

E-5

**PROCUREMENT FOR NON CONSUNTANCY
SERVICES THROUGH
REQUEST FOR QUOTATION (RFQ)
UNDER
NATIONAL SHOPPING PROCEDURES**

**(For Contracts valued less than Rs. 1,00,000 i.e.
equivalent of US \$1216 each)**

June 2024



GOVERNMENT OF WEST BENGAL
Water Resources Investigation & Development Department
Accelerated Development Minor Irrigation Project, Phase -II
Office of the Executive Engineer
District Project Management Unit, Jhargram, WBADMIP
At - Vidyasagar Pally, P.O.-Jhargram, Dist. - Jhargram, PIN-721507
Email: dpmujhargram@gmail.com

REQUEST FOR QUOTATIONS (RFQ)
UNDER NATIONAL OPEN COMPETITIVE PROCUREMENT
FOR NON-CONSULTANCY SERVICES OF TOPOGRAHICAL SURVEY OF CHECK DAM

RFQ No.: DPMU/Jhargram/E5-01/2024-25

Date: 21.06.2024

1. The Government of India and Govt of West Bengal has received a loan from the International Bank for Reconstruction & Development towards the cost of WBADMI Project Phase –II and intends to be applied a part of the funds to cover eligible payments under the contract as detailed below. This Request for Quotation is open to all quotationers from eligible source countries as defined in the “Procurement Regulations for IPF Borrowers, July 2016, and revised Nov 2020”. Quotationers from India should, however, be registered with the Government of West Bengal or other State Governments/Government of India, or State/Central Government Undertakings.
2. The Executive Engineer, DPMU, Jhargram, WBADMIP (Implementing Agency) invites offline quotations for the Non consultancy Services as detailed in the table below. Each quotationer should submit only one quotation for the Non consultancy service indicated therein.

Sl. No	STEP No.	Brief Description of the Service	Qty.	Unit	Period of completion	Place of survey
1	IN-JHARGRAM-435859-NC-RFQ	Non-Consultancy Services for Topographical Survey under DPMU Jhargram for 4 (four) number of Check Dams i.e., i) Barbari CD, ii) Suabasa CD, iii) Bhauda CD and iv) Akhrasole CD in Jhargram District under WBADMI Project (Ph-II) for the financial year 2024-2025.	4	Nos	21 Days	Location details attached.

3. You are requested to provide your **quotation latest by 14:00 Hrs. on 09.07.2024**
4. Quotations will be opened in the presence of Quotationers or their representatives who choose to attend at **14:30 Hrs on 09.07.2024** in the office of The Executive Engineer DPMU-Jhargram.
5. We look forward to receiving your quotations and thank you for your interest in this project.

Sd/-
Executive Engineer
DPMU-Jhargram
WBADMIP, WRIDD

Memo No. 111 / 1 (9)

Dated: 21 / 06 / 2024

Copy forwarded for information & wide circulation to:-

1. The Project Director, WBADMI Project, ICMARD Building (8 th Floor), Kolkata - 67.
2. The District Magistrate, Jhargram.
3. The Sabhadhipati, Jhargram Zilla Parishad.
4. The Additional Project Director, WBADMIP.
5. The Controller of Finance, WBADMIP.
6. The DPD (Technical)- (ex-officio S.E.), WBADMIP, Paschim Medinipur.
7. The Divisional Accountant, DPMU-Jhargram.
8. The Procurement Engineer, DPMU-Jhargram
9. The Notice Board of the undersigned.

Sd/-
Executive Engineer
DPMU, Jhargram
WBADMIP, WRIDD

Instructions to Quotationers

1. Scope of Non-Consulting Service:

The Executive Engineer, DPMU Jhargram, WBADMIP, on behalf of the Project Director WBADMIP invites quotations for the Topographical survey of 4 Nos Check Dam as detailed in the table given below through the offline Quotation.

Sl. No.	STEP No.	Brief Description of the Service	Qty.	Unit	Period of completion	Place of survey
1	IN-JHARGRAM-435859-NC-RFQ	Non-Consultancy Services for Topographical Survey under DPMU Jhargram for 4 (four) number of Check Dams i.e., i) Barbari CD, ii) Suabasa CD, iii) Bhauda CD and iv) Akhrasole CD in Jhargram District under WBADMI Project (Ph-II) for the financial year 2024-2025.	4	Nos	21 Days	Location given below

2.0 Each Quotationer has to quote rate in 'Annexure -I: Form of Quotation' in figures and words. Incomplete quotation shall be rejected.

The details of 4 nos Check Dam site are given as per below-

Sl. No.	Name of Schemes	Type of Schemes	District	Block	G.P.	Mouza	J.L. No.	Latitude	Longitude
1	Barabari CD	Check Dam (CD)	Jhargram	Jhargram	Manikpara	Barabari	668	22.402485	87.068433
2	Suabasa CD	Check Dam (CD)	Jhargram	Jhargram	Radhanagar	Suabasa	350	22.460396	86.97074
3	Bhauda CD	Check Dam (CD)	Jhargram	Jhargram	Salboni	Bhauda	666	22.397738	87.054992
4	Akhrasole CD	Check Dam (CD)	Jhargram	Jhargram	Manikpara	Akhrasole	510	22.427046	87.113293

Detail of Service

1) Topographical Survey of the Project Area

The Topographical Survey of the project area shall be carried out as per the following specification.

- Walkover survey of Project area / River / Stream and finalize Area of Interest. It will be carried out after desk study data has been collated. The Data to be collected around the site & its vicinity in relation
Once these surveys are completed, the results should be formally presented in a report which brings together the details of:
 - Site topography;
 - Existing similar construction in up and down stream etc
 - Present land use and probable command areas.
 - Expected construction risks; and
 - Proposed survey methods.
- Finalized the AOI to be done in consultation with Engineer-in charge.

- Detailed Topographic survey shall be started after the contour survey report is accepted by the Engineer-in-charge.
- Collection of Data for Longitudinal and Cross Sections of River/Stream: Data for longitudinal section 1500 m U/S and 500 m D/S and cross section shall be captured in 10m interval. The levels for X section shall be taken not more than at an interval of 30m for River / Stream, so as to have the levels of BL, bed width, berm, TBL, HFL, River Bank, Road and Ground Level as detailed in strip map table both sides 200m from River Center and to the prospective command areas. In addition, levels and other parametric details shall also be taken at all the salient points, upstream and downstream sides of the structures to enable to generate complete drawing of the structure.
- Preparation of Contour map in 1m interval under AOI or Strip area including 25m by 25m grid value of the ground will be required at the period of submission the drawing.
- Details land use plan also be prepared for project area and per supplied land use pattern by authority.
- Details topography study / Survey will be executed on project area / strip area (200m both side of River / Stream)

The successful quotationer will be expected to complete the service works by the intended completion date specified above.

2. This Procurement notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of contracts; and relevant forms to be filled by the quotationers. Implementing Agency has not issued a separate RFQ document for this purpose.

3. **Quotation Rate**

- a) The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) Quoted rate shall be inclusive of all taxes and duties as applicable.
- c) The rates quoted by the quotationer shall be fixed for the financial year 2024-25 and shall not be subject to adjustment on any account.
- d) The rate shall be quoted in Indian Rupees only in words and figure.
- e) Prices quoted by the Quotationer shall be fixed during the Quotationer's performance of the Contract and not subject to variation on any account. A quotation submitted with an adjustable price will be treated as non-responsive and rejected.

4. **Each quotationer shall submit only one quotation. Quotation should be submitted in sealed covers.**

Potential and prospective Quotationers are requested to provide his/her/their quotation before **14.00 hrs. of 09.07.2024. Time of opening of Quotation is at 14.30 hrs. on 09.07.2024.**

5. Quotation must be received in sealed envelope in the office of The Executive Engineer, DPMU-Jhargram, WBADMI Project, (Address) not later than the time and date given in invitation.

6. **Documents Establishing Quotationer's Eligibility and Qualifications:**

- a. Copy of Valid 15 digit Goods & Services Tax payer Identification Number (GSTIN) under GST ACT 2017.
- b. Valid PAN number with self-attested copy of PAN.
- c. Valid Trade License.
- d. Experience in similar type of Service like Topographical Survey related work should be submitted in any one the last three years in any Govt. /Semi Govt./Govt. undertaking organisation.

7. **Validity of Quotation**

Quotation shall remain valid for a period not less than 180 days after the deadline date specified for submission.

GST on Services shall be taken into account in evaluation if any.

8. **Opening of Quotation**

Quotation will be opened in the presence of quotationers or their representatives who chose to attend on the date and time and at the place specified in the letter or invitation.

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

9. **Evaluation of Quotations**

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

- (a) Meet the qualification criteria specified in clause 6 above
- (b) are properly signed, and
- (c) conform to the terms and conditions, and specifications and drawing without material deviations.

10.0 **Award of contract**

- 10.1 The Executive Engineer, DPMU Jhargram will award the contract to the quotationer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- 10.2 Notwithstanding the above, the Purchaser/ Employer reserve the right to accept or reject any quotations and to cancel the Request for Quotation process and reject all quotations at any time prior to the award of contract.
- 10.3 The quotationer whose quotation is accepted will be notified of the award of contract by the Purchaser/ Employer prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.
- 10.4 Payment shall be made in following manner:
100% of payments after completion of successful Survey Work duly verified by the authority after necessary deduction.
- 10.5 Payment authority: The Executive Engineer, DPMU-Jhargram .

11 **Security deposit :-**

Security Deposit @ 3% of the total value of the bill shall be deducted at the time of payment or the same can be submitted as Performance Security in the form of Bank guarantee or bank draft in favor of Executive Engineer, DPMU-Jhargram.

12. **Release of Security Deposit:**

Security deposit shall be released after three (3) months from the date of completion of service after receiving acceptance certificate from the concerned person, DPMU Jhargram.

13. **Completion time:**

The service works should be completed in 21 (Twenty-One) days 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.

14. **Deduction of Security Deposit:**

Security Deposit @ 3% of the total value of the bill shall be deducted at the time of payment or the same can be submitted as Performance Security in the form of Bank guarantee or bank draft in favor of Executive Engineer, DPMU-Jhargram.

15. **Defect Liability Period:**

The "Defect Liability Period" is three months from the date of submission of deliverables as per the scope of service. During the defect liability period, the agency will be responsible for rectifying any defects & error in construction & deliverables free of cost to the Employer.

ANNEXURE-I

NATIONAL SHOPPING PROCEDURE NIQ – DPMU/Jhargram/E5-01/2024-25

FORMAT OF QUOTATION

To
The Executive Engineer,
WBADMIP, DPMU-Jhargram

Reference :

Name of Service: - Non-Consultancy Services for Topographical Survey under DPMU Jhargram for 4 (four) number of Check Dams i.e., i) Barbari CD, ii) Suabasa CD, iii) Bhauda CD and iv) Akhrasole CD in Jhargram District under WBADMI Project (Phase-II) for the financial year 2024-2025.

Sl. No	Description of Service Works	Qty	Unit	Quoted Unit rate (inclusive of all)	Amount	
				In figure (Rs)	In figure (Rs)	In words
1	Site visit and verification of each check dam site	4	Nos CD			
2	Conducting survey work and preparation of Survey Report which must include Cross Sectional Area of river at 0m and 30m, 60m and 90m upstream and downstream C.S. & Longitudinal Section of river 1500m upstream and 500m downstream level at every 30m	4	Nos CD			
3	Preparation of DPR, Preparation of vicinity plan and Index Plan having catchment area details and village plan with details of well and benefitted area as per specified format attaching require document	4	Nos CD			
4	Hiring charges of vehicle	4	Nos CD			
Gross Total Amount (Rs.)						

Gross Total Cost: (In Word)

We agree to execute the service works in accordance with the approved Quantity and technical specifications at a total contract price of Rs.(amount in figures) & (Rupees..... amount in words) within the period specified in the Invitation for Quotations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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 certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this Quotation is valid up-to 180 days in Clause 7 of the Instructions to Quotationers.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Quotationer : _____

Address : _____

**Draft Agreement form for
Construction through Item rate contract**

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20 __, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Agency), S/O _____ resident of _____¹ (hereinafter referred to as the second party), to execute the service of _____ (hereinafter referred to as service) on the following terms and conditions.

2. Cost of the Contract

The total cost of the service (hereinafter referred to as the "total cost") is Rs. ____ as reflected in Annx - 1.

3. Payments under its contract:

3.1 After successful completion of services duly verified by the competent authority 100% payment will be made after deductions security deposit in terms of the contract and taxes, at source, as applicable under the law.

3.2 Items of the service for which no rate or price has been entered will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

3.3 Deduction of Security Deposit:

Security Deposit @ 3% of the total value of the bill shall be deducted at the time of payment or the same can be submitted as Performance Security in the form of Bank guarantee or bank draft in favor of Executive Engineer, DPMU, Jhargram.

3.4 Release of Security Deposit:

Security deposit shall be released after three (3) months from the date of completion of service after receiving acceptance certificate from the concerned person, DPMU-Jhargram.

4. Completion time:

The service works should be completed in 21 (Twenty-One) days 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 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.

6. Any willful delay on the part of the second party in completing the service works within the stipulated period will render him liable to pay liquidated damages. @ Rs. _____ 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.

(@Note: The amount of liquidated damages per day should be determined at not less than 0.05 % of the contract value of the service works and indicated here).

7. Duties and responsibilities of the Second Party:

The second party shall:

- a) take up the service works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the service works;

- c) regularly supervise and monitor the progress of service work;
- d) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- e) ensure that the work is carried out in accordance with service details/specifications and within the total of the contract amount without any cost escalation;
- f) keep the first party informed about the progress of service work;
- g) correct the notified defects within the length of time specified by the Engineer;
- h) maintain necessary insurance against workman disability compensation claims of the personnel deployed on the service works as well as third party claims from the start date to the end of defect liability period;
- i) abide by the regulatory authority conditions (if any) attached to any permits or approvals for the project; and the ESHS Management Strategies and Implementation Plan and ESHS Code of Conduct, if any prescribed by the Employer;
- j) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authorities;
- k) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- l) be responsible for the safety of all activities on the Site.

8. Variations / Extra Items

The service works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable.

The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

9. Termination

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

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

- (a) the agency has engaged in Fraud and Corruption as defined in Section C, in competing for or in executing the Contract; and
- (b) the agency has delayed the completion of the service works by the number of days for which the maximum amount of liquidated damages can be paid

9.3 Notwithstanding the above, the Employer may terminate the agency for convenience.

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

10. Payment upon Termination

10.1 If the Contract is terminated because of a fundamental breach of Contract by the Agency, 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.

10.2 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 Agency's personnel employed solely on the Service Works, and the Agency's costs of protecting and securing the Service 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.

11. Dispute settlement

If over the service 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 / Superintending Engineer, (not connected in part or whole with this Project in his service) 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.

12. Fraud and Corruption

The World Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section C. In further pursuance of this policy, the Agency shall permit and shall cause its sub-agencies, sub-consultants, service providers, suppliers, agents' personnel, to permit the Bank to inspect all accounts records, and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.
