.12.2021 at 15:00 HRS**.”

**The hard copy as indicated in 5.4.2 must be submitted not later than 27.12.2021 at 15:00 HRS (IST). The hard copy received after quotation date and time shall not be considered and their quotation shall not be opened and rejected.**

**5.7** The Employer may extend the deadline for submission of quotations by issuing a corrigendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**5. Validity of Quotation**

Quotation shall remain valid for a period not less than 90 days after the deadline date specified for submission.

**6. Opening of Quotations**

**7.1** The Employer inviting quotation or its authorized representatives will open the quotation both financial and technical parts offline and this could be verified by the bidders also offline by presenting himself or his authorised presentative during opening. No quotation shall be rejected at the time of quotation opening (except for the late quotations who have not submitted hard copies within the deadline pursuant to Clause 5.6). In the event of the specified date for the opening of quotations being declared a holiday for the Employer, the quotations will be opened at the appointed time on the next working day.

**7.2 The file containing the Part I of the quotation will be opened first.**

Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

**7. Evaluation of Quotations**

**9.1** Correction of Arithmetical Errors- Not Allowed

**9.2** The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

**9.2.1** During the evaluation of Technical Qualification–Part-1 of Quotations, the Employer will determine whether each quotation (a) meets the eligibility criteria defined in Clauses 3 (b) has been signed; (c) is accompanied by the cost of quotation documents; and (d) is substantially responsive to the requirements of the bidding documents.

**9.2.2** A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the RFQ documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive quotations.

**9.2.3** If a quotation is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

i) Evaluation of Part I of quotations furnished in Part I of the quotation in pursuant to Clause 5.4 of ITB, shall be taken up and completed.

ii) Part II of quotations: bidders' names, the Quotation prices, the total amount of each quotation, and such other details as the Employer may consider appropriate will be

noted offline by the Employer at the time of quotation opening. Any Quotation price, which is not declared and recorded, will not be taken into account in Quotation Evaluation. After opening of the Part II of quotation, the comparative statement will be created by the Employer on the same of opening of quotation, which can be viewed by the bidders present at the time of opening.

## **8. 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 and who meets the specified qualification criteria.

10.1 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.

10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

## **9. Performance Security**

11.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract Price.

- a Bank Guarantee in the provided format.
- Indian Postal Savings Bank Pass Book, Indian National Savings Certificate, Bank draft, valid for the period of contract in favour Executive Engineer, Procurement Officer-1, State Project Monitoring Unit, National Hydrology Project, Roorkee and payable at **par of all branches**.

The Performance Security shall be valid till the expiry of the period of maintenance/ support of the work, specified in clause 12.

11.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either

- a) at the Bidder's option, by a Scheduled / Nationalized Indian bank or
- b) by a foreign bank located in India and acceptable to the Employer or
- c) by a foreign bank through a correspondent Bank in India [scheduled / nationalized].

11.3 Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or call for new quotations.

## **10. Period of Maintenance/ support**

The “Period of Maintenance/ support” for the work is three months from the date of completion of work.

**11. Fraud and Corruption**

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure-3.

In further pursuance of this policy, Contractor shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

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**SECTION - B**

- 1.Format for Qualification Information**
- 2.Format of Letter of Acceptance**

## QUALIFICATION INFORMATION

### 1 For Bidders

**1.1 Name and Address of prime Bidder/Firm:** \_\_\_\_\_

**1.2 Principal place of business:** \_\_\_\_\_

**1.3 Power of attorney of signatory of Quotation.** \_\_\_\_\_

*[Attach copy]*

**1.4 Year of Incorporation:**

#### **1.5 Financial Turnover**

(a) 2012-13: -----Million INR

(b) 2013-14: -----Million INR

(c) 2014-15: -----Million INR

(d) 2015-16: -----Million INR

(e) 2016-17: -----Million INR

**1.6 Work performed/similar experiences as prime contractor over the last seven years.**

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>

Existing commitments and on-going works:

<u>Description of Work</u>	<u>Place &amp; State</u>	<u>Contract No. &amp; Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of completion</u>	<u>Value of works* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

\* Enclose a certificate from Engineer concerned.

#### 1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
	*	*	
*	*	*	*

**1.5** Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

**1.7** Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

**LETTER OF ACCEPTANCE CUM NOTICE  
TO PROCEED WITH THE NON-CONSULTING SERVICES**

**(LETTERHEAD OF THE EMPLOYER)**

Dated: \_\_\_\_\_

To: \_\_\_\_\_ [Name and address of the Contractor]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the “**Sedimentation survey of DV reservoirs under NHP**” for \_\_\_\_\_ the \_\_\_\_\_ contract price of \_\_\_\_\_ Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 5% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft shall be valid till the expiry of the period of maintenance i.e. upto \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

Executive Engineer (Civil)  
Hydraulic Data Division,  
DVC, Maithon,  
Dist: Dhanbad, Jharkhand  
Pin: 828207

**Authorized Signature**  
**Name and title of Signatory**

**Draft Agreement form for  
Non-Consulting Services through Shopping**

**ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 20\_\_\_\_, between the \_\_\_\_\_ (Employer) or his authorized representative (herein after referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/O \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as the second party), to execute the work of construction of \_\_\_\_\_ (hereinafter referred to as works) on the following terms and conditions.

**2. Cost of the Contract**

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_\_ as reflected in Annexure-1.

**3.1 Payments under its contract**

Payments to the second party for the work will be released by the first party in the following manner:-

**“Payments will be released after successful survey of each dam and after submission of data in hard as well as soft copy.”**

**3.2** \_\_\_\_\_  
Payments at each stage will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of services as per terms of Reference in the format in Annexure - 2; and

**4. Notice by Contractor to Engineer**

The second party, on the works reaching each stage of work, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, 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 engineer nominated by it, will ensure issue of stage completion certificate after due verification.

**5. Completion time**

The works should be completed in 12 (twelve) months from the date of issue of work order. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work 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 does not give access to the site or a part thereof by the agreed period.
  - b. The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
  - c. 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.
  - d. Payments due to the second party are delayed without reason.
  - e. Certification for stage completion of the work is delayed unreasonably.
7. Any wilful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 0.05% 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 2 % of the contract amount.
- 8. Duties and responsibilities of the first party**
- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

## **9. Duties and responsibilities of the second party**

### **9.1 The second party shall:**

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- 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 work 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 work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by the agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law). EPF and ESI to be complied as per the law.

## **10. Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a. The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer 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 Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c. The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

## **11. Securities**

The Performance Security 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 until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

## **12. Termination**

12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a. the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- b. the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c. the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d. the Contractor does not maintain a security which is required;

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **13. Payment upon Termination**

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

#### **14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer(C), DVC to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

#### **15. Fraud and Corruption**

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. The Contract would be subject to Fraud and Corruption as attached in Annexure-3.

#### **16. Right to Audit**

The Contractor shall keep, and shall make all reasonable efforts to cause its Sub-contractors to keep, accurate and systematic accounts and records in respect of the Works in such form and detail as will clearly identify relevant time changes and costs.

The Contractor shall permit and shall cause its Sub-contractors to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's attention is drawn to Clause 13 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause 14 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

## **PART-II**

- 1.Format for Submission of Quotation (Priced)**
- 2. Bill of quantities**

## QUOTATION

**\*Description of the Non-Consulting Services: Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report under NHP.**

To  
Executive Engineer,  
Procurement Officer-1,  
State Project Monitoring Unit,  
National Hydrology Project, Roorkee  
Pin-247667

**Subject: Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report under NHP**

Sir,

We offer to execute the non-consulting services as described in your Invitation for Quotation referred to above in accordance with the Conditions of Contract enclosed there with for a total Contract Price of -

Rs.\*\* \_\_\_\_\_ [ in figures ]

Rs. \_\_\_\_\_ [ in words ].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

\* To be filled in by the Employer before issue of the Letter of Invitation.

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

Estimate for the work “**Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report under NHP**”.

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty. (nos.)</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report	Job	1		
<b>Total Amount (In Rs.)</b>					
					<b>In words</b>

## **TERMS OF REFERENCE**

### **1. BRIEF DESCRIPTION OF PROPOSAL**

The proposal envisages conducting Leakage Study and strength by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report for Bhimtal Dam.

The work includes arrangement of all equipment's required for ERT, SRT MASW, consumables, all instruments and other T & P articles etc., R & M of equipments, providing required man power for handling the equipments, establishment of site camps, providing back up system/equipments or arranging immediate repair of equipments to ensure uninterrupted testing, analysis of the data and conducting studies to achieve the objectives, transportation of equipment, camp equipments etc. from one project to another, preparation of Studies report etc.

The salient features of Bhimtal Dam is given at Annexure-V. The dam will have to be tested, data to be analyzed and reports to be completed in all respects by the consulting firm(s) within the stipulated time.

### **2. BACKGROUND OF PROPOSAL**

Bhimtal Lake is a natural freshwater lake located in the town of Bhimtal at 22 km from Nainital in Nainital District of Uttarakhand, India. The lake is located at an elevation of 1331m above mean sea level and extends between 29°23'N latitude to 79°36'E longitude. The lake has an estimated volume of 4.2 million m<sup>3</sup> of water which is the life sustaining substance in and around Bhimtal Town. The Lake water is necessary for the sustainable development of Bhimtal region. The major uses of the lake water are drinking water, fisheries, irrigation etc. The water of the lake is also supplied to Haldwani. It is a perennial lake which not only supports a large variety of aquatic life but is a winter stopover for Trans Himalayan birds.

Several problems have been reported for the lake in recent years. In the recent past years concern has been raised by local authorities and people regarding the cracks and seepage seen from the dam body which raises the safety concerns of the dam. Hence, a leakage study is required for access cause of crack and seepage from the dam body.

### **3. OBJECTIVES OF PROPOSAL**

The main objectives of the proposal are:

- i) To conduct required no. of Electrical Resistivity Test (ERT) and Seismic Resistivity Test (SRT) for Bhimtal Dam and study the cause of leakage from Bhimtal dam in different zones including horizontal zones throughout the dam as well as vertical zones, if any.
- ii) Evaluation of ground stiffness by measuring shear-wave velocity (Vs) of subsurface in 1-D, 2-D, and 3-D using MASW.
- iii) Preparation of detailed report based on above analysis including determination of cause of leakage from dam body.
- iv) To assess and review life expectancy of dam.

- v) To recommend suitable measures for increased benefits and enhanced life of a dam, specific measures for treatment of leakage, etc. should include in the report.

#### **4. SCOPE OF PROPOSAL**

**A.** Under this request for proposal, the consultant is expected to perform the following assignments and studies:

- a.** Mobilisation of personnel, equipments, instruments, establishment of site camp etc.
- b.** Lay out of Ground Control points including reconnaissance/preliminary surveys, if any.
- c.** Conduct ERT and SRT at different zones/ points in the dam.
- d.** Evaluation of ground stiffness by measuring shear-wave velocity ( $V_s$ ) of subsurface in 1-D, 2-D, and 3-D using MASW.
- e.** Collection and analysis of test data. Location of the tests points should be clearly indicated on a map.
- f.** Collection of information from project authorities/any other agency including data on cracks and seepage study, as well as accounting for the effect of leakage, if any and incorporating of the same while writing the report.
- g.** Analysis of data to obtain strength of dam, life of dam etc. keeping in line with the objectives laid down for the study.
- h.** Preparation of report containing general information about the reservoir, catchment characteristics, details of capacity survey performed including methodology of data collected, analysis of data with standard guidelines/ procedures, finding of results, conclusion and recommendations keeping in view the objective of the study to the satisfaction of the Employer.
- i.** Any difficulties/special problem encountered during the course of the study and how they were overcome may be included in the report.
- j.** The work shall be completed by the agency in one month's time with effect after the agreement has been signed.

#### **B. EQUIPMENTS PREFERRED**

High-technology equipments to conduct ERT, SRT and MASW and computer software for study.

#### **C. DATA ANALYSIS / PREPARATION OF TABLES/ CHARTS/ DRAWINGS**

After completion of the tests, the test data shall be analyzed by the Consultant to obtain the objective of the study defined earlier. All charts/drawings shall be appropriately reduced for inclusion in the report.

- xi)* The entire data observed during study by the consultant and the subsequent report prepared by him shall be the **exclusive property of Irrigation Department** and the consultant has no right whatsoever to divulge the information/data to others without the specific written permission of Employer.

#### **4. TASKS AND DELIVERABLES**

As specified in Scope of Work.

#### **5. REPORTING AND REVIEW**

The contractor should execute the work as per the direction of Engineer-in-charge. The reporting for each day work is to be provided by the contractor.

**7. RESPONSIBILITIES OF THE CONSULTANT**

As specified in the scope of work.

**8. KEY STAFF**

The consultants are free to engage their own team composition suitable for the work.

**9. FINANCIAL PROPOSAL**

The bidder should quote cost as per the BOQ.

**10. DURATION OF NON-CONSULTING SERVICES**

01 months after effective date of contract which will be signing of contract.

**Format of Certificate**

Certified that the services upto-----leveling respect of  
“ **Leakage Study and strength of Bhimtal Dam by Conducting Electrical Resistivity Test (ERT), Seismic Resistivity Test (SRT) and MASW including preparation of detailed report under NHP**” have been executed in accordance with the approved Terms of Reference.

Signature

Name & Designation  
(Official address)

Place :

Date :

Office seal

**Bank's Policy – Corrupt and Fraudulent Practices**

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

**Fraud and Corruption**

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
  - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
  - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
  - v. "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede

For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice;

and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>6</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor]  
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief  
description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor 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 Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]  
<sup>1</sup> \_\_\_\_\_ [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]<sup>1</sup> 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 Contractor 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 Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor 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 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**SALIENT FEATURES OF DAM / LAKE**

The salient features of the Dam/Lake are enumerated below:

S.No.	Title	Features
1.	Distance from Nainital	22 Km
2.	Latitude	29 <sup>0</sup> 21' N
3.	Longitude	79 <sup>0</sup> 24' E
4.	Mean Depth of Lake	11.4 m
5.	Area of Lake at FRL	63.25 Hectare
6.	Dead storage Capacity	1.07 MCM
7.	Live storage Capacity	3.54 MCM
8.	Total Capacity	4.61 MCM
9.	Paved length of Dam	137 m
10.	F.R.L. of Dam	45.5 ft* / 13.87m
11.	Sluice Gate	2 Nos. (Each of size 2ft x 2ft) at 17.5 ft level
12.	Escape Gate	2 Nos. on Left side (Each of size 2.5m x 1.75 m) at 40 ft level
		3 Nos. on Right side (Each of size 2.0m x 2.0 m) at 40 ft level
13.	Road level of Dam	52 ft
14.	Catchment Area	10.8 Km <sup>2</sup>
15.	Average Annual Rainfall	2143 mm
16.	Average Temperature	Winter: 10.5 <sup>0</sup> C
		Summer: 32.0 <sup>0</sup> C
17.	Source of water	90 % from Rain and 10 % from Natural Springs