

TENDER No.: CD/HQ/G-2/2019/901-04, Dated 27.04.2019
TCIL Reference No.CWC-2019-TN0000164

NATIONAL COMPETITIVE BID (NCB)
TENDER DOCUMENT
FOR
HIRING OF SUPPORT SERVICES FOR
HYDROLOGICAL OBSERVATION ON AT VARIOUS RIVERS IN JAMMU &
KASHMIR



GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

EXECUTIVE ENGINEER
CHENAB DIVISION
Central Water Commission,
Rajinder Nagar, Phase-I, Bantalab
Jammu-181123
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GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
 CHENAB DIVISION, JAMMU



**TENDER FOR HIRING OF SUPPORT SERVICES FOR HYDROLOGICAL OBSERVATIONS
 ON VARIOUS RIVERS IN JAMMU & KASHMIR**

TENDER No.: CD/HQ/G-2/2019/901-04, Dated 27.04.2019
TCIL Reference No. CWC-2019-TN0000164

Estimated cost of Work	Rs. 90,80,300.00 (Rupees ninety lakh eighty thousand three hundred) only
OFFICER INVITING TENDER	Executive Engineer Chenab Division Central Water Commission, Rajinder Nagar, Phase-I, Bantalab Jammu-181123 Phone: 0191-2597688 Fax: 0191-2597668 E-Mail: eechenabcwc.jmu@gov.in
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	27.04.2019 at 15:00 hrs. onwards
TENDER FORM AVAILABLE ONLINE FROM	27.04.2019 at 15:00 hrs. onwards
DATE AND TIME OF PRE BID MEETING	03.05.2019 at 11:00 hrs at O/o the Director, M&AD, CWC, Jammu
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	09.05.2019 up to 15:00 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	09.05.2019 up to 17:00 hrs.
DATE AND TIME OF OPENING OF TECHNICAL BIDS	10.05.2019 at 11:00 hrs. onwards
PLACE OF OPENING OF BIDS	Executive Engineer Chenab Division Central Water Commission, Bantalab, Jammu-181123
PRICE OF TENDER DOCUMENT:	Rs. 1000/-

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TENDER No.: NIT No. CD/HQ/G-2/2019/901-04
TCIL Reference No. CWC-2019-TN0000164

**Government of India
Central Water Commission
Chenab Division**

Jal Aayog Bhawan, Rajinder Nagar,
Bantalab, Jammu-181123

NOTICE INVITING e-TENDER

The Executive Engineer (EE), Chenab Division, Central Water Commission, Jammu invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids from an experienced and eligible Agency for the work "Hiring of support services for Hydrological Observations on various Rivers in Jammu & Kashmir".

- | |
|--|
| 1. Name of work: Hiring of support services for Hydrological Observations on various Rivers in J&K |
| 2. Estimated Cost: 90,80,300.00/- (Rupees ninety lakh eighty thousand three hundred) only |
| 3. Earnest Money: ₹ 181606/- |
| 4. Performance Guarantee: 5 % of tendered value. |
| 5. Cost of Tender Document: Rs 1000/- |

2. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ON LINE	27.04.2019 at 15:00 hrs. onwards
TENDER FORM AVAILABLE ONLINE FROM	27.04.2019 at 15:00 hrs. onwards
DATE AND TIME OF PRE BID MEETING	03.05.2019 at 11:00 hrs at O/o the Director, M&AD, CWC, Jammu
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	09.05.2019 up to 15:00 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	09.05.2019 up to 17:00 hrs.
DATE AND TIME OF OPENING OF BIDS	10.05.2019 at 11:00 hrs. onwards
PLACE OF OPENING OF BIDS	O/o EXECUTIVE ENGINEER CHENAB DIVISION Central Water Commission, Rajinder Nagar, Phase-I, Bantalab Jammu-181123
PRICE OF TENDER DOCUMENT:	Rs. 1000/-

3. Tender can be downloaded from website www.tcil-india-electronictender.com, www.eprocure.gov.in and www.cwc.gov.in from 27.04.2019(15:00 hrs.) to 09.05.2019(15:00 hrs.). But tender will be opened only after following payment is made: -
- (i) Payment of Rs.1000/- shall be done **through Bharat Kosh (NTRP)**. While using Bharat Kosh Ministry will be Water Resources, purpose will be Tender Document Cost, PAO Code 01872 and DDO Code 101880. Payment can be made either using online banking or generating challan and depositing through any bank. Challan can be generated during the period of sale of tender.
 - (ii) Rs. 181606/- as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft/FDR (Refundable) drawn on any scheduled bank in favour of the Executive Engineer, Chenab Division, CWC, Jammu payable at Jammu.
 - (iii) The cost of tender (copy of challan) and Earnest Money Deposit (EMD) has to be submitted before due date and time of opening of tender (i.e. 10.05.2019 (before 11:00 hrs.)).
4. The tender forms complete in all respects should be submitted online only by 17:00 hrs on 09.05.2019. Offline submission of tender is not permitted.
5. The pre-bid meeting for the tender will be held on 03.05.2019 on 11:00 hrs at Office of the Director, Central Water Commission, Rajinder Nagar, Phase-I, Bantalab, Jammu-181123.
6. The Technical bid of the tender will be opened online at 11:00 hrs on 10.05.2019 in presence of the tenderers who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
7. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
8. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL www.tcil-india-electronictender.com.
9. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Chapter- 1: Instruction to bidders
Chapter -2: Activities schedule and other requirements
Chapter -3: Condition of Contract
Chapter -4: Schedule of Requirement
Chapter -5: Technical & Financial Bid
Chapter-6: Contract Form
Chapter -7: Other Standard Form

Sd/-
Executive Engineer,
Chenab Division,
Central Water Commission,
Jal Aayog Bhawan, Rajinder Nagar,
Bantalab-Jammu-181123

Chapter 1. Instructions to Bidders

1. General

10. Before submitting the tender, it is presumed that the tenderer has understood the exact requirement of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission, Jammu, Jammu & Kashmir to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least eight days before the last date of tender submission. Tenderer is free to ask any clarification in the Pre-bid meeting to be held on 03.05.2019 on 11:00 hrs at Office of the Director, Central Water Commission, Rajinder Nagar, Phase-I, Bantalab, Jammu. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.

The general instructions are as given below: -

- (i) No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- (ii) The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- (iii) Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- (iv) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- (v) Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- (vi) At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- (vii) The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- (viii) The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- (ix) It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender. Tenderer should visit the different sites before submission of bid.
- (x) No deviation in the Terms & Conditions mentioned in this Tender Document is permissible. If a tenderer does not explicitly agree with the Terms & Conditions mentioned in this Tender Document, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xii) The words 'Tenderer' and 'Agency' has been used interchangeably.
- (xiii) Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Agency are advised to follow the instructions provided in the 'Instructions to the Agency/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in.
- (xiv) Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website

<https://eprocure.gov.in> and www.cwc.gov.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- (xv) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com> and CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- (xvi) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. The Technical and Financial bid submitted by the tenderer online;
 - b. Tender document;
 - c. Amendment to the tender document and Minutes of Pre-Bid Meeting;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchaser's notification of award of the contract.
 - f. All labour laws being followed by Central Public Work Department shall be adhered.

2. SUBMISSION OF DOCUMENTS

- (i) The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
 - a. Signed and scanned copy of Tender Document and Tender Acceptance Letter (Form 3 chapter 7).
 - b. Signed and scanned copies of PAN and AADHAR number.
 - c. Signed and scanned copies of Income Tax Returns for previous three Financial Years , GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registration certificate.
 - d. Signed and scanned copy of audited Balance sheet of last three years.
 - e. Any other document in support of the Bid.
- (ii) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of Executive Engineer, Chenab Division, CWC, Jal Aayog Bhawan, Bantalab, Jammu-181123.
 - a. Cost of the tender amounting to Rs. 1000/-(copy of challan required)
 - b. EMD of Rs. 181606/-(Rs. one lakh eighty one thousand six hundred six) only.
 - c. Pass-phrase for opening of Technical and Financial Bids: Pass-phrase shall be supplied in one big sealed envelope containing two small sealed envelopes having pass-phrase for technical & financial bids. Each envelope shall clearly marked "pass-phrase for technical bid" and "pass-phrase for financial bid". Bigger envelope shall be marked as "pass-phrases for Tender for Hiring of support service of Hydrological observation at river sites in Jammu & Kashmir"

3. Qualification/Eligibility Criteria for the Tenderers:

- i). The Agency should be registered in India with permanent office in Jammu, Srinagar or any other nearby City in Jammu & Kashmir, Chandigarh and Punjab.
- ii). The bidder should have GST No./PAN/Aadhar No.
- iii). Joint Ventures (JV) shall submit its full details as per enclosed Annexure-A.
- iv). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished;

- v). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract.
- vi). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).
- vii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- viii). Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be equal to or more than Rs. 63,56,210/-.

Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/registrations:
 - a) Registration of Firm;
 - b) GST No.;
 - c) PAN number;
 - d) Aadhar number
- ii). Total monetary value of services performed for each of the last three years;
- iii). Copies of work orders and experience in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- iv). Audited financial statements for the last three years and (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- v). Bank Account details;
- vi). Authority to seek references from the bidder's bankers;
- vii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- viii). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.

4. Site Visit:

The bidder, at the bidder's own responsibility is encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

5. Restrictions regarding Personnel Deployed:

The Agency shall be liable for all kinds of dues payable in respect of all personnel provided for support services under the contract and the Procuring Entity shall not be liable for any dues for availing the support services of the personnel. The Agency shall ensure that a valid identity proof of personnel deployed is submitted to CWC (such as Passport/PAN Card/Aadhar Card/Election Card/Ration Card/Driving License etc).

6. Workmen Safety and Insurance:

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed for providing support services for hydrological observation. The Agency shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.

7. Filling up the Technical and Financial Bid by the Bidders:

The Bidder should fill Technical and Financial bids both as described in Chapter 5. In the financial bids as per activity schedule described in chapter 3, the Agency should quote for all locations of H.O sites under a Division separately. Each Division of CWC is treated as one package. GST or any other taxes should be shown separately in the financial bid.

8. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, Chenab Division, CWC payable at Jammu or in the form of a Bank Guarantee from a scheduled bank as per perform given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD shall be forfeited if:

- a. if a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. in case of a successful tenderer, if the tenderer fails:
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.
- c. Government Departments and Public Undertakings are exempted from furnishing EMD.

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever after receipt of performance security.

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of 5% of the contract value within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Chenab Division, CWC payable at Jammu or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in Chapter 7 form 2.

Performance security is liable to be forfeited incase successful tenderer does not fulfill contract obligations.

9. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Notice Inviting e-Tender
- (ii) Instructions to the Bidders
- (iii) Activity Schedule & Other Requirements
- (iv) Conditions of the Contract
- (v) Schedule of requirement.
- (vi) Technical & Financial Bids
- (vii) Contract Form
- (viii) Other standard forms such as Performance Security Forms/Bid Security(EMD)etc.

10. Tendering Process

i. Marking and submission of tenders:

Proposals must be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> on or before 17:00 hrs. on 09.05.2019. Tenderer/Contractor is advised to follow the instructions provided in the Instructions to the Bidders for the e-submission of the bids online through TCIL portal.

The tenderers should submit both “Technical bid” and “Financial Bid” online. The EMD should be sealed in envelope duly marked as “EMD” and must reach office of Executive Engineer, Chenab Division, CWC, Jal Aayog Bhawan, Rajinder Nagar, Bantalab, Jammu-181123 before due date and time of opening of Bids. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.

Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the dead line will thereafter be subjected to the deadline as extended.

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of tender and opening will be carried out on the date and time as notified by the purchaser. The necessary corrigendum shall be issued in this regard by the purchaser.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. **Opening of Bids:**

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened. Tenderer has to be furnished the PASS-PHRASE of the Bid-Part to be opened during Online Tender Opening Event (TOE) online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer or Pass-Phrase can be submitted by email/post to the Tender Inviting Officer.

Financial Bids of only those bidders who are found technically acceptable would be considered.

iii. **Prices**

Prices quoted by the tenderer shall be fixed during the contract. Rates to be quoted by the tenderer should be all inclusive except GST and other taxes, if any. GST and other taxes, if any should be quoted separately.

- a. All prices should be in Indian National Rupee (INR).
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the service support mentioned in the schedule of requirement. The tenders not quoting for all the services are liable to be rejected.
- e. The tender for the service support shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the aforesaid period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the services.

iv. **Non-conformities between the figures and words of the Quoted Prices** – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly,

unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If there is such discrepancy in an offer, the same is to be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

V. Award of Work

Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

11. Bid Data sheet

A: GENERAL

- i). Name and address of the purchaser: Chenab Division, Central Water Commission, Jal Aayog Bhawan, Rajinder Nagar, Bantalab, Jammu-181123.
 - ii). E-Tender number: TENDER NO.: CD/HQ/G-2/2019/901-04 and TCIL Reference No. CWC-2019-TN0000164
Qualification The Contractor must have valid registration for operating in J&K, PAN and GST registration at the time of submission of bid.
2. The Contractor must have working in the area of supply of manpower, data collection or similar services.
3. Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be equal to or more than Rs. 63,56,210/-.

B: Requirements

1. PRE-BID MEETING

Pre bid meeting: The bidder's designated representative is invited to attend a pre bid meeting which will take place as per details given below:

Date: 03.05.2019, Time: 11:00 AM and venue: Office of the Director, M&AD, Central Water Commission, Rajinder Nagar, Bantalab, Jammu-181123.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C: PREPARATION OF BIDS

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

D: SUBMISSION OF BIDS

- i). Only online bids through e-tendering web portal of TCIL www.tcil-india-electronictender.com shall be accepted. No offline bid shall be acceptable.

- ii). Last date and time for bid submission is 09.05.2019 up to 17:00 hrs.
- E: BID OPENING AND EVALUATION
 - i). The Technical bid of the tender will be opened online at 11:00 hrs on 10.05.2019 in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
- F: VARIATION IN QUANTITY OF SITES
 - i). Percentage of quantity of sites may increase or decrease by 10%.
- G: SETTLEMENT OF DISPUTES

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator engaged with mutual consent and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

12. Special instructions to Bidders by TCIL for e-Tendering

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on Electronic Tendering System® (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS

- View Notice Inviting Tender (NIT) on ETS

- For this tender -- Assign Tender Search Code (TSC) to a MA

- Download Official Copy of Tender Documents from ETS

- Clarification to Tender Documents on ETS

- Query to Central Water Commission (Optional)

- View response to queries posted by Central Water Commission

- Bid-Submission on ETS

- Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant Bid-Part

- Post-TOE Clarification on ETS (Optional)

- Respond to Central Water Commission Post-TOE queries

- Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant part (i.e. Financial-Part)

- (Only for Technical Responsive Bidders)

- Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the

Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Agency, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders

during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event

(TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by

the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)

Chapter 2. Activity schedule and other requirements

13. Description of Service:

- i) Description of service: CWC has about 1600 Hydrological Observation (H.O) sites on rivers in India. Hydro-meteorological observation is to be carried out at these H.O sites for gauge & discharge, and sample collection of silt and water quality including other meteorological parameters. Services required for observation of hydrological and meteorological parameters viz Gauge & Discharge observation, collection of Water Quality and Silt samples, collection and recording of rain gauge readings at H.O stations mentioned at Chapter 3 “Schedule of Requirements”.

- ii) Background of the Organization and the Project:

Background of Organization- Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development.

Project- The scheme “Development of Water Resources Information System (DWRIS)” is a Central Sector Scheme of the Ministry of Water Resources, River Development & Ganga Rejuvenation (MOWR, RD & GR), Govt. of India being implemented by Central Water Commission (CWC). The rationale of such an ambitious scheme has coherence with the National Water Policy-2012, which states that “appropriate institutional arrangements for each river basin should be developed to collect and collate all data on regular basis with regard to rainfall, river flows, area irrigated by crops and by source, utilizations for various uses by both surface and ground water and to publish water accounts on ten daily basis every year for each river basin with appropriate water budgets and water accounts based on the hydrologic balances”.

- iii) Purpose/Objectives of the Assignment: In order to start Hydrological Observation services of unskilled persons is required to help officials of CWC.

The mission of CWC is to promote integrated and sustainable development and management of India's Water Resources. The very first step in managing the water resources is to measure the resource i.e. water availability at different places and on different point of time. The proposal for hiring of services for hydrological data observations at H.O stations will help in collecting daily data of Gauge, Discharge, Silt & Water Quality etc. The data collected from these H.O stations will act as basic input in developing mathematical models for flood forecasting, design of water retaining structures, water resources assessment, basin management resolving inter- state issues etc.

The brief of work for which support services are required is as given below.

A. Hydrological data:

- a. Gauge observation- Three times at 0800 hrs, 1200 hrs and 1600 hours in general and Hourly during monsoon season.
- b. Discharge observation- once daily at noon (1200 Hrs.)
 - i. By Wading

- ii. By Boat
- iii. From Bridge
- c. Water quality- Water sample collection- once in a month.
- d. Silt analysis- Silt sample collection – daily

14. Activity Schedule:

The tentative time required for doing the above mentioned work is as follows: -

Type of observation	Tentative Time required for taking data
A. Hydrological Data Collection	
a. Gauge observation- daily three times at 0800 hrs, 1200 hrs and 1600 hours. in non-monsoon and hourly in monsoon.	Approximate One hour per gauge reading (Going to gauge site and reading the gauge and recording the same in office)
b. Discharge observation-	once daily at 1200 hours
i. By wading	Approximate Four hours per discharge observation.
ii. From bridge	Approximate Four hours per discharge observation.
iii. By boat	Approximate Four hours per discharge observation.
B. Water quality and Silt Data Collection	
a. Water quality- Water sample collection- once in a month.	Taken during observation of Discharge and requires no additional time.
b. Silt analysis- Silt sample collection – once in a day	Taken during observation of Discharge and requires no additional time.

15. Essential Equipment:

All required T&P items shall be provided by the purchaser (except safety equipment) as mentioned in Special Conditions of Contract.

16. The statutory and contractual obligations to be complied with by the contractor:

- a. The Agency will abide by the job safety, insurance, prevalent laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Agency is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Agency is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Agency whose tender is accepted, will be required to furnish: -
 - i. Performance security
- e. To abide by all the clauses as mentioned in the tender document.

17. Services & Facilities to be provided by the Procuring Entity and respective obligations of the Procuring Entity and Agency:

- a. The purchaser will ensure the availability of sites for the work.
- b. The purchaser will provide all equipment.

Chapter 3. Conditions of Contract

18. Definitions & Interpretations:

Services mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

Executive Engineer, Chenab Division, CWC, means Executive Engineer, Chenab Division, Central Water Commission, Jammu under Indus Basin Organisation, Central Water Commission, Chandigarh.

Contract means the agreement reached by the Purchaser and the Agency for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of work identified in the Agency proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

The Purchaser is: The President of India through the Executive Engineer, Chenab Division, Central Water Commission, Jammu.

Agency: The Agency is the Agency of the successful tenderer with whom the purchaser enters into a contract for the supply of goods detailed in this document.

The Execution Period is the period during which the Agency is liable to carry out work without any additional cost to the purchaser.

Non-Responsive tender: Any tender not meeting all the requirements mentioned in the tender document.

E-procurement: e-procurement is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of TCIL (www.tcil-india-electronictender.com).

Hydrological Observation: means observation of Gauge, Discharge, Silt and Water Quality at river sites.

19. Documents of Contract:

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

20. Interpretations:

Language: shall be English only for the purpose of this contract.

Context: the singular and plural shall be interchangeable as per the context of the contract.

21. Duration of contract:

The period of operation of the contract shall be for 10 months i.e. from 1st June 2019 to 31st March 2020.

22. Programme of services:

The services will have to be started by the Agency/agencies within 15 days of award of contract at the locations as identified in the Chapter 3, Schedule A.

23. Confidentiality:

- a. The Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Agency shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Agency's prior written consent, disclose any documents, data or other information furnished by the Agency in connection with the Contract, and clearly identified in advance by the Agency as being confidential, to parties not directly involved in the project(s) covered by the Contract.

24. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of Jammu & Kashmir.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India with permanent office in Jammu, Kashmir or nearby Cities in Jammu & Kashmir, Chandigarh and Punjab.
- 5) The Agency should have an experience in handling manpower in last three years having average annual turnover equal to or more than the Rs. 63,56,210/-.
- 6) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 7) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection.
- 8) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the abovementioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy them before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other

circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.

- 9) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Telecommunications Consultants of India Limited (TCIL) as supplier.
- 10) Bidding only through e-procurement is acceptable under this contract.

25. Special Conditions of Contract:

- 1) The Agency shall provide support in taking hydrological observations being carried out by CWC staff. The hydrological observation at river sites is taken as per the prevalent norms of CWC (Annexure I).
- 2) It is not allowed by the Tenderer to bid in Piece meal manner. Tenderer has to bid for all Hydrological Observation sites under one division (one Package). He is free to bid for more than one division. Each Division is treated as one package.
- 3) Monsoon period varies from 1st May for North Eastern region of India to 1st June for rest of India and remain operational till end of flood season (i.e. 31st October for regions experiencing SW monsoon spells and 31st December for regions experiencing NE monsoon spells).
- 4) The department will provide the necessary registers for record keeping. The Agency must enter the observed data in the register immediately after taking observation.
- 5) The observed data must not be revealed to any other person in any form.
- 6) At least one person at each site will be from CWC who will supervise the staff of the Agency. The CWC staff will take hydrological observation of river at site and will be overall in-charge of the site. The Agency will provide support service to CWC staff in taking hydrological observations of rivers at particular site.
- 7) The Agency shall change the staff in consultation of officer in-charge of CWC.
- 8) CWC will not provide any residential facility to the Agency.
- 9) Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 10) CWC will provide all equipment required for hydrological observations. The safety of equipment during observation will be the responsibility of Agency. After data observation, the Agency has to return the equipment back to CWC staff posted at site.
- 11) The number of sites shown in tender document is approximate and this quantity may increase or decrease, even during contract period also, as per the requirements without any change in unit price or other terms and conditions.
- 12) The Agency has to withdraw such staff that is not found suitable by the office-in charge for any reasons immediately on receipt of such a request.
- 13) There is no Master and Servant relationship between the employees of the Agency and this office.
- 14) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in Chenab Division, CWC, Jammu office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to this Department.

- 15) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
- 16) The Agency's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the Agency.
- 17) The Agency shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from CWC office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 18) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
- 19) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 20) The service charges/rates quoted by the Agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 21) That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
- 22) Any dispute arising out of the contract shall be settled within the jurisdiction of Jammu only.
- 23) During monsoon season the necessary material such as umbrella, rain coat, gum boot, torch, life jackets etc. need based to be provided by the Purchaser.
- 24) The staff to be deputed by the Agency should have good skills of swimming in river.
- 25) The staff to be deputed by the Agency shall be physically and mentally fit.
- 26) For different works minimum number of personnel shall be provided by the Agency as per CWC norms and their presence at time of observation will be ensured by site in-charge. (copy of norms at Annex-1)

26. Penalty:

- a) In case the supplier is unable to provide support services for hydrological observation at any particular site up to 15 days in a month, the case will be dealt as follows:
 - (1) No payment will be made for aforesaid period.
 - (2) Alternate arrangement will be made by the site-in-charge at the cost of Agency and cost so incurred will be deducted from contractor's bill.
- b) In case contractor is unable to provide support services for more than 15 continuous days at any two or more sites his Performance Security may be forfeited.
- c) Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.

27. Force Majeure:

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight

embargoes. However, considering the nature of work rainfall and floods will not be considered as Force Majeure.

- b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure.

28. Contract Price:

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, etc. The prices should be given as per the format given in price schedule.

29. Terms of Payment:

- a. The Agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month to the Executive Engineer, Chenab Division, CWC, Jammu. The payment will be released after submission of claim, complete in all respects such as dated, certificate given by the Officer-in-Charge regarding production of documentary evidence towards support services of Hydrological Observations.
- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, Chenab Division, CWC, Jammu from every payment made under this contract.
- c. Payment to Part of Months shall be made on proportionate basis. Payment of proportionate basis means, (Number of days x Monthly payment)/Number of days in the said month. Here Number of day means, number of days for which service have been provided satisfactorily; data have been observed and transmitted to Chenab Division, Jammu.
- d. The payment shall be made through e-payment only and within ten days of submission of bill.
- e. GST or any other taxes will be reimbursed as per actual on production of proof.
- f. Payments to the Agency would be strictly on the basis of certification by the officer/site Incharge that services are satisfactory and as per the services rendered by the Agency.

30. Taxes and Duties:-

GST and any other taxes levied on the services rendered by the Agency shall be reimbursed as per actual on production of receipt. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

31. Advances:

No advance payment will be made by the Purchaser.

32. Release of Claims:

After completion of work and at the time of final payment the Agency shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

33. Observance of Law:

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Agency shall observe all laws related to the support services in terms of manpower of both Government of India and State Government of Jammu & Kashmir as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

34. Termination of Contract:

- a. *For Purchaser's convenience*
The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.
- b. *For Agency's Default*
 - I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Agency becomes bankrupt or insolvent
 - ii. If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Agency neglects its obligations under this contract.
 - iv. If the Agency has furnished any false document.
 - II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.
- c. *Termination by Agency*
The Agency can terminate the contract with 30 days notice only in case:
 - i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
 - ii). If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the office shall be forfeited.
- d. *On every termination*
 - I. The Agency shall cease further work.
 - II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Agency. The decision of the purchaser shall be final in this respect.

35. Liquidated Damages:

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Agency, then the Agency shall be liable to reimburse to this office for the same.

- b. The Agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Agency shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

36. Notices:

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

37. Disputes:

The decision of the Purchaser shall be final regarding the quality of support services provided by the Agency, the other aspects arising shall only be referred as Disputes. The Agency may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

38. Settlement of Disputes:

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

Chapter 4. Schedule of requirements

Name of Work: Hiring of support services for Hydrological Observations on various Rivers in Jammu & Kashmir

Name of Organization: Indus Basin Organization, Central Water Commission, Chandigarh

(I) Name and Address of Division (Package-1): Chenab Division, CWC, Jammu

S.No.	Name and location of site	Type of site	Details of work (Period from 1st June 2019 to 31st March, 2020)	Remarks
1	2	3	4	5
1	Bhut Nallah, (Gulabgarh)	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employee will be available for observation for full year. Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
2	Neeru Nallah, Doda	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employees will be available for observation for full year. Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
3	Watchi, Pulwama	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employees will be available for observation for full year. Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.

4	Dah, Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
5	Shilikht , Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
6	Khaltsi, Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
7	Nimmu, Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
8	KalnaiNallah, Thathri, Doda	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
9	Nimmu (Zanaskar riverConfluence point of with Indus), Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
10	Upshi (Indus river), Leh	Gauge	Gauge Observation at 8:00, 12:00 &	Contractor has to provide

			16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
11	Sanjak (Kanji Nallah), Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
12	Dumkhar, Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.
13	Bari Pattan, Rajouri	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employees will be available for observation for full year. Contractor has to provide services of 1 USW for 3 hours daily during the non-monsoon period. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
14	Arwani, Shopian	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3USW for 8 hours daily during Monsoon Period.
15	Chandanwari, Anantnag	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.

16	Sonamarg, Ganderbal	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employee will be available for observation for full year. Contractor has to provide services of 1 USW for 3 hours daily during non-monsoon period. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
17	Chhapriyal, Jammu	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employee will be available for observation for full year. Contractor has to provide services of 3 USW for 4 hours daily during the year. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
18	Doodganga, Budgam	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employee will be available for observation for full year. Contractor has to provide services of 3 USW for 4 hours daily during the year. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
19	RumshiNallah, Pulwama	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	One Departmental Employee will be available for observation for full year. Contractor has to provide services of 3 USW for 4 hours daily during the year. In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.
20	Uri (out terminal point with Pakistan), Baramulla	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May. Gauge Observation (hourly) from 1st June to 31st October Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping	Contractor has to provide services of 4 USW for 4 hours daily during the year. In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.

			of site office/ site, etc.	
21	Bamiyal, Kathua	Gauge & Discharge	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
22	Kidur, Kishtwar	Gauge, Discharge & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
23	KuriyaPul, Kishtwar	Gauge, Discharge & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
24	Navapachi, Kishtwar	Gauge, Discharge & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
25	Shol, Kishtwar	Gauge, Discharge & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p>	<p>One Departmental Employee will be available for observation for full year.</p>

			<p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
26	Dharmari, Reasi	Gauge, Discharge & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
27	Out terminal point of Kishanganga with Pakistan, Bandipora	Gauge, Discharge & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>Contractor has to provide services of 4 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 3 USW for 8 hours daily during Monsoon Period.</p>
28	Ravi / Basantar, Samba	Gauge, Discharge, & Silt	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 3 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
29	Prang, Gandarbal	Gauge, Discharge, Silt & W. Quality	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October</p>	<p>One Departmental Employee will be available for observation for full year.</p> <p>Contractor has to provide services of 4 USW for 4 hours</p>

			<p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations.</p> <p>Water Quality observation once in a month during the time of discharge observations.</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>
30	D/S of Kishanganga project, Bandipora	Gauge, Discharge Silt & W. Quality	<p>Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily from 1st November to 31st May.</p> <p>Gauge Observation (hourly) from 1st June to 31st October.</p> <p>Discharge Observation daily at 12:00 PM</p> <p>Silt observation daily during the time of discharge observations.</p> <p>Water Quality observation once in a month during the time of discharge observations.</p> <p>Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.</p>	<p>Contractor has to provide services of 5 USW for 4 hours daily during the year.</p> <p>In addition, Contractor has also to provide services of 2 USW for 8 hours daily during Monsoon Period.</p>

Chapter 5. Technical and Financial Bids

Technical Bid

Name of Work: Hiring of support services for Hydrological Observations on various Rivers in Jammu & Kashmir

Name of Organization: Indus Basin Organization, Central Water Commission, Chandigarh

(To be furnished online only. Offline bids are not acceptable under this contract)

S.No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the Agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Aadhar No. (copy to be enclosed)	
7.	Labour License Number (copy to be enclosed)	
8.	Goods and Service Tax Registration Number (copy to be enclosed)	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, an undertaking/ certificate is to be attached in this regard)	
10.	Length of experience in the field, if any	
11.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the Agency)	
12.	Whether Agency profile is attached?	
13.	Financial turnover of the tendering company/firm/Agency for the last 3 financial years with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
14.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

The bidder shall also provide following in technical proposals:

- A: The Agency's Bid Cover Letter (including eligibility, following Code of Integrity in Public Procurement - CIPP);
- B: Power of attorney if any;
- C: Qualification Information with enclosures;
- D: Write up on Bidder's Organization, confirmation of compliance with (or deviations from) Description of Services, Activity Schedule, Statutory Obligation and Facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Agency, Contract For, GCC and SCC; etc. and
- E: Enclosures: Cost of Bid/Bid Processing Fee/Bid Security.

Signature of the bidder with seal

FINANCIAL BID

Name of Work: Hiring of support services for Hydrological Observations on various Rivers in Jammu & Kashmir

Name of Organization: Indus Basin Organization, Central Water Commission, Chandigarh

(To be furnished online only. Offline bids are not acceptable under this contract)

Part- I (A) FOR FINANCIAL YEAR 2019-20 (1st June-2019 to 31st Oct. 2019)

S. No.	Name and location of sites	Type of site	Details of works*	Monthly Amount for each site in Rupees
1	Bhut Nallah, Kishtwar, Gulabgarh	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
2	Neeru Nallah, Doda	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
3	Watchi, Pulwama	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
4	Dah, Kargil	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
5	Shilikht , Kargil	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
6	Khalts, Leh	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
7	Nimmu, Leh	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
8	Kalnai Nallah, Doda	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
9	Chittin near Nimmu (Confluence point of Zanaskar river with Indus), Leh	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.

10	Upshi (D/S of confluence point of Indus river), Leh	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
11	Sanjak (Kanji Nallah), Kargil	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
12	Dumkhar, Kargil	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
13	Bari Pattan, Rajouri	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
14	Arwani, Shopian	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
15	Chandanwari, Anantnag	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
16	Sonamarg, Ganderbal	Gauge	Gauge Observation (hourly) Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
17	Chhapriyal, Jammu	Gauge & Discharge	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
18	Doodganga, Budgam	Gauge & Discharge	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
19	At Rumshi Nallah, Pulwama	Gauge & Discharge	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
20	Uri (out terminal point with	Gauge &	Gauge Observation (hourly) Discharge Observation daily at 12:00	In figure: Rs.

	Pakistan), Baramulla	Discharge	PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In words: Rs.
21	Bamiyal, Kathua	Gauge & Discharge	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
22	Kidur, Kishtwar	Gauge, Discharge & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
23	KuriyaPul, Kishtwar	Gauge, Discharge & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
24	Navapachi, Kishtwar	Gauge, Discharge & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
25	Shol, Kishtwar	Gauge, Discharge & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
26	Dharmari, Reasi	Gauge, Discharge & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.

27	Out terminal point of Kishanganga with Pakistan, Bandipora	Gauge, Discharge & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
28	Ravi / Basantar, Samba	Gauge, Discharge, & Silt	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
29	Prang, Gandarbal	Gauge, Discharge, Silt & W. Quality	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations. Water Quality observation once in a month during the time of discharge observations. Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
30	D/S of Kishanganga project, Bandipora	Gauge, Discharge Silt & W. Quality	Gauge Observation (hourly) Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations. Water Quality observation once in a month during the time of discharge observations. Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
			Monthly Total (Rs.)	
	Total for FY 2019-20 (1st June-2019 to 31st Oct. 2019) (05 x Monthly Total)			
			GST @ % =	
	Grand Total for FY 2019-20 (1st June-2019 to 31st Oct. 2019)			

Part-I (B) For FY 2019-20 (1st Nov.-2019 to 31st march-2020)

S. No.	Name and location of sites	Type of site	Details of works*	Monthly Amount for each site in Rupees
1	Bhut Nallah, Kishtwar, Gulabgarh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
2	Neeru Nallah, Doda	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
3	Watchi, Pulwama	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
4	Dah, Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
5	Shilikht , Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
6	Khalts, Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
7	Nimmu, Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
8	Kalnai Nallah, Doda	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
9	Chittin near Nimmu (Confluence point of Zanaskar river with Indus), Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.

10	Upshi (D/S of confluence point of Indus river), Leh	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
11	Sanjak (Kanji Nallah), Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
12	Dumkhar, Kargil	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
13	Bari Pattan, Rajouri	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
14	Arwani, Shopian	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
15	Chandanwari, Anantnag	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
16	Sonamarg, Ganderbal	Gauge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
17	Chhapriyal, Jammu	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
18	Doodganga, Budgam	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
19	At Rumshi Nallah,	Gauge &	Gauge Observation at 8:00, 12:00 &	In figure: Rs.

	Pulwama	Discharge	16:00 hrs. daily Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In words: Rs.
20	Uri (out terminal point with Pakistan), Baramulla	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
21	Bamiyal, Kathua	Gauge & Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
22	Kidur, Kishtwar	Gauge, Discharge & Silt	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
23	KuriyaPul, Kishtwar	Gauge, Discharge & Silt	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
24	Navapachi, Kishtwar	Gauge, Discharge & Silt	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
25	Shol, Kishtwar	Gauge, Discharge	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00	In figure: Rs. In words: Rs.

		& Silt	PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	
26	Dharmari, Reasi	Gauge, Discharge & Silt	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
27	Out terminal point of Kishanganga with Pakistan, Bandipora	Gauge, Discharge & Silt	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
28	Ravi / Basantar, Samba	Gauge, Discharge, & Silt	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
29	Prang, Gandarbal	Gauge, Discharge, Silt & W. Quality	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time of discharge observations. Water Quality observation once in a month during the time of discharge observations. Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	In figure: Rs. In words: Rs.
30	D/S of Kishanganga project, Bandipora	Gauge, Discharge Silt & W. Quality	Gauge Observation at 8:00, 12:00 & 16:00 hrs. daily Discharge Observation daily at 12:00 PM Silt observation daily during the time	In figure: Rs. In words: Rs.

			of discharge observations. Water Quality observation once in a month during the time of discharge observations. Any other work such as maintenance of data register, cleaning & sweeping of site office/ site, etc.	
			Monthly Total (Rs.)	
	Total for FY 2019-20(From 1 st Nov.- 2019 to 31 st March-2020) (05 x Monthly Total)			
			GST @ % =	
	Grand Total for FY 2019-20(From 1 st Nov.- 2019 to 31 st March-2020)			

Norms for deployment of category wise staff for Hydrological Observation at CWC Sites is given as per Annexure-I.

Note: Details of works required to be outsourced at any site have been indicated above, however other works such as meteorological observations, cleaning of sites, equipments and survey work may also be carried out time to time.

ABSTRACT OF QUOTED PRICES

S. No.	Name and location of sites	Financial Years/Period	Basic Charges	GST amount	Total
1.	All 30 sites referred above PART-I(A) + PART-I(B)	FY 2019-20 (Period 01/06/2019 to 31/03/2020) In figure: Rs. In Words: Rs.			
		Grand Total			
Grand Total including GST for 10 Months: Rs. _____ _____ only.					

*Note: Details of works required to be outsourced at any site may be clearly indicated e.g.

- (a) Gauge- 3 Times a day in non-monsoon
- (b) Gauge- Hourly in monsoon
- (c) Discharge- Once in a day
- (d) WQ- Once in 10 days
- (e) Silt- Once in a day
- (f) Meteorological observations as required
- (g) Other works, if any

Chapter 6. Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20....between Executive Engineer, Chenab Division, Central Water Commission, Jammu(*Name of purchaser*) (*hereinafter called "the Purchaser"*) of one part and (*Name of Agency*) of..... (*City and Country of Agency*) (*hereinafter called "the Agency"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz Hiring of support services for Hydrological Observations on various Rivers in Jammu & Kashmir under Chenab Division, Central Water Commission, Jammu and has accepted a Tender by the Agency for the supply of services in the sum of Rs...../- (Rupees (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*)).

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 be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The tender form, technical bid and financial bids submitted by the Tenderer ;
 - b. Tender document
 - c. Amendments to the tender document;
 - d. Post tender opening correspondence; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the 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 Brief particulars of the services which shall be supplied/provided by the Agency are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Hiring of support services for Hydrological Observations on various Rivers under Chenab Division, Central Water Commission, Jammu		

TOTAL VALUE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<p>Signed, Sealed and Delivered by the</p> <p>said.....</p> <p>..... (For the Purchaser)</p> <p>in the presence of:.....</p>	<p>Signed, Sealed and Delivered by the</p> <p>said.....</p> <p>..... (For the Agency)</p> <p>in the presence of:</p>
--	--

Chapter 7. Other Standard Forms

Form 1

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the "tenderer")
has submitted their offer dated..... for the supply of
.....
(hereinafter called the "tender")
against the purchaser's tender enquiry No.
KNOW ALL MEN by these presents that WE of
..... having our registered office at
are bound unto
(hereinafter called the "Purchaser")
in the sum of
..... for which payment will and truly to be
made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed
with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply "office furniture"(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Form 3

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer,
Chenab Division,
Central Water Commission,
Jal Aayog Bhawan, Rajinder Nagar,
Bantalab, Jammu-181123.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: Tender No: CD/HQ/G-2/2019/ 901-04, Dated 27.04.2019
TCIL Reference No.: CWC-2019-TN0000164

Name of Tender / Services: - Hiring of support services for Hydrological Observations on various Rivers in Jammu & Kashmir under Chenab Division, Central Water Commission, Jammu

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the website namely _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-I

Norms for deployment of category wise staff for Hydrological Observation at CWC Sites

<u>Type of Site</u>	<u>Staff requirement*</u>	<u>Seasonal Staff during Monsoon period from 1st June to 31st October only</u>
G	One Departmental or 01 support Staff for 3 hours	2 Support Staff for 8 hours
GD	One Departmental and 3 Support Staff for 4 hours or 2 Departmental and 2 Support Staff for 4 hours	2 Support Staff for 8 hours
GDS	One Departmental and 3 Support Staff for 4 hours or 2 Departmental and 2 Support Staff for 4 hours	2 Support Staff for 8 hours
GDSQ	One Departmental and 4 Support Staff for 4 hours or 2 Departmental and 3 Support Staff for 4 hours	2 Support Staff for 8 hours

*** Staff requirement for Support Services given under Schedule of Requirement may be referred**

Annexure-A

1. Guidelines for participation of joint venture firms in tender:-

- A. Separate identity/name shall be given to the Joint Venture firm.
- B. Number of members in a JV firm shall not be more than three.
- C. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- D. The tender form shall be purchased and submitted only in the name of JV firm and not in the name of any constituent member.
- E. The joint venture firm shall be required to submit Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- F. One of the members of the JV firm shall be its Lead Member who shall have a majority (at least 51% share of interest in the JV firm. The other members shall have a share of not less than 20%.
- G. A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. Format for MOU for JV is placed at Annexure JV-1, JV-2 & JV-3
- H. Once the tender is submitted, the MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- I. Approval for change of constitution of JV firm shall be at the sole discretion of the CWC Administration. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- J. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe the stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.
- K. On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc., shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

L. On issue of LOA (Letter of acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV agreement shall be submitted by the JV firm to the CWC before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter-alia following clauses:-

- i. Joint and Several Liability: Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the CWC Administration for execution of the work in accordance with General and Special conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CWC during the course of execution of the contract or due to non-execution of the contract or part thereof.
- ii. Duration of the joint Venture Agreement: It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
- iii. Governing Laws: The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

M. Authorized Member: Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

N. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the CWC in respect of the said tender/contract.

O. Documents to be enclosed by the JV firm along with the tender:-

- i. In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:-
 - a. Notary certified copy of the Partnership Deed
 - b. Consent of all the partners to enter into the Joint Venture
 - c. Agreement on a stamp paper of appropriate value (in original)
 - d. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- ii. In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of 'KARTA' or Hindu Undivided Family (HUF) and he/she

has the authority, power and consent given by other partners to act on behalf of HUF.

- iii. In case one or more members is/are limited companies, the following documents shall be submitted:
 - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU. JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other and on behalf of the company.
 - b. Copy of Memorandum and Articles of Association of the Company authorising the person to do/act mentioned in the para(a) above.
 - c. Power of Attorney (duly registered as per prevailing Law) by the Company authorising the person to do/act mentioned in the Para (a) above.
- iv. All the members of the JV shall certify that they have not been black listed or debarred by CWC or any other Ministry/Department/PSU of the Govt. of India/State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV firm in which they were/are members.

P. Credentials & Qualifying criteria:

Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria:

1. Technical Eligibility criteria:

Either the JV firm or Lead Member of the JV firm:

The tenderer should have completed or should have received payment in ongoing similar works in the last three financial years (i.e., the current year and last three financial years) up to the date of opening of tender, for a minimum value of 35% of the advertised tender value of the work from single work.

Value of a completed work done by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

2. Financial Eligibility Criterion:-

Total contract amount received by the JV firm or the arithmetic sum of contractual amount received by all the members of JV firm during the last three financial years and in the current financial year upto the date of opening of the tender, which should be minimum of 150% of the advertised tender value of the work.

Note:

- i) Contractual payment received by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance of the above mentioned financial eligibility criteria in the tender under consideration.
- ii) It may be noted that wherever, the certificate from the Chartered Accountant is mentioned, it is elaborated that the Chartered Accountant should be the same who normally audits the accounts of the company.

2. FILLING AND SUBMISSION OF TENDER

The submission of a Tender by a tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein and special Conditions of Contract, Specifications of work and other conditions as given in this tender document.

- 4. Interested contractors may apply for the tender as a sole contractor or in Joint Venture Partnership herein after referred as 'Group'. The number of Joint Venture Partners shall be restricted to maximum three. All the members of the Joint Venture will be jointly and severally liable for the Performance of whole contract.
- 5. A Tenderer may be an individual person, private entity, government-owned entity or any combination of them with a formal intent, in the form of a MoU, to enter in to an agreement or under an existing agreement in the form of a Joint Venture (JV). The Tenderer must ensure the following:

(i) In case of Single Entity:

Submit Power of Attorney authorizing the signatory of the Bid to commit the Tenderer.

(ii) In case of Joint Venture:

(a) Number of members in a JV firm shall not be more than three partners.

(b) Submit MoU or Joint Venture Agreement, as per Form given in

Annexure JV-3

(c) The JV shall nominate a Representative through Power of Attorney as per Annexure JV-1 who shall have the authority to conduct all business for and on behalf of and all the Parties of the JV during the bidding process and, in the event of JV is awarded the contract, during contract execution. Submit Power of Attorney by individual partners to lead partner as per Annexure JV-2.

- 6. In case the Joint Venture is the successful Bidder, the Joint Venture agreement should be entered in to, by the Joint Venture Partners before the signing of formal contract agreement.

The duly signed Joint Venture Agreement should be submitted to the CWC within thirty days (30) of the receipt of letter of Acceptance.

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney.)

Know all men by these present, we do hereby constitute, appoint and authorize Mr/Ms.....who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to Chenab Division, CWC, Jammu representing us in all matters, dealing with Chenab Division, CWC, Jammu in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this theday of.....2019

Signature of the attorney

Signature of the attorney is

Attested

(Signature of authorized signatory)

(by the authorised signatory of the company)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness:

Witness 1:

Witness 2:

Name :

Name :

Address :

Address :

Occupation :

Occupation :

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.

- ii) The made of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii) In case of incorporated companies, the common seal of the company has to be embossed on all pages

FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF JOINT VENTURE (JV)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

POWER OF ATTORNEY

Whereas Chenab Division, CWC, Jammu has invited Tender for the work of

Whereas, the members of the Joint Venture comprising of M/s.....M/s.....and M/s....., are interested in submission of bid for the work(insert name of work..... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s....., hereby designate M/s....., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Tender for the contract, including submission of Tender, participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealings with the CWC or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of Tendering till the contract agreement is entered into with the Chenab Division, CWC, Jammu and thereafter till the expiry of the maintenance period.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this theday of.....2019

Signature of the attorney

Signature of the attorney is attested

(by the authorised signatory of the company)

.....(Signature)

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- iii) In case of incorporated companies, the common seal of the company has to be embossed on all pages.

.....

(Name in Block letters of Executants)

Seal of Company

Witness 1:

Name :

Address :

Occupation :

Witness 2:

Name :

Address :

Occupation :

DRAFT MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE PARTICIPATION BETWEEN

M/s.....having its registered office at..... (hereafter referred to as) acting as the Lead Partner of the first part. And M/s.....having its registered office at.....(hereafter referred to as '.....') in the capacity of a Joint Partner of the other part.

The expressions of.....andshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party” WHEREAS; Chenab Division, CWC, Jammu (hereinafter referred to as “Client”) has invited bids for(insert name of work....)

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - i) Notice for bid, and
 - ii) Tender document
 - iii) Any Addendum / Corrigendum issued by (Chenab Division, CWC, Jammu)
 - iv) The Tender submitted on our behalf jointly by the Lead partner.
2. The ‘Parties’ have studied the documents and have agreed to participate in submitting a ‘Tender’ jointly.
3. The name of the Joint Venture firm shall be_____.
4. M/s..... shall be the lead member of the JV for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate _____ as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s..... to M/s.....
5. The ‘Parties’ have resolved that the distribution of share and responsibilities is as under:
 - a) Lead Partner share.....%;
Responsibilities . i).....

ii).....

iii).....
 - b) Joint Venture Partner’s share.....%
Name.....

Responsibilities).....

ii).....

iii).....

C) Joint Venture Partner's share.....%

Name.....

Responsibilities).....

ii).....

iii).....

6. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

9. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

10. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

11. DOCUMENTS & CONFIDENTIALITY

Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

12. VALIDITY

This MOU/ JV Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation / shelving of the project by the client for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

13. This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s..... & M/s..... and a copy submitted with the proposal.

14. This MOU shall be construed under the laws of India.

15. NOTICES

Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

Other Partner

.....

.....

.....

.....

(Name and Address)

(Name and Address)

Fax no8

Fax no.

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

M/s.....

.....
(Seal)

Witness:

M/s.....

1.....(Name & Address)

.....

(Seal)

2.....(Name & Address)

BLANK