



जल प्रबंधन निदेशालय

(पुराना नाम पूर्वांचल जल प्रौद्योगिकी केन्द्र)

Directorate of Water Management

(Formerly Water Technology Centre for Eastern Region)
(भारतीय कृषि अनुसंधान परिषद / Indian Council of Agricultural Research)

रेल विहार के सामने, चन्द्रशेखरपुर, भुवनेश्वर - 751023, उड़ीसा
Opp. Rail Vihar, Chandrasekharpur, Bhubaneswar- 751023, Orissa



F.No.72/Works/NAIP-RD/2009/ 2183 (7)

Dated: 7/2/13

To

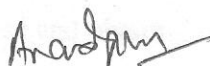
Sub: Limited quotations for construction of "BASE STRUCTURE OF RUBBER DAM" at Pyllun, Meghalaya.

Sir,

1. You are invited to submit your most competitive quotation for the following works:-

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
Base structure of rubber dam	Rs.4.92 lakh	45 days from the date of agreement

2. Government of India has received a credit from the International Development Association (IDA) towards the cost of the National Agricultural Innovation Project (NAIP) and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
3. The "Design and development of rubber dams in watersheds" Project in different state is being implemented by Directorate of Water Management, Bhubaneswar under Indian Council of Agricultural Research, New Delhi.
4. To assist you in the preparation of your quotation, we are enclosing the following:
 - i. Layout Drawings of the works;
 - ii. Structural Details;
 - iii. Detailed Bill of Quantities;
 - iv. Technical Specifications;
 - v. Instructions to Bidders (in two sections).
 - vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 14.00 hrs. on 04.03.2013.
6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 15.00 ht (3 PM) on 04.03.2013 in the office of Directorate of Water Management, Chandrasekharpur, Bhubaneswar- 751023, Odisha, India.
7. We look forward to receiving your quotations and thank you for your interest in this project.


(P.S. Brahmanand)
Administrative Officer (I/C)

INSTRUCTIONS TO BIDDERS
SECTION - A

1. Scope of Works

The Director, Directorate of Water Management, Bhubaneswar invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
Base structure of rubber dam	Rs.4.92 lakh	45 days from date of agreement

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

2. Qualification of the bidder: The bidder shall provide copy of qualification information which shall include:-

- (a) The tender should be accompanied with the copy of valid registration number of the firm/license of the contractor, income tax/sale tax/VAT clearance certificate.
- (b) Total monetary value of construction works performed for each year of the last 3 years:
- (c) Report on his financial standing; and
- (d) 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.

3. To qualify for award of the contract the bidder should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs.4,00,000.00 in the last three years.

4. Bid Price

- a) The contract shall be for the whole works as described in the bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and re writing;
- 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.
- e) Income Tax, Sale Tax/VAT as applicable will be deducted from the final payment of the successful tender as per rules.

5. Submission of Quotations

- (a) 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;
- (b) Each bidder shall submit only one quotation per one site; and
- (c) The quotation submitted by the bidder shall comprise the following:

- (i) Qualification information form given in Section B duly completed;
 - (ii) Quotation in the format given in Section B and
 - (ii) Signed Bill of Quantities (**Annexure-I**).
- (d) The bidder shall seal the quotation in an envelope addressed to the **Director, Directorate of Water Management, Opposite Rail Vihar, Chandrashekharpur, Bhubaneswar-751023** . The envelope will also be superscribed “Quotation for Construction of base structure of Rubber Dam Under NAIP-RD at Pyllun, Meghalaya” on the top.
- (e) Quotations must be received in the office of the **Directorate of Water Management, Opposite Rail Vihar, Chandrashekharpur, Bhubaneswar-751023** not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.
- (f) Any quotation received by the **Directorate of Water Management, Opposite Rail Vihar, Chandrashekharpur, Bhubaneswar-751023** after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. 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.

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 2 above;
- (b) are properly signed and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. 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.

- (a) Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

- (b) 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.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Director, Directorate of Water Management, Opposite Rail Vihar, Chandrashekharpur, Bhubaneswar-751023 the performance security in the form of a bank draft in favour of **ICAR-Unit, DWM, Bhubaneswar** or **Director, Directorate of Water Management, Bhubaneswar** drawn on any nationalized bank payable at Bhubaneswar for an amount equivalent of 3% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. Period of Maintenance:

The “Period of Maintenance” for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 13.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

1.4 Proposed subcontracts and firms involved.

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

*Enclose a certificate from Engineer concerned.

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, 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

SECTION-B
QUOTATION

To

**The Administrative Officer,
Directorate of Water Management,
Opposite Rail Vihar, Chandrashekharapur,
Bhubaneswar-751023**

Sub.: Construction of base structure of Rubber Dam.

Ref: Letter No: F.No.72/Works/NAIP-RD/2009/ dated 07.02.2013 from DWM,
Bhubaneswar.

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at a estimated rates, i.e. for a total Contract Price of Rs. _____(Rupees _____) only.

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 for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Date: _____

Authorized Signature:

Name & Title of Signatory:

Name of Bidder:

Address:

AGREEMENT
Directorate of Water Management

(Indian Council of Agricultural Research)
Chandrasekharpur, Bhubaneswar- 751023, Orissa

This deed of agreement is made in the form of agreement on _____ day of March 2013, between the Director, Directorate of Water Management (Indian Council of Agricultural Research), Chandrasekharpur, Bhubaneswar (Employer) or his authorized representative (hereinafter 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 base structure of rubber dam (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 Payments under its contract:

Payments to the second party for the construction work will be released by the first party after satisfactory completion of the work in accordance with the approved layout and technical specification upon submission of three copies of pre-receipt invoice by the second party. The second party should provide the bank details for electronic transfer of payment for the completed works by the first party.

4. Completion time

The works should be completed in 45 days (months/weeks/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.
- 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.

6. Any willful 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. 250 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.

(Note: The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).

7. Duties and responsibilities of the first party

7.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the 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.

- 7.2 The first party shall supply drawings, specifications and guidelines to the second party for the proposed works.
- 7.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 7.4 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.
- 7.5 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.

8. Duties and responsibilities of the second party

8.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 4;
- 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 the 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 completed construction 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 construction 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).

9. Variations

The second party in accordance with the approved drawings and specifications shall carry out the works. 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; other clients, bank, etc; and
- c) the second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning. Normally this should not be less than three and more than six.

10. 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 Superintending Engineer, PWD 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.

11. Involvement of labour component for the above work and for their payment etc. will be the responsibility of the agency as per existing labour laws. This office will not be held responsible at all in this regard.

Signature of the 1st Party
(DWM)

Signature of the 2nd Party
(Contractor)

Witness :

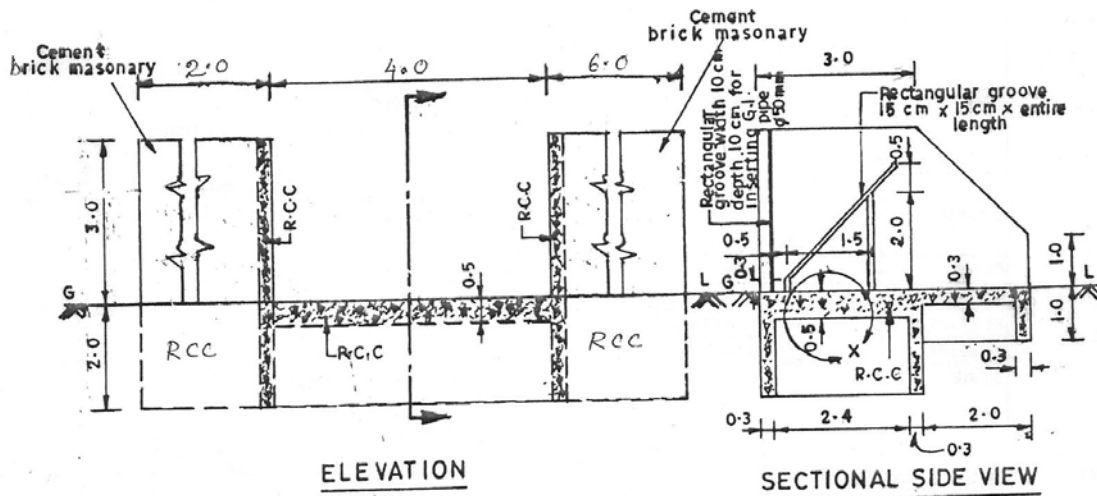
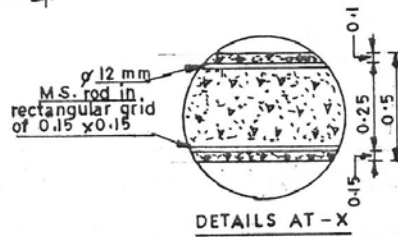
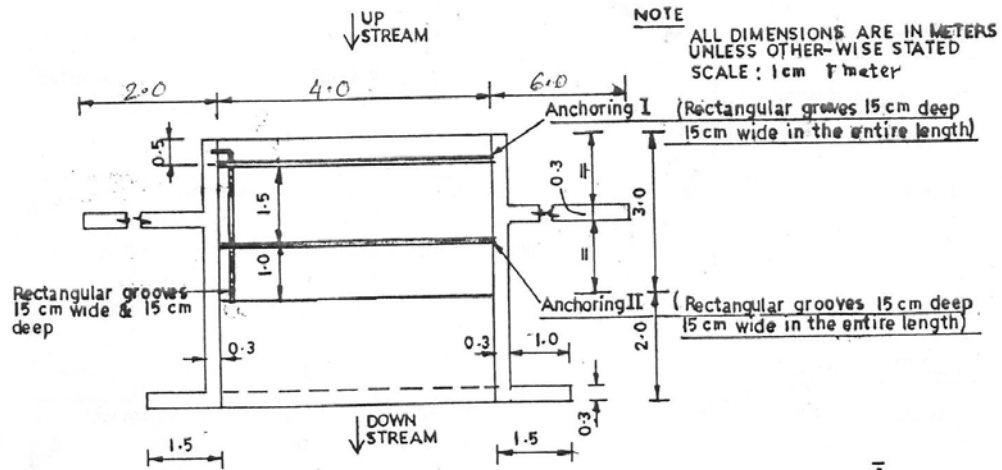
Witness :

1.

1.

2.

2.



Rubberdam base structure at Pylun, Meghalaya

Detail calculation of quantity
Detail estimate Pyllun, Meghalaya

	Length (m)	Width (m)	Thickness (m)	No	Total (m ³ , m ²)
Earth Work					
Base of RCC	5	3	0.5	1	7.5
Base of PCC	5	2	0.15	1	1.5
HWE	4	0.5	1.5	2	6.0
SW & WW	6	0.5	1.5	2	9.0
Cutoff wall	14	0.6	2	1	16.8
					40.8
Sand Filing					
Base	5	5	0.1	1	2.5
HWE	4	0.5	0.1	2	0.4
Cutoff wall	14	0.6	0.1	1	0.84
					3.74
PCC in foundation					
Base	5	5	0.1	1	2.5
HWE	4	0.5	0.1	2	0.4
WW	1.5	0.5	0.1	1	0.075
Cutoff wall	14	0.5	0.1	1	0.7
					3.675
PCC on apron					
PCC on apron	3	3	0.3	1	2.7
					2.7
Brick Work					
HWE	4	3	0.25	2	6.0
SW & WW	3.5	3	0.25	2	5.25
					11.25
RCC Work					
Cutoff wall	14	0.25	1.5	1	5.25
Base	5	3	0.5	1	7.5
HWE	4	2	0.3	2	4.8
SW	3	3	0.3	2	5.4
					22.95
Plaster (m²)					
HWE	4	3	2	2	48.0
SW & WW	5	3	2	2	60.0
					108.0

HWE-Head Wall extension
SW- Side Wall
WW-Wing Wall

BILL OF QUANTITIES

Estimate for Rubber Dam Base structure, Pylun, Meghalaya

Sl. No.	Work particulars/items	Qty	unit	Rate/unit in Rs	Total Amount Rs.
1	Earth work in excavation by mechanical means /manual means in foundation trenches or drains including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	40.8	m ³		
2	Supply and Sand filling in foundation	3.74	m ³		
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	3.675	m ³		
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size)	2.7	m ³		
5	Supply of material and Brick masonry work in 1:6 mortar and curing	11.25	m ³		
6	Supply and laying of RCC (1:2:4) including rod cutting, binding of reinforcement and curing 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	22.95	m ³		
7	Supply of material and Plastering work with 1:6 cement mortar , 15mm thick and curing for seven days	108	m ²		
8	Centering and Shuttering for RCC work	60	m ²		
9	Supply of material and Reinforcement work in RCC with cold twisted bars	2065.5	kg		
10	Stone Pitching	40	m ³		
11	Excavation, Supply of material and laying of underground 110mm PVC pipe line and brick/stone masonry as diversion channel for irrigation including all accessories complete.	100m		Lump sum	
12	Plastered brick masonry display board (1.2m x 1 m x 0.25 m)			Lump sum	
		Grand Total			
	In words ()

We agree to execute the works in accordance with the approved drawings and technical specifications for a total contract price of Rs. (Amount in figures) Rs. (amount in words).

Signature of Contractor