



**भारत सरकार**

**GOVERNMENT OF INDIA**

**जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय**

**Ministry of Water Resources, River Development and Ganga Rejuvenation**

**केन्द्रीय जल और विद्युत अनुसंधान शाला**

**Central Water & Power Research Station**

**खड़कवासला, पुणे - 411 024**

**Khadakwasla, Pune – 411 024**

**TENDER DOCUMENT**

**(E-PROCUREMENT MODE)**

**FOR WORK OF**

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**Conducting Bathymetry Survey using multi beam echosounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh**

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*[Two Envelope with e-Bidding]*



Government of India  
Ministry of Water Resources, RD & GR  
**Central Water & Power Research Station  
Khadakwasla, Pune-411024**

Telephones: 020-24103220

Email: cpc.cwprs-pune@gov.in

web: [www.cwprs.gov.in](http://www.cwprs.gov.in)

No. CWPRS/CPC/AAO(P)/106/2018/

Dated: 12.11.2018

**E - Notice Invite Tender**

The Scientist-C, Construction and Procurement Cell, CWPRS, Pune, on behalf of President of India, invites online e-tenders through the website <http://eprocure.gov.in/eprocure/app> (CPP Portal) under **single stage two bids system** of item rate/percentage rate/Lump Sum bids from eligible firms/agencies/contractor from of those having work experience of similar nature for execution of the following work:

NIT No.	<b>106/2018-19</b>
Name of the Work	Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh
Earnest Money Deposit (EMD)/Bid Security	Amount: Rs. 6,000/- Validity : 90 days + 45 days
Date of release of Tender through CPP Portal	12.11.2018 at 18.00 hrs.
Start date of free download of bid document through CPP Portal	12.11.2018 at 18.00 hrs
Last date for seeking clarification if any. (online only i.e through e-mail)	22.11.2018 up to 17:00 hrs
Last date & time for submission of online bid through CPP Portal	<b>28.11.2018 at 11.00 hrs.</b>
Date & time for opening of technical bid (online) through CPP Portal	<b>30.11.2018 at 11.00 hrs.</b>
Date & time for opening of financial bid (online) through CPP Portal	Financial bids of those firms who are technically qualified will be opened online immediately
Validity period of Bid	90 days
<b>Time limit for completion of Work</b>	<b>45 days from date of issue of contract order</b>
Officer Inviting Bids	The Scientist – C, Construction & Procurement Cell (CPC), Central Water & Power Research Station, Khadakwasla, Pune-411024

1. Bid Documents can be downloaded from CWPRS website <http://www.cwprs.gov.in> or from the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> free of cost.
2. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website <http://eprocure.gov.in/eprocure/app> for participating in the bidding process.
3. Bidders should also possess a valid Digital Signature Certificate (DSC) of Class III for online submission of bids.
4. Bids received on CPP portal (<http://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
5. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through **CPP Portal** only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our **CPP Portal** for updates.
6. The amount of Earnest Money Deposit (EMD)/Bid Security of **Rs. 6,000/-** in the form of Demand Draft/Fixed Deposit Receipts (FDR) of any Nationalized/ Scheduled Bank in favour of "**Pay and Accounts Officer, CWPRS, Pune**" payable at Pune with **a validity period of minimum 135 days from the date of opening of Technical Bids. If validity is less than the required period, the bid will be rejected.** The bidder should upload the scanned copy (.pdf) of the EMD along with Technical bid document.
7. **The original copy of EMD / Bid Security should be submitted to the office of Scientist-C, CPC, CWPRS, Pune on or before 30.11.2018 at 11:00 hrs by personally or through post or courier. The bid will be opened of those original EMD received by office within stipulated date and time. Other bids will not open and it will be treated as non-responsive and hence rejected.**
8. On opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
9. The bidders should upload the scanned copy of duly signed full bid documents (.pdf) along with compliance report/statement.
10. The bidder must ensure to quote his/her item rate / percentage rate /Lump-sum bid in the attached Bill of Quantity (**BoQ**) (Financial Bid) in Excel Format only.
11. All the tender documents (Technical & Financial bid) to be uploaded as per this tender are to be digitally or duly signed by the bidder.
12. All the communications with respect to the tender shall be addressed to:

**The Scientist -C  
Construction and Procurement Cell  
Room No. 201, OCL Building  
Central Water & Power Research Station (CWPRS)  
Pune - Sinhagad Road, Khadakwasla  
Pune – 411024, Maharashtra  
Email : [cpc.cwprs-pune@gov.in](mailto:cpc.cwprs-pune@gov.in)**

List of Documents to be scanned and uploaded within the specified date and time i.e. period for bid submission:

**COVER – I (Technical Bid)**

- i. A scanned copy of Demand Draft/FDR of any Schedule Bank against EMD/Bid security.
- ii. Certificate of Registration for GST.
- iii. Work Experience Certificate of similar nature is to be considered only.
- iv. Digitally / Duly signed full tender documents (.pdf) along with compliance report/statement (if applicable).
- v. Scanned documents as per clause 5.2 & 14.3 of ITB

**COVER – II (Financial Bid)**

- i. Bill of Quantities (BoQ)

Scientist-C  
Construction and Procurement Cell

Copy to :

1. Shri P S Kunjeer, Sc-C, HAPT Division through Dr (Mrs) Neena Isaac, Scientist – E for information
2. Notice board

## GOVERNMENT OF INDIA

### INVITATION FOR BIDS (IFB)

Date: 12/11/2018  
NIT No.:106/2018-19

1. Bidders are advised to note the minimum qualification criteria specified in the Bidding Documents in order to qualify for the award of the Contract.
2. The **Scientist –C, Construction and Procurement Cell, Central Water and Power Research Station, Pune-24** invites bids electronically from eligible firms/agencies for work of “**Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh** ”. The bidders may submit Bids for execute the work as mentioned below.

Sl. No	Description of Work	Quantity	Location	Duration
1	Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh	100 line Km	Indira Sagar Power Station (ISPS), NHDC Ltd, Khandwa, Madhya Pradesh	45 days

3. The Bidding Document is available online and can be downloaded free of cost by logging on to the website <http://eprocure.gov.in/eprocure/app> or <http://www.cwprs.gov.in>. The bids are to be submitted online through the e-procurement portal only (<http://eprocure.gov.in/eprocure/app>). Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
4. For submission of the Bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring 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: <http://eprocure.gov.in/eprocure/app>
5. Bids must be accompanied by Bid Security/EMD for the amount and in the form specified in the Bidding Document. Bid security shall have to be valid for **45 days** beyond the validity of the bid. Bids should be valid for **90 days** after the deadline date specified for submission. Procedure for submission of Bid Security is described in Para 7 below.
6. Bids must be submitted on <http://eprocure.gov.in/eprocure/app> on or before **11:00 hrs** on **28.11.2018** and will be opened online on **30.11.2018** at **11:00 hrs**. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the Bids as specified, the Bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid (including discount) received outside e-Procurement System will not be considered. The electronic bidding system would not allow late submission of bids.
7. The Bidders are required to submit **original EMD/Bid Security in approved form** to Scientist – C, Construction & Procurement Cell (CPC), Central Water & Power Research Station, Khadakwasla, Pune-411024 at the address given below before the date and time specified for opening of the Bids on **30.11.2018** at **11:00 hrs** by

registered post/speed post/courier or by hand, failing which the Bids will be declared non-responsive and will be rejected.

8. Other details can be seen in the bidding documents. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the Bidder's responsibility to verify the website for the latest information related to the Bid.

**Name and address of Purchaser**

***The Scientist 'C'  
Construction and Procurement Cell  
Room no.201, OCL Building  
Central Water and Power Research Station  
Pune – Sinhagad Road  
Khadakwasla, Pune-411024***

Tel. No: +91-20-24103220  
Fax No. +91-20-24381004  
Email : cpc.cwprs-pune@gov.in

## Invitation for Bids for Works

1. The **Scientist 'C', Construction and Procurement Cell, CWPRS, Khadakwasla, Pune-24** invites Bids which shall be submitted in the e-Procurement Portal for the execution of following work

Sl. No	Description of Work	Quantity	Location	Duration
1	Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh	100 Line Km	Indira Sagar Power Station (ISPS), NHDC Ltd, Khandwa, Madhya Pradesh	45 days

2. Detailed Invitation for Bid is available on <http://eprocure.gov.in/eprocure/app>. The Bidding Document is also available online and can be downloaded free of cost by logging on to the <http://eprocure.gov.in/eprocure/app> or <http://www.cwprs.gov.in>
3. The deadline for submission of Bids is **28.11.2018 at 11:00 hrs.** Bids will be opened on **30.11.2018 at 11:00 hrs.**
4. Bidders are advised to note the minimum qualification criteria specified in the bidding documents. Interested Bidders may participate in the bidding process as per instructions given in the Bidding Documents.

### Name and address of Purchaser

The Scientist 'C'  
Construction and Procurement Cell  
Room no.201, OCL Building  
Central Water and Power Research Station  
Pune – Sinhagad Road  
Khadakwasla, Pune-411024  
Tel. No: +91-20-24103220  
Fax No. +91-20-24381004  
E-mail: [cpc.cwprs-pune@gov.in](mailto:cpc.cwprs-pune@gov.in)

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## **SECTION 1 - INSTRUCTIONS TO BIDDERS**

# Section 1 - Instructions to Bidders (ITB)

## A. General

### 1. Scope of Bid

- 1.1 The Purchaser, namely **Scientist 'C', Construction and Procurement Cell, CWPRS, Khadakwasla, Pune - 24** issues these Bidding Documents for the execute the works and related services as specified in **Section 5** Schedule of Requirements. The name and identification number of this work is **106/2018-19**

### 2. Source of Funds

- 2.1 The expenditure to be incurred for this intended execution of work will be met from the funds available with the purchaser named in the Schedule of Quantities, hereinafter referred to as “the purchaser”

### 3. Eligible Bidders

- 3.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. This invitation for online bids is open to all bidders, who fulfill the eligibility criteria as well as the Qualification criteria, incorporated in this document.

### 4. Amendment of online bidding documents

- 4.1. At any time prior to the deadline for submission of online bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the online bidding documents by amendment.
- 4.2. The Amendment will be notified on the CPP portal as corrigendum. Bidders may check the CPP portal for corrigendum, if any. No separate notification will be sent to Bidders by email /Fax / Phone etc. in this regard.
- 4.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their online bids, the purchaser may, at its discretion, extend the deadline for the submission of online bids and other allied time frame having linkage with that deadline

## B. Preparation of Bids

### 5. Documents Comprising the Bid

- 5.1 The Bid shall comprise Two Parts, namely the **Technical Part** and the **Financial Part**. These two Parts shall be submitted simultaneously

- 5.2 The **Technical Part of Bid** shall comprise the following:
- (a) Letter of Bid – Technical Part in accordance with ITB Clause 6;
  - (b) Bid Security in accordance with ITB Clause 12;
  - (c) Documentary evidence in accordance with ITB Clause 10 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
  - (d) Performance Statement of bidders for similar nature of work executed during the last 3 years, in accordance with ITB 10.2;
  - (e) List of Works & Related Services indicating Bidder's offered duration period, on the form given in Section 5.
- 5.3 The **Financial Part of Bid** shall comprise the following:
- (a) **Bill of Quantities (BoQ)** (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online.

## 6. Letter of Bid and Bill of Quantities

- 6.1 The Bidder shall submit the **Letter of Bid – Technical Part**, and **Bill of Quantities (BoQ)** using the forms furnished in Section 3, Bidding Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested.

## 7. Alternative Bids

- 7.1 Alternative bids shall not be considered.

## 8. Bid Prices and Discounts

- 8.1 Price Schedules shall conform to the requirements specified below.
- 8.2 The price to be quoted in the Financial Part (Bill of Quantities) shall be the total price of the Bid (**as per BoQ**)
- 8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- 8.4 Prices shall be quoted as specified in the Bill of Quantities included in Section 3, Bidding Forms as stated below:
- (i) The cost of the work quoted excluding Goods and Services Tax (GST) as per BoQ
  - (ii) The cost for transportation, insurance, and other local services required to execute the work at Final Destination i.e **Project Site**, namely **Indira Sagar Power Station (ISPS), NHDC Ltd, Khandwa, Madhya Pradesh** shall be quoted in BoQ as specified column.

## 9. Currencies of Bid

- 9.1 The Bidder shall quote in **Indian Rupees** only **in BoQ**.

## 10. Qualifications of the Bidder and Documentary Evidence

10.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall be submitted as part of its Technical Part of Bid, to establish to the Purchaser's satisfaction:

(a) that the Bidder meets the following qualification criterion:

***The bidder should have completed at least two (2) similar nature of works of each value 100% of estimated cost work in the last 3 years ending last day of the month previous to the one in which the tenders are invited.***

10.2 The Bidder shall also submit with its Bid, details of similar works executed during the **last 3 years** preceding the deadline for Bid submission, using the Proforma for Performance Statement included in Section 3. Bidders shall invariably furnish documentary evidence (End User's certificate) as specified above.

10.3 Bids from Joint Ventures are not acceptable

## 11. Period of Validity of Bids

11.1 Bids shall remain valid for the period of **90 days** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

## 12. Bid Security

12.1 The Bidder shall furnish as part of its Technical Part of Bid, a Bid Security/EMD, in original for an amount of **INR 6,000/-** in favour of "**Pay and Accounts Officer, CWPRS, Pune**"

Bid Security/EMD should be in one of the following forms:

- (i) Demand Draft (DD) issued by a nationalized/scheduled bank; or
- (ii) Fixed Deposit Receipt (FDR) certificates issued by a nationalized/scheduled bank for equivalent or higher values are acceptable provided these are pledged in favour of the "**Pay and Accounts Officer, CWPRS, Pune**" and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificates.

**The Bid Security / EMD shall be valid for forty-five (45) days beyond the original validity period of the Bid**

12.2 If a Bid is not accompanied by a substantially responsive Bid Security / EMD, it shall be rejected by the Purchaser as non-responsive.

12.3 Bid Security / EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB **32**.

12.4 The Bid Security / EMD of the un-successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

12.5 The Bid Security / EMD may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 31; or
  - (ii) Furnish a performance security in accordance with ITB 32.

### 13. Preparation and Signing of Bid

- 13.1 The Bidder shall prepare the Bid as per details given in ITB 14.
- 13.2 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position held by person signing the authorization must be typed or printed below the signature.
- 13.3 Corrections, if any, in the bid can be carried out by editing the information before electronic submission on CPP Portal (<http://eprocure.gov.in/eprocure/app>)

## C. Submission and Opening of Bids

### 14. Electronic Submission of Bids, and Submission of Original Documents

- 14.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement Portal (**CPP Portal**). Detailed guidelines for viewing Bids and submission of online Bids are given in the **CPP Portal**. Any Bidder can log on to this **CPP Portal** and view the IFB and details of Works for which Bids are invited. However, every Bidder has to enrol/ register in the **CPP Portal**, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the **CPP Portal** using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the **CPP Portal** through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

- 14.2 The Bidder shall submit Bid in two separate online folders **simultaneously**, i.e. Folder 1, for the **Technical Part** and Folder 2 - for the **Financial Part**.
- 14.3 **The 'Technical Part of Bid'** submitted online by the Bidder shall comprise the following documents and the Bidder shall upload scanned copies of these documents with the Bid.
  - (i) **Letter of Bid – Technical Part** as per format given in Section 3;
  - (ii) **Bid Security** in accordance with ITB 12;
  - (iii) **Delivery Period Offered**: List of Works & Related Services indicating Bidder's offered delivery period, on the form given in Section 5;

- (iv) **Performance Statement** of bidder for similar nature of works executed during the last 3 years.
- (v) **Qualifications of the Bidder:** Documentary evidence of Bidder's qualifications to perform the Contract.
- (vi) **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)

14.4 The Technical Part of Bid shall not include any financial information related to the Bid price. Where any financial information related to the Bid price is contained in the Technical Part of Bid, the Bid shall be declared non-responsive.

14.5 The **Financial Part of Bid** submitted online by the Bidder shall comprise the following:

- (a) Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) **wherein the rates shall be entered online.** Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.

14.6 All documents are required to be signed digitally by the Bidder. The System generates a Unique Bid Identification Number, time stamped as per server time, as an acknowledgement for Bid submission.

#### 14.7 Submission of Original Documents

Bidders are required to submit the following documents in original to the Purchaser's office.

- (i) **Original Bid Security / EMD in approved form**

The original Bid Security / EMD documents should be received by the Purchaser **before the date and time fixed for opening of Technical Part of Bids (30/11/2018 at 11:00 hrs)** either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive, and will not be opened. Hard copies of Bids or any other documents are not required to be submitted.

14.8 Any Bid or modifications to Bid (including discount) received outside the e-Procurement System (**CPP Portal**) shall not be considered.

14.9 **Bids submitted manually or by Telex, or Cable or by Fax will be rejected as non-responsive**

### 15. Deadline for Submission of Bids

15.1 Bids must be uploaded online no later than the **28.11.2018 at 11:00 hrs** . A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. The

modification and consequential re-submission of Bids is allowed any number of times.

- 15.2 A Bidder may withdraw its Bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. However, if a bid is withdrawn, re-submission of the Bid is allowed

## **16. Late Bids**

- 16.1 The electronic bidding system would not allow any late submission of Bids after due date and time as per server time

## **17. Opening of Technical Parts of Bids**

- 17.1 The Purchaser shall open Technical Parts of all Bids online in the Purchaser's office, on **30.11.2018 at 11:00 hrs**, and this can also be viewed by the Bidders online. The Financial Parts of the Bids shall remain unopened in the e-Procurement System, until the evaluation of the Technical Parts of the Bids.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids will be opened at the appointed time and location on the next working day.

- 17.2 In all cases, original documents submitted as specified in ITB 14.7 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 14.7 will be declared non-responsive and will not be opened.

- 17.3 The Purchaser shall prepare a record of the Technical Part Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification.

The Technical Part Bid opening summary will be uploaded on the e-Procurement Portal (**CPP Portal**).

- 17.4 Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

## **D. Evaluation of Bids**

### **18. Confidentiality**

- 18.1 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

- 18.2 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing

### **19. Clarification of Bids**

- 19.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing.

## **E. Evaluation of Technical Parts of Bids**

### **20. Evaluation**

- 20.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 20.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without any deviation, reservation, or omission.
- 20.3 Evaluation of Technical Parts of Bid with respect to documents and information furnished in the Bid pursuant to ITB Clause 14.3 shall be taken up. The Purchaser will determine whether each Bid (a) has been properly signed of the Bid; (b) is accompanied by the Bid Security/EMD of requisite amount and validity in the approved form; (c) meets the eligibility criteria (d) Duration Period offered meets the specified requirements; and (e) has furnished details of work experience .
- 20.4 Bids offered duration of time limit beyond the stipulated time limit will be treated as non-responsive.
- 20.5 General conditions of Contract stipulate payment schedule offered by Purchaser. If the Bid deviates from that schedule the Bid will be treated as non-responsive.
- 20.6 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser.
- 20.7 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in ITB Clause 10.1.

### **21. Notification of Result of Evaluation of Technical Parts**

- 21.1 Only Bids that are substantially responsive to the bidding document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Bids.
- 21.2 Evaluation of Technical Parts of Bid will be completed by the Purchaser, and a list will be drawn up of the qualified bidders whose Financial Part of Bids will be eligible for opening.
- 21.3 Purchaser shall notify through CPP Portal those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them as under:
  - (a) That their Technical Part of Bid failed to meet the requirements of the bidding document; and
  - (b) That their Financial Part of the Bid shall not be opened.
- 21.4 The result of evaluation of the Technical Parts of Bid shall also be made available on e-Procurement Portal.



- 21.5 The Purchaser shall notify through CPP Portal those Bidders whose Technical Parts of Bids have been evaluated as substantially responsive as under:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
  - (b) their Financial Part of Bid will be opened online; and
  - (c) notify them of the date and time of the online opening of the Financial Parts of the Bids

## **F. Public Opening and Evaluation of Financial Parts of Bids**

### **22. Opening of Financial Parts of Bids**

- 22.1 The financial bids shall be opened online on the CPP portal on the notified date. All the bidder's names, the Bid prices, the total amount of each bid, including any other details can be viewed online at the time of financial bid opening.
- 22.2 The electronic summary of the bid opening will be generated by online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online

### **23. Correction of Arithmetical Errors**

- 23.1 The e-Procurement System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction

### **24. Evaluation of Financial Parts of Bids**

- 24.1 During the detailed evaluation of Financial Parts of Bid, the substantial responsiveness of the Bids will be further determined with respect to those bid conditions i.e. Bill of Quantities (BoQ). The Purchaser shall confirm that the following documents are in accordance with the requirements specified in the bidding document. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bill of Quantities (BoQ) in accordance with ITB Clauses 6, 8 & 9.
- 24.2 If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation

### **25. Determination of Evaluated Bid prices**

- 25.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage, to be substantially responsive.
- 25.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 26.3. No other criteria or methodology shall be permitted.
- 25.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) **Bids will be evaluated for the combined cost of all the items mentioned in BoQ and the Contract will be awarded to the lowest evaluated (L1) Bidder.**

- ( b ) Evaluated price shall be arrived up to Final Destination at by adding (i) price of work (ii) GST on work as per prevailing govt rate (iii) price for inland transportation, insurance, and other local services required to execute the work at Final Destination (project site) if any

## **26. Comparison of Bids**

- 26.1 The Purchaser shall compare all substantially responsive bids evaluated in accordance with ITB Clause 25.3 to determine the lowest evaluated Bid.

## **27. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

- 27.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders

# **G. Award of Contract**

## **28. Award Criteria**

- 28.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **29. Purchaser's Right to Vary Quantities at Time of Award**

- 29.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of work and Related Services originally specified in Section 5, Schedule of Requirements, provided the variation does not exceed **100%** and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

## **30. Notification of Award; Publication of Award & Recourse to unsuccessful Bidders**

- 30.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The Purchaser shall enclose with Notification of Award, the Contract Agreement Form duly filled in for getting it signed by the selected Bidder.
- 30.2 Until the formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 30.3 The Purchaser shall publish on its website. <http://eprocure.gov.in/eprocure/app> or [www.cwprs.gov.in](http://www.cwprs.gov.in) the results identifying the Bid the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 30.4 Upon the successful Bidder's furnishing of the Performance Security in accordance with ITB Clause 32 and signing the Contract Agreement Form pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful Bidder through CPP portal.

### **31. Signing of Contract**

- 31.1 The successful Bidder shall sign with date, the Contract Agreement Form sent by the Purchaser pursuant to ITB 30.1, and return it to the Purchaser within 15 days of the date of receipt of the Notification of Award.

### **32 Performance Security**

- 32.1 Within **fifteen (15) days** of the receipt of Notification of Award/Work Order from the Purchaser, the successful Bidder shall furnish the Performance Security in the form specified in the GCC in favour of **“PAO, CWPRS, Pune”**. The bidders may see the name of the winning Bidder and the names of unsuccessful bidders on CPP Portal.
- 32.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in accordance with ITB 12.5.

## Section 2 - General Conditions of Contract

## Section 2 - General Conditions of Contract

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## Section 2 - General Conditions of Contract

### 1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" mean the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Purchaser's Country" is India.
- (i) "Purchaser" means the entity executing of work and related services, as specified in the Contract Agreement.
- (j) "Related Services" means the services incidental to the execution of work, such as insurance, installation of equipments, transportation of equipments, data collection, start-up, training and initial maintenance and other such obligations of the bidder under the Contract.
- (k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the execution of any part of the Related Services is subcontracted by the Bidder.
- (l) "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) "The Project Site," where applicable, means the place where the execution of work is carried out named in the Contract Agreement.

## **2. Fraud and Corruption**

- 2.1 If the Purchaser determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Bidder terminate the Bidder's employment under the Contract and cancel the contract without prejudice to the other sanctions established in law.

## **3. Governing Law**

- 3.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

## **4. Settlement of Disputes**

- 4.1. The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract
- 4.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by 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 Purchaser. Arbitration may be commenced prior to or after execution of work under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in Arbitration and Conciliation Act 1996.
- 4.3. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Bidder any monies due the Bidder.

## **5. Scope of Work**

- 5.1 The execution of work and related services shall be as specified in the Contract Agreement.

## **6. Duration/Time Limit**

- 6.1 The Duration for completion of the work and related services shall be in accordance with the completion schedule specified in the Schedule of Requirements

## **7. Bidder's Responsibilities**

- 7.1 The Bidder shall execute the work and related services included in the Scope of Work in accordance with GCC Clause 5, and the Duration for complete the work, as per GCC Clause 6.

## 8. Contract Price

- 8.1 Prices charged by the Bidder for the execution of work and the related services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.

## 9. Terms of Payment

- 9.1 The Contract Price shall be paid, for as specified in the Contract Agreement as under:
- (a) **The contract price (100%) shall be paid to the bidder within thirty (30) days from the date of successful completion of work in all respect or the Acceptance Certificate issued by the Purchaser's representative whichever is later.**
  - (b) The Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the work executed and related services performed, and by the dispatch documents, and upon fulfillment of all other obligations stipulated in the Contract.
  - (c) A sum @ 2 % of the gross amount of the bill shall be deducted from bill of the contractor towards the Income tax and 3% surcharge/cess. Form 16 A for Tax Deducted at Source (TDS) will be issued to the contractor after the end of the financial year.
  - (d) **The payments shall be made in Indian Rupees to the Bidder under this Contract.**

## 10. Taxes and Duties

- 10.1 The Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the work of the contracted by the Purchaser

## 11. Performance Security

- 11.1 **The Bidder shall, within Fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract for an amount of 10 % of the contract value, valid up to 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.**
- 11.2 The Performance Security shall be in the form of a FDR or crossed demand draft or Bank Guarantee drawn in favour of "**Pay and Accounts Officer, CWPRS, Pune**" payable at Pune, which shall be issued by any Nationalized/Scheduled bank in India.
- 11.3 The Performance Security shall be discharged by the Purchaser and returned to the Bidder not later than twenty-eight (28) days following the date of Completion of the Bidder's performance obligations under the Contract, including any **warranty period**.



## 12. Specifications and Standards

### 12.1 Technical Specifications and Drawings

- (a) The scope of work and related services under this contract shall conform to the technical specifications and standards mentioned in **Section 5, Schedule of Requirements**.

## 13. Inspections and Tests

- 13.1 The periodical inspections and tests shall be conducted by the Purchaser during the execution of work at the project site.
- 13.2 The Purchaser may reject any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The bidder shall either rectify or replace such rejected work or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.

## 14. Liquidated Damages

- 14.1 If the Bidder fails to execute the work any or all of the works by the Date(s) of time limit or perform the related services within the period specified in the Contract, the Purchaser may deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5%** of the contract value of the delayed work for each week or part thereof of delay until actual completion or performance, up to a maximum deduction of **10%** of the Contract value.

## 15. Warranty

- 15.1 The bidder warrants that the work executed by him free from defects arising from any act or arising from workmanship, under normal use in the conditions prevailing in the country of final destination.
- 15.2 The warranty shall remain valid for **Six Months** after the completion of the work, or any portion thereof as the case may be, have been delivered to and accepted at the final destination/ Project site indicated in the Contract Agreement.
- 15.3 Upon receipt of such notice, the bidder shall, within 30 days, expeditiously repair or replace the defective workmanship/Goods or parts thereof, at no cost to the Purchaser.

## 16. Extensions of Time

- 16.1 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the works or completion of related services, the Bidder shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 16.2 Any delay by the Bidder in the performance of its completion of work and Completion obligations shall render the bidder liable to the imposition of liquidated damages pursuant to GCC Clause **14**, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause **16.1**.

## 17. Termination

### 17.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract in whole or in part:
  - (i) If the Bidder fails to execute the works any or all of the works within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 16;
  - (ii) If the Bidder fails to perform any other obligation under the Contract; or
  - (iii) If the Bidder, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 2, in competing for or in executing the Contract
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1(a), the Purchaser may execute, upon such works and in such manner as it deems appropriate, works or related services similar to those not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar works or related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

## 18. Assignment

- 18.1 Neither the Purchaser nor the Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## **Section 3 – Bidding Forms**

## **Section 3 – Bidding Forms**

### **Table of Forms**

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# Letter of Bid –Technical Part

*INSTRUCTIONS TO BIDDERS: PLEASE DELETE THIS BOX ONCE THE DOCUMENT HAS BEEN COMPLETED.*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.*

Our Reference: No..... Dated.....

To:

**The Scientist 'C'**  
**Construction and Procurement Cell**  
**Central Water and Power Research Station**  
**Khadakwasla, Pune-411024**

Subject: **Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh**

Ref : **NIT No. 106/2018-19**

Sir,

1. We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) Technical Part; and
- (b) Financial Part

2. In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents;
- (b) **Conformity:** We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
- (c) **Bid Validity Period:** Our bid shall be valid for the period of **90 days**, from the deadline fixed for the bid submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) **Performance Security:** If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 32 and GCC Clause 11 for the due performance of the Contract;
- (e) **Eligibility:** We meet the eligibility requirements and have no conflict of interest;

- (f) **One Bid Per Bidder:** We are not participating in more than one bid in this bidding process;
- (g) **Government owned entity:** We are not a government owned entity/ We are a government owned entity but meet the requirements specified in the World Bank's Guidelines referred to in ITB 3.1
- (h) **Ineligibility:** Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract - has not been declared under Indian laws or official regulations;
- (i) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) **Suspension and Debarment:** We have not been debarred from participation in bidding/removed from approved list (dealings suspended) by the Central or any State Government.
- (l) **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 Collusion, Fraud and Corruption.
- (m) **Prevention of Corruption Act:** We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Yours faithfully,

Authorized Signature

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

In the capacity of *[insert legal capacity of person signing the Letter of Bid]*

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

Address \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

# BILL OF QUANTITIES (BoQ)

Name of Bidder : *[insert complete name of Bidder]*  
 NIT No: **106/2018-19**

<b>PRICES IN INR</b>										
1	2	3	4	5	6	7	8	9	10	11
Line Item No	Description of Goods/ Related Services	Quantity	Unit	Duration to complete the work at Project Site	Country of Origin	Rate per Line Km	GST (amount quoted for total work)	Price for equipment transportation, handling, insurance, work force and other services required to conduct survey at Project Site	Total price at Project Site (Col 3X7)	Total Price (Grand Total) (Col 10+9+8)
1.01	Conducting Bathymetry Survey using multi beam echosounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh as per schedule of work and technical specifications	100	Line Km	45 days from the date of issue of work order/Notification of award	India					
<b>Total Price</b>										

# PROFORMA FOR PERFORMANCE STATEMENT

[Reference: ITB 11.2]

## Proforma for Performance Statement (for a period of last 3 years)

NIT No. **106/2018-19**

Date of opening. **30.11.2018**

Time **11:00 Hours**

Name of the Bidder \_\_\_\_\_

S.no	Name of Employer	Description of work	Contract No. and date	Value of contract (Rs. Lakhs)	Stipulated Date of completion	Actual date of completion	Remarks explaining reasons for delay in completing the work
1							
2							
3							
4							

**Signature and seal of the Bidder**



## **Section 4 – Contract Forms**

## Section 4 – Contract Forms

### Table of Forms

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<b>3</b>	<b>Performance Security (Bank Guarantee)</b>	<b>38</b>

# 1. NOTIFICATION OF AWARD

*[On letter head of the Purchaser]*

..... *[Date]*

To:

*[Name and address of the Supplier]*

**Subject: Notification of Award for Contract No. ....**

This is to notify you that your Bid dated ..... *[Insert date]* .....for execution of the . . . . . *[Insert name of the contract and identification number]* .....for the Accepted Contract Amount of ..... *[Insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Purchaser.

Contract Agreement to be executed is attached. You are requested to sign it with date and return it to the Purchaser within 15 days of the date of Notification of Award, along with the Performance Security for an amount of INR..... *[Insert amount equivalent to 10% of the Contract value]* valid up to..... *[Insert date]* in one of the forms stipulated in the GCC.

This concludes the Contract.

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

Name and Title of Signatory: **B. Suresh Kumar, Scientist 'C', CPC**

Name of Agency: **Central Water and Power Research Station, Pune-24**

**Attachment: Contract Agreement complete with Conditions of Contract**

## 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: number ]* day of *[ insert: month ]*, *[ insert: year ]*.

BETWEEN

- (1) **The Scientist 'C' Construction and Procurement Cell, Central and Power and Research Station, Khadakwasla, Pune-24**, an Office under the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India and having its principal place of business at Sinhagad Road, Khadakwasla, Pune-24 *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and
- (2) *[Insert name of Bidder]*, a corporation incorporated under the laws of *[insert: country of Bidder]* and having its principal place of business at *[insert: address of Bidder]* (hereinafter called "the Bidder").

WHEREAS the Purchaser invited bids for works and ancillary services, viz., **Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh** and has accepted a Bid by the Bidder for the execution of work and Services at the Project Site, namely **Indira Sagar Power Station (ISPS), NHDC Ltd, Khandwa, Madhya Pradesh**, in the sum of *[insert Contract Price in words and figures, expressed in Indian Rupees]* (hereinafter called "the Contract Price").

*[Purchase should insert a Table here giving complete details of Goods and Related Services, quantities ordered, their prices and the accepted delivery schedule.]*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) The Purchaser's Notification of Award/Work Order
  - (c) Letter of Bid and original Price Schedules
  - (d) General Conditions of Contract
  - (e) Technical Requirements (including Schedule of Requirements and Technical Specifications)

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the works and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of **Scientist 'C', CPC, CWPRS, Khadakwasla, Pune-24***[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**Attachment: Contract Conditions**

*[Purchaser should attach the GCC]*

### 3 Performance Security

#### (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** “Pay and Account Officer, CWPRS, Pune” *[insert name and Address of Purchaser]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under

---

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> *Insert the date sixty days after the Completion Date of the Supply or Completion of Warranty in case Warranty is applicable. The Purchaser should note that in the event of an extension of this date for completion of the Contract or the Warrant obligations, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months]/[one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Section 5 – Schedule of Requirements



## **SECTION 5 – SCHEDULE OF REQUIREMENTS**

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3. SCHEDULE OF WORKS AND ITS SPECIFICATIONS .....	44
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## 1. LIST OF WORKS & RELATED SERVICES AND DURATION PERIOD

Line Item No.	Description of Works and Related Services	Quantity	Physical unit	Final Destination (Project site)	Duration for completion of work from the date of the Contract	Bidder's offered Duration <i>[to be provided by the Bidder]</i>
1	2	3	4	5	6	7
<i>[insert item No]</i>	<i>[insert description of Works/Related Services]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days from the date of the Contract]</i>	<i>[insert the number of days from the date of the Contract]</i>
1	Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh	<b>100</b>	<b>Line Km</b>	Indira Sagar Power Station (ISPS), NHDC Ltd, Khandwa, Madhya Pradesh	<b>45 days</b>	

Note:

1. All details should be filled in by Purchaser except for Column 7.
2. Time Period offered by the Bidder should be filled in Column 7 by the Bidder.

## ***2 Scope of Work***

CW&PRS is to carry out the bathymetric survey of Indira Sager Reservoir, Khandwa, M.P for assessment of reservoir capacity and sedimentation by using DGPS and multi beam echo sounder as described in schedule of work. The bidder is required to deploy the equipment (of reputed manufacturers used across the world with proven record) required for the survey and should have proper agreement with manufacturer / dealer to make it available as per CWPRS requirement at the site. The project authorities will make arrangements of the survey boat, boat driver & fuel for period of survey. The firm who wins the bid is responsible for deploying the multi beam echo sounder, position fixing equipment, data logging software and all the fixtures along with manpower to log the data as per enclosed specifications.

It is expected to carry out continuous survey in the area about 50 sq. km by using Multi beam echo sounder as per specified interval in different sections of reservoir as per site condition. All instruments must be calibrated before starting of survey. Reference station for DGPS correction is to be setup to provide 10 cm. of position accuracy.

The firm should provide support for preparing contours, area-capacity elevation plots using the licensed software, trained manpower during data analysis period for the assessment of sedimentation, etc., complete in all respect.

### 3. Schedule of works and its technical Specifications

Name of Work: Conducting Bathymetry Survey using multi beam echo-sounder for assessment of reservoir capacity and sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, Madhya Pradesh

Description/Specification of work	Qty.
<p>Conducting Bathymetry Survey for assessment of Reservoir capacity and Sedimentation at Indira Sagar Power Station, NHDC Ltd., Khandwa, M.P.</p> <p>a. For selective 50 sq.km deep area, continuous survey should be carried out with multi beam echo sounder along with DGPS positioning system</p> <p>b. The output data is to be supplied in the form of position and depth (XYZ) for the survey area. The data should be corrected for all the errors (noise).</p> <p>c. The data should be collected and stored on laptop and supplied to CWPRS for further processing complete in all respect.</p> <p>The total work is to be completed <b>in 45</b> days from the date of issuing the supply order.</p> <p>Note: 1) Boat, Boat Driver and Fuel will be provided by Project Authority. 2) The Payment will be made on the basis of actual line Km surveyed at the site.</p>	100 line km

**Bidder's Signature**

## **4-SPECIAL TERMS AND CONDITIONS**

1. **The rates offered by the bidder shall be as per BoQ and inclusive of the said work including the equipment, software, all cost of consumables, transportation, handling charges, man power etc**
2. The equipment setup has to be made as per the boat availability at site or the boat mutually agreed upon for the said survey work. The bidder needs to have the fixtures required for the boat to hold the sensors available at site. If required the photographs may be provided by CWPRS
3. The survey boat along with boat operator and fuel would be arranged by the project authority at site.
4. Technical details of the equipment, software intended to propose to hire shall be enclosed with the tender.
5. The Integrated Bathymetry system equipment, software and manpower shall be *in good condition*. The Equipment, software should be of latest technology. In case of non functioning of Equipment, software hired, alternate arrangement should be made by the contractor at site.
6. Payment will be made within **30 days of** the submission of bill in duplicate along with log book / log sheet duly signed by duty Supervisor or In- Charge CW&PRS **as per GCC**
7. The successful contractor should provide necessary hardware (bathymetry system) / software, which are certified and the latest in market with all the documents and valid certificates.
8. Bidder should be owner of the equipment, software, etc., If not, the bidder shall submit legal hire agreement with the owner of the Integrated Bathymetry system equipment, software.
9. **Experience of having successfully completed similar works during last three years, ending** last day of month previous to one in which tenders are invited. And also qualified\_hydrographer should be provided.
10. In case of any break down of equipment, software, the contractor should arrange same or higher capacity software at his own risk and cost within 2-3 **days at project site**.
11. Contractor shall employ only certified and experienced manpower.
12. No Escalation charges due to hike in the price of consumables etc. shall be admissible during the period of contract. The rate quoted in the tender shall include all such contingencies and continue to be the same throughout the tenure of the contract including the extended period, if any.
13. Contractor shall maintain proper logbook for the period of operation of the work of carrying out bathymetry survey for assessment of silt. The log entries shall be signed duly by the duty supervisor and the same shall invariably be enclosed along with the bills for payment.

## 5. Annexure

**Name of work:** Conducting bathymetry survey using multi beam echo-sounder for assessment of Reservoir capacity and Sedimentation at Indira Sagar Power Station, NHDC Ltd, Khandwa, M. P

### Water Depth

1. The system will be used in ISPS located at Dist. Khandwa (M. P.)  
(22°17'01.62" N, 76° 28'17.28" E)
2. Depth Range: 80 mtrs maximum; continuous data to be collected as per user choice and as per site conditions
3. Multi beam maximum total swath width, total 120 degrees
4. Compatible with GPS for logging position online and data storage in a Laptop/ PC
5. On boat battery operable
6. The output data having lat/ long / depth to be made available in standard format such as .dat, txt, xls for further analysis at CWPRS.

### Position

1. The position to be logged with DGPS system with 10 cm accuracy with connecting and sub meter accuracy without DGPS connection.
2. The data of DGPS and depth to be logged on to software and submitted to CWPRS for analysis
3. Data to be ported to GIS packages for DEM creation

**Bidder's Signature with Seal**