



CORRIGENDUM

Due to **technical error**, the tender document for NIT No. – **04/2021-2022/LBD/CWC/JPG (2nd call) dated 20.11.2021 (CPP Tender ID-2021_CWC_653614_2)** for the work “Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri”, **is missing on the CPP portal.**

The tender document is being uploaded with the extension of deadlines as mentioned below:

- I. Last Date & Time For Downloading Bidding Document: **13.12.2021 up to 15:00 hrs.**
- II. Last Date & Time For Receipt of Bids Online: **13.12.2021 up to 18:00 hrs.**
- III. Date & Time of Opening of Bids: **14.12.2021 at 12:00 hrs.**

The other entries of the NIT will remain intact.

Signed by Shailesh Kumar
Date: 04-12-2021 16:39:57
Reason: Approved

(Shailesh Kumar)
Executive Engineer

Copy for kind information to: -

1. The Superintending Engineer(C), T&BDBO, CWC, Kolkata
2. The Superintending Engineer, Investigation Circle, CWC, Gangtok
3. The Director, SM Dte, CWC, New Delhi for kind information with a request to arrange to upload in CWC's website.
4. Executive engineer, Chambal Division, CWC, Jaipur .
5. Executive Engineer, Middle Brahmaputra Division, CWC, Guwahati.
6. Assistant Accounts Officer, L.B. Division, CWC, Jalpaiguri.
7. Sub-Divisional Engineer (HQ), L.B. Division, CWC, Jalpaiguri

Copy forwarded with the request to display the enclosed Corrigendum on the notice board for wide publicity to: -

1. The Sub-Divisional Engineer, JLT Sub-Division, CWC, Jalpaiguri-735101.
2. The Sub-Divisional Engineer, TRS Sub-Division, CWC, Cooch Behar- 736101.
3. The Sub-Divisional Engineer, UTUM Sub-Division, CWC, Siliguri,
4. Notice Board, L.B. Division, CWC, Jalpaiguri.

5. Website www.eprocure.gov.in & www.cwc.gov.in

अधिकासी अभियंता का कार्यालय
जल भवन, हाकिमपाड़ा
जलपाईगुडी- 73510
दूरभाष / (फैक्स) : 03561-230677, 220770
ई मेल: ee1bd-cwc@gov.in
♦ जल संरक्षण-सुरमित भविष्य ♦



O/o the Executive Engineer
Jal Bhawan, Hakim Para,
Jalpaiguri-735101
Te/Fax: 03561-230677, 220770
E-mail: ee1bd-cwc@gov.in
♦ Conserve Water- Save Life ♦

I/74203/2021

**NATIONAL COMPETITIVE BID (NCB)
TENDER DOCUMENT**

FOR

Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Lower Brahmaputra Division
Hakimpara, Jalpaiguri-735101 (W.B.)**

I/74203/2021

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Lower Brahmaputra Division
Hakimpara, Jalpaiguri -735101 (W.B.)**



Tender for Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.

TENDER NO: 04/2021-2022/LBD/CWC/JPG dated 20.10.2021

OFFICER INVITING TENDER	Executive Engineer Lower Brahmaputra Division Hakimpara, Jalpaiguri -735101 (W.B.) EMAIL ID: - eelbd-cwc@gov.in TEL NO.: - 03561-220770/230677
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	20.10.2021 at 18:00 hrs
TENDER FORM AVAILABLE ONLINE FROM	21.10.2021 at 10:00 hrs
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	07.11.2021 at 10:00 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	07.11.2021 at 10:00 hrs
DATE AND TIME OF PRE-BID MEETING (VIRTUAL) AT THE FOLLOWING LINK https://meet.google.com/ksz-kxzk-sve	28.10.2021 at 12:00 hrs
DATE AND TIME OF OPENING OF BIDS	08.11.2021 at 12:00 hrs
PLACE OF OPENING OF BIDS	Lower Brahmaputra Division Hakimpara, Jalpaiguri -735101 (W.B.)
PRICE OF TENDER DOCUMENT	Nil

BLANK

I/74203/2021

File No. LBD/DB-19(04)/2021-22

INDEX

Contents

1. Notice Inviting E-Tender	5
2. Instructions To Bidders	6
3. CPWD -7/8	16
4. Schedules	18
5. Instructions To Bidders For E - Tendering Through CPP Portal.....	20
6. Activity Schedule And Other Requirements.....	23
7. Conditions Of Contract.....	25
8. Schedule Of Requirements.....	41
9. Technical And Financial Bids	42
10. Contract Form	434
11. Form Of Bid-Securing Declaration	46
12. Model Bank Guarantee Format For Performance Security.....	47
13. Tender Acceptance Letter	48`
14. Annexure-I.....	49
Telemetry Stations	49
15. Annexure-II	50
List of Items To Be Covered Under Comprehensive Annual Maintenance Contract.....	50
16. Annexure-III.....	51
Technical Specification Of Installed Equipment At Sites.....	51
17. Annexure-IV.....	52
Details of co-ordinates, Satellite ID and Tx time of Remote stations.....	52

I/74203/2021

File No. LBD/DB-19(04)/2021-22

TENDER No: 04/2021-2022/LBD/CWC/JPG dated 20.10.2021

Government of India
Central Water Commission
Lower Brahmaputra Division

NOTICE INVITING e-TENDER

The Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Hakimpara, Jalpaiguri -735101 (W.B.) invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids from experienced and eligible Agencies for the work **“Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.”**

- 1) Name of work: Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.
- 2) Earnest Money: Nil (Bid Securing Declaration to be submitted)
- 3) Performance Guarantee: 3% of tendered value.
- 4) Cost of Tender Document: Nil.

2. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	20.10.2021 at 18:00 hrs
TENDER FORM AVAILABLE ONLINE FROM	21.10.2021 at 10:00 hrs
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	07.11.2021 at 10:00 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	07.11.2021 at 10:00 hrs
DATE AND TIME OF PRE-BID MEETING (VIRTUAL) AT THE FOLLOWING LINK https://meet.google.com/ksz-kxzk-sve	28.10.2021 at 12:00 hrs
DATE AND TIME OF OPENING OF BIDS	08.11.2021 at 12:00 hrs
PLACE OF OPENING OF BIDS	Lower Brahmaputra Division Hakimpara, Jalpaiguri -735101 (W.B.)
PRICE OF TENDER DOCUMENT:	Nil

3. Tender can be downloaded from website www.eprocure.gov.in and www.cwc.nic.in from 21.10.2021 at 10:00 hrs to 07.11.2021 at 10:00 hrs.
4. The tender forms complete in all respects should be submitted online only by 07.11.2021 at 10:00 hrs. Offline submission of tender is not permitted.
5. The **pre-bid meeting (Virtual)** for the tender will be held on **12:00 hrs. at 28.10.2021** at the following link: <https://meet.google.com/ksz-kxzk-sve>

I/74203/2021

File No. LBD/DB-19(04)/2021-22

6. The Technical bid of the tender will be opened online on 08.11.2021 at 12:00 hrs. 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. Financial bid will be opened for those who are technically qualified.
7. The NIT and tender can be downloaded from e-Tendering portal with URL [https:// www.cwc.gov.in](https://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 www.eprocure.gov.in.
8. Bids shall be accepted through e-procurement only at e-tendering portal of www.eprocure.gov.in
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

Signed by Shailesh Kumar

Date: 20-10-2021 17:39:22

Reason: Approved

Executive Engineer
Lower Brahmaputra Division
Hakimpara, Jalpaiguri -735101 (W.B.)

Copy for kind information to: -

1. The Superintending Engineer(C), T&BDBO, CWC, Kolkata
2. The Superintending Engineer, Investigation Circle, CWC, Gangtok
3. The Director, SM Dte, CWC, New Delhi for kind information with a request to arrange to upload in CWC's website.
4. Executive engineer, Chambal Division, CWC, Jaipur w.r.t. his letter no. T-110501/5/2020-chambal DIV Jaipur-Part(4) dated 06.01.2021.
5. Executive Engineer, Middle Brahmaputra Division, CWC, Guwahati.
6. Assistant Accounts Officer, L.B. Division, CWC, Jalpaiguri.
7. Sub-Divisional Engineer (HQ), L.B. Division, CWC, Jalpaiguri

Copy forwarded with the request to display the enclosed NIT on the notice board for wide publicity to: -

1. The Sub-Divisional Engineer, JLT Sub-Division, CWC, Jalpaiguri-735101.
2. The Sub-Divisional Engineer, TRS Sub-Division, CWC, Cooch Behar- 736101.
3. The Sub-Divisional Engineer, UTUM Sub-Division, CWC, Siliguri,
4. Notice Board, L.B. Division, CWC, Jalpaiguri.
5. Website www.eprocure.gov.in & www.cwc.gov.in

I/74203/2021

Chapter 1: Instructions to Bidders

1. General

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 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 three days before the last date of tender submission.** Tenderer is free to ask any clarification in the Pre-bid meeting(virtual) to be held on **28.10.2021 at 12:00** hours at the following link <https://meet.google.com/ksz-kxzk-sve> 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 payment terms is permissible in the tender. If a tenderer does not explicitly agree with the payment terms, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' have 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 CPPP URL <https://www.eprocure.gov.in>. Tenderer/Agency is advised to follow the instructions provided in the 'Instructions to the Agency/Tenderer for the e-submission of the bids online through CPPP 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 Central Public Procurement Portal (CPPP) or CWC website <https://www.eprocure.gov.in>, www.cwc.nic.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 tampered/modified in any manner, tender will be completely rejected.
- (xv) Intending tenderers are advised to visit again CPPP website URL <https://www.eprocure.gov.in> and CWC website www.cwc.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum/amendment.

I/74203/2021

File No LBD/DB-19(04)/2021-22

- c. One completed services of similar nature costing not less than the amount equal to 80% of the estimated cost put to tender #.

*Similar services are defined as the services of maintenance of automatic data acquisition sensors for collection of hydro-metrological data and its transmission in real time basis through satellite.

#The work is estimated to cost Rs. 17,58,842.00 (put to tender)

- ii). The Agency shall have permission to operate and work in West Bengal by relevant government agencies.
- iii). The bidder should have GST No./PAN/Aadhar No.
- iv). Joint Ventures (JV) shall submit its full details.
- v). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished
- vi). 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.
- vii). 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 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).
- viii). 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.
- ix). **The average annual financial turnover of services during the last three Financial Years should be at least equal to the estimated cost. Year in which no turnover is shown/ indicated would also be considered for working out the average. For the purpose of verification of the Average Annual Turnover, an unaudited but certified copy of the Annual Financial Statement of the immediately preceding year ending on 31st March, 2021 may be submitted subject to the condition that the Audited Annual Financial Statement of the same shall be further submitted at the earliest, preferably within 03 (three) months from the date of award of tender. However, for the remaining two years prior to immediately preceding year ending on 31st March, 2021, the Audited Annual Financial Statement shall be mandatorily submitted, if applicable, in order to verify the claim of average annual turnover, failing which the bids of the Bidder shall be treated as non-responsive.**
- x). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).
- xi). **The bidder should have cash flow of 30% of the estimated cost. The bidders are required to submit the certificate from Scheduled Bank.**

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- xii). The condition of prior turnover and prior experience will be relaxed up to 50% of the above-mentioned clause 3 (i) & 3(ix) for micro and small enterprises (MSEs) registered as per the policy circular No.1 (2) (1)/2016-MA dated 10.03.2016 of Ministry of Micro, Small and Medium Enterprises, Government of India. Any bidder desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document.

The condition of prior turnover and prior experience will be relaxed up to 50% of the above-mentioned clause 3(i) & 3(ix) for Startups (as defined by the Department for Promotion of Industry and Internal Trade) subject to meeting of quality and technical specifications. A certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry to this effect shall be submitted by the bidder desirous of availing the relaxation under this clause. The definition of Start-ups shall be as prescribed under G.S.R. notification 127(E).

- xiii). A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for this bidding process, if the Bidder:

- (i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (ii) receives or has received any direct or indirect subsidy or funding from another Bidder; or
- (iii) has the same legal representative (i.e., Members of Board of Executive Engineers or Managing Executive Engineers or any person who is figures in Top management etc.) as another Bidder; or
- (iv) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (v) Participate in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved; or
- (vi) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
- (vii) Has a close family relationship with a professional staff of the Purchaser's organization/ Department. For this purpose, a 'close family relationship' shall mean father, mother, wife/husband, son(s), daughter(s), brother(s) and sister(s).

4. 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) GST No.
 - b) PAN Card
- ii). Copies of work orders and experience in related services for each of the last seven 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

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- iii). Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)
- iv). Audited financial statements for the last three years (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period)
- v). Bank Account details
- vi). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount and
- vii). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.

5. Site Visit:

The bidder, at the bidder's own responsibility is encouraged to visit at their own cost and examine the currently installed Real Time Automatic Data Acquisition System and Real Time Data Transmission System (Telemetry Systems) at various sites under LBD, Jalpaiguri where comprehensive annual maintenance services are required and examine the sites and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

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 CAMC services for telemetry systems. The Agency shall be fully responsible for observance of all labor 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 schedule of requirement described in chapter 4, the Agency should quote for all locations of H.O sites. GST or any other taxes should be shown separately in the financial bid.

8. Tender Security and Performance Security

i. Bid-Securing Declaration:-

A Bid-Securing Declaration as per proforma given in Chapter 7 Form 1 is to be submitted along with the bid.

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of 3% 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.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Lower Brahmaputra Division, CWC payable at Jalpaiguri 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 Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement
- (v) Specifications and allied technical details
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms.

10. Tendering Process

(i) Marking and submission of tenders:

Proposals must be submitted online only at CPPP website URL <https://eprocure.gov.in> before 07.11.2021 at 10:00 hrs. Tenderer/Contractor is advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through CPP portal.

The tenderers should submit both "Technical bid" and "Financial Bid" online.

Tenders must be submitted by the bidders online not later than the time and date specified in the NIT.

Intending tenderers are advised to visit again CPPP URL <https://eprocure.gov.in>, CWC website www.cwc.nic.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 deadline 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.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Opening of Bids:

The bids shall be opened online on the date and time mentioned in the NIT. Financial Bids of only those bidders who are found technically acceptable would be considered.

(ii) 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.

(iii) 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 quoted price structure, 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 subtotals, the subtotals 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.
- d) 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.

(iv) 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.

(v) Evaluation of Tenders:

The tenders will be evaluated on the basis of specifications as given in the tender document including the unit rate of each item and total cost. The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar for Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals to Government/Semi-Government Agencies/PSUs/ Autonomous or Statutory Bodies. Purchase preference for Class-I Local supplier as per DPIIT order no. P-45021/2/2017-PP(BE-II) dated 16.09.2020 for those who is/are authorized service provider for this equipment, shall be given.

I/74203/2021

File No LBD/DB-19(04)/2021-22

The financial bids of only those bidders will be opened who will be found technically eligible in technical bids in all respects as per tender document including qualification of the eligibility conditions as mentioned in Clause 2 & 3 above of this tender document. However, nothing in this clause or any other clause of the Tender document binds the purchaser to accept the lowest tender or others.

11. Bid Data sheet

A: GENERAL

- i). **Name and address of the purchaser:** Lower Brahmaputra Division, Central Water Commission, Hakimpara, Jalpaiguri -735101 (W.B.). EMAIL ID: - eelbd-cwc@gov.in
- ii). E-Tender number: **04/2021-2022/LBD/CWC/JPG dated 20.10.2021**
- iii). Qualification requirements: -

B: PRE-BID MEETING (VIRTUAL)

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:

28.10.2021; 12:00hrs at the following link <https://meet.google.com/ksz-kxzk-sve>

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.

D: SUBMISSION OF BIDS

- i). Only online bids through e tendering web portal of CPPP <https://eprocure.gov.in> shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 07.11.2021 at 10:00 hrs

E: BID OPENING AND EVALUATION

- i). The Technical bid of the tender will be opened online at 08.11.2021 at 12:00 hrs 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: Settlement of Disputes

I/74203/2021

File No. LBD/DB-19(04)/2021-22

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 CPPP 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://eprocure.gov.in> through CPPP.

I/74203/2021

CPWD -7/8
GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

(A) Tender for the work of: - **“Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.”**

(i) To be uploaded by 18:00 hours on 20.10.2021 at <https://eprocure.gov.in/eprocure/app>.

(ii) To be opened in presence of tenderers who may be present at 12:00 hours on 08.11.2021 in the office of Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri-735101

Issued to:

Signature of officer issuing the documents

Designation on

Date of Issue:

* Note Applicable for e-tendering

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

Further, I/We agree that in case of non-submission of Bid Securing Declaration as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work (s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness:

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Postal Address

Address:

Occupation

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. Rupees.....
.....)

The letters referred to below shall form part of this contract agreement: -

(a)

(b)

(c)

For & on behalf of the President of India

Signatures.....

Designation.....

Dated:

I/74203/2021

File No LBD/DB-19(04)/2021-22

SCHEDULES

- SCHEDULE 'A'** - Schedule of quantities (Enclosed at **Schedule- A**)
- SCHEDULE 'B'** - Not applicable
- SCHEDULE 'C'** - Not applicable
- SCHEDULE 'D'** - Additional Conditions of Contract.
- SCHEDULE 'E'** - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

Name of work: - Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri

i.	Earnest money:	Nil (Bid Securing Declaration)
ii.	Performance guarantee	3% of contract value to be submitted before commencement of work
iii.	GST	18% or as per prevailing rules applicable

SCHEDULE 'F'

	General Rules & Directions:	
	Officer inviting tender	Executive Engineer, Lower Brahmaputra Division, Hakimpara, Jalpaiguri
	Definitions:	Additional definitions as per conditions of contract clause 1
2(v)	Engineer-in-Charge	Executive Engineer, Lower Brahmaputra Division, Hakimpara, Jalpaiguri
2(viii)	Accepting Authority:	Superintending Engineer, IC, CWC, Tadong, Gangtok/ Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri as per applicable delegation of financial powers
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	Rates as per prevailing market rate.
2(xii)	Department:	Central Water Commission
9(ii)	Standard CPWD Contract Form	CPWD Form-8 as amended from time to time
	Clause – 1	
i	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	15 days
ii	Maximum allowable extension beyond the period (provided in i) above.	Nil

I/74203/2021

File No. LBD/DB-19(04)/2021-22

	Clause – 2		
	Authority for fixing Compensation under clause 2	Superintending Engineer, IC, CWC, Tadong, Gangtok	
	Clause – 2 A		
	Whether Clause 2 A is applicable	No	
	Clause – 5		
	Number of days from date of issue of letter of acceptance for reckoning date of start	7 Days	
	Milestones	None	
	Time allowed for execution of work	36 Months	
	Clause – 6 & 6A	As per clause of CPWD General Conditions of Contract	
	Clause – 7 Payment on intermediate certificate	As per clause of CPWD General Conditions of Contract	
	Clause – 10 A	Not applicable	
	Clause – 10 B (ii)	Not applicable	
	Clause – 10 C (a)	Not applicable	
	Clause – 10 C (c)	Not applicable	
	Clause – 11 Specifications to be followed for execution of work	As per Specifications of CPWD	
	Clause – 12	As per clause of CPWD General Conditions of Contract	
	Clause – 16	As per clause of CPWD General Conditions of Contract	
	Clause – 18	As per clause of CPWD General Conditions of Contract	
	Clause – 36		
	Minimum qualifications & experience required for Principal Technical Representative	For works with estimated cost put to tender more than	
		Rs. 10 Lakhs	Graduate Engineer Retired AE
		less than Rs. 10 lakhs for Civil work	Recognized Diploma holder
		for Elect/ Mech work	Recognized Diploma holder
		Discipline to which the Principal Technical Representative should belong	Electronics & Telecommunication Engineering
		Minimum experience of works	5 Years
	Recovery to be affected from contractor in the event of not fulfilling provision of clause 36	Rs. 20,000/- per month for Graduate Rs. 15,000/- per month for diploma holder	
	Clause – 42	As per clause of CPWD General Conditions of Contract	

I/74203/2021

File No. LBD/DB-19(04)/2021-22

INSTRUCTIONS TO BIDDERS FOR E - TENDERING THROUGH CPP PORTAL

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Special instructions to Bidders by CPPP for e-Tendering

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user id/ password and the password of the DSC/ e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in; they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/ help from the Helpdesk.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

3. PREPARATION OF BIDS

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS

- 1) Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with the irrespective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

I/74203/2021

File No LBD/DB-19(04)/2021-22

Chapter 2: Activity schedule and other requirements

6. 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 are required for annual maintenance of telemetry systems installed at 08 sites & 01 Modeling Centre under LBD, Jalpaiguri for automatically observation of hydrological and meteorological viz Water level, Rainfall, AWS at H.O stations mentioned at Chapter 4 "Schedule of Requirements".

- ii) Background of the Organisation 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 Jal Shakti, Department 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 Jal Shakti, Department of River Development & Ganga Rejuvenation (DoWR, 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: Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 nos. stations & 01 no. Modeling center installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I.

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 comprehensive annual maintenance contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) is to maintain telemetry systems so that Water level, Rainfall, AWS data could be collected and transmitted on real time basis. 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 scope of work for is to provide comprehensive annual maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) at 08 nos remote stations and 01 no Modeling centre along with all its component and peripherals.

7. 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

I/74203/2021

File No. LBD/DB-19(04)/2021-22

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.

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

- a) The purchaser will ensure accuracy of all information.
- b) The purchaser will ensure the availability of sites for the work.

I/74203/2021

Chapter 3: Conditions of Contract

1. Definitions & Interpretations:

- Services mean the CAMC services as identified in the tender document and to be provided at the purchaser's facility as per the contract.
- EE, Lower Brahmaputra Division, CWC, means Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Hakimpara, Jalpaiguri under T& BDBO, CWC, Kolkata.
- 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.
- Purchaser: The President of India through the Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Hakimpara, Jalpaiguri-735101 (W.B.).
- 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 CPP (<https://www.eprocure.gov.in>).
- Comprehensive Annual Maintenance Contract: Maintenance of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) for automatic acquisition of hydro-meteorological data through sensors, its transmission in real time basis for processing at modeling center with hardware, software and other peripherals at 08 stations & 01 Modeling Centre installed at various sites under LBD, CWC, Hakimpara, Jalpaiguri.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

2. 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.

3. Interpretations:

- a) *Language:* shall be English only for the purpose of this contract.
- b) *Context:* the singular and plural shall be interchangeable as per the context of the contract.

4. Duration of contract:

The period of operation of the contract shall be for 36(Thirty six) months for the period from 1stOct '2021 to 30th Sep'2024 which may be extended up to 31.03.2026 (Financial year wise at a time) by mutual consent and satisfactory services by the contractor at the same rates (average of three year contract) and conditions. The quantity/number of sites at which services are required may increase or decrease by 20%.

5. 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 4.

6. 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 so 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.

I/74203/2021

File No LBD/DB-19(04)/2021-22

7. 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 West Bengal, etc.
- 2) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 3) 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 postpone 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 be rejected.
- 4) 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.
- 5) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves 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.
- 6) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Central Public Procurement Portal (CPPP) as supplier.
- 7) Bidding only through e-procurement is acceptable under this contract.

8. Special Conditions of Contract

- 1) The Contractor shall warrant that the goods supplied under the maintenance contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship (except when the design and / or material is required by the Department's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supply Goods in the field conditions prevailing.
- 2) Without limiting the generality of the foregoing, the contractor shall further warrant:
 - a. That the Hardware and Software will not be abnormally end or provide invalid or incorrect results as a result of date, specifically including data which represents or references different centuries or more than one century.

I/74203/2021

- b. That the Hardware and Software will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending application or generate incorrect data.
- 3) The maintenance to be provided by the contractor under this contract shall be for entire system complete including all completed and installed civil/mechanical works, telemetry equipment/ systems, all accessories/Peripherals like cable etc. and the attachments of the equipment's/systems installed at stations and the software installed at ERS and Modeling Centre including providing of all required consumables, additional spare parts, repair of the defective equipment or units/parts thereof, orientation of antenna whenever required due to any change(s) in position of the satellite during the maintenance period.
- 4) The Contractor shall ensure proper functioning of all equipment installed at stations and satisfactory data transmission from all stations and data reception at modelling centre.
- 5) Contractor should upkeep and supply on-site spares to timely repair, maintain or replace any part of the remote stations upon determination of malfunction or failure. This includes, but is not limited to DCU, sensors, batteries, solar panel and other accessories etc. required in seamless operation of the real time data acquisition system.
- 6) The Permanent Termination Block (PTB), Bubbler Chamber and its sensor(BCS), Orifice tube (OT), HDPE pipe, etc. of the Telemetry system will remain submerged in the river water either in part or full during the monsoon period. They would be subjected to high velocity water currents and severe erosive action of the silt material. As such, all of them or part thereof could wash off or get damaged or stop functioning for whatsoever reason, the contractor shall replace or repair them without any additional cost during the AMC period and make the Telemetry system fully functional. Any silt deposited above PTB/ BCS shall have to be removed.
- 7) The above conditions are not limited to monsoon period only. Any damage occurring during the non-monsoon period to the PTB, BCS, OT, HDPE pipe etc. by the river water shall be made good by the contractor including their replacement during the AMC period.
- 8) Any damage to OT and HDPE pipe of the Telemetry system due to any act of vandalism shall be made good by replacement by the contractor free of cost during the period of AMC for which spares/ consumables will be provided by the CWC at the scheduled rate. This replacement shall be in addition to the damage caused by the river waters during monsoon/non-monsoon period.

Site visit:

- 9) Periodical routine services viz. monthly services during pre-monsoon and post-monsoon period and bi-monthly services, in addition to the complaints made by the department, during monsoon period shall be provided by the Contractor.
- 10) **Preventive Maintenance:** The bidder shall be responsible for operation and maintenance of all stations /components and their operation tests. All equipment maintenance cost, repairs, replacements and repairs to

I/74203/2021

File No. LBD/DB-19(04)/2021-22

civil work shall be borne by the bidder during the AMC Period. The scope of O&M support would include all materials and services including replacement of components and consumables including batteries, mandatory spare parts required to ensure smooth and sustainable operations of the entire system. The bidder shall provide monthly maintenance reports during the course of maintenance. **The bidder shall supply a Manual specifying all the faults experienced by the system together with an account of how such faults have been rectified.**

The bidders shall ensure the following minimum visits at remote site for preventive maintenance. The bidder should take time stamped geo tagged photographs of the equipment during each maintenance visit (either scheduled or unscheduled visit). The photographs should show the condition of equipment before maintenance, during maintenance and after maintenance.

11) Schedule showing frequency of scheduled visits for routine and preventive maintenance

Sl. No.	Category	Minimum Visits	Remarks
1	Preventive Maintenance of Automated rainfall station (ARS), and (AWLR) Automated water level recorder Stations with all accessories	4	One pre-monsoon, two in monsoon period and one in post monsoon and also on need basis
2	Accurate functioning and correct data transmission of Automated rainfall station (ARS), and (AWLR) Automated water level recorder.	Monthly	The Contractor shall make suitable arrangement to ensure that it's representative mandatorily visit each telemetry station once in a month and submit a certified report of matching telemetry data with the manual data
3	Modeling Centre including server and software for data dissemination and management	Monthly	

12) Normally onsite Calibration and validation of the installed system shall be performed on half yearly basis which shall be continuous process during the entire AMC period besides if it is additionally required as per site condition to be reported by the authorised representative of the Engineer-in-charge.

13) The Contractor shall make suitable arrangement to ensure that it's representative mandatorily visit each telemetry station once in a month and submit a certified report of matching telemetry data with the manual data.

14) Contractor should maintain a site wise History of visits, reason of non-functional station, repairs and replacements made etc. From the day of start of Contract.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Handling of Complaints& Rectification of faults:

- 15) Contractor shall set up a site office at Modelling Centre location/ divisional office location i.e., Jalpaiguri equipped with all requisite infrastructural facilities at his own cost and notify its office and residential addresses to the Engineer-in-charge, **to handle the complaints, within 15 days from the date of signing of the Contract Agreement.**
- 16) The department shall promptly notify the contractor in writing of any claims arising under this CAMC.
- 17) The department shall notify Contractor of any errors and malfunctions, which occur and noticed when equipment is in use, by fax/telephone/ e-mail/ Whatsapp/special messenger directly or through his Service Engineer(s) at his office address during normal working hours or at their residence after normal office hours and/ or on holidays.
- 18) The authorized representative of Engineer-in-Charge shall provide free access to the sites where the defect has occurred. E.g., Station equipment may be under lock & key for which the authorized representative of Engineer-in-Charge shall make sure that free access to such sites is made available for necessary actions at contractor's end. He will also arrange for the security clearance, wherever required in advance to ensure that contractor's engineers get the access to site immediately.
- 19) Changes required for realigning the system at central stations and remote stations due to the change in operating satellite for this project shall be done by the Contractor at his own cost.
- 20) Equipment required to undertake any changes in alignment will be arranged by Contractor.
- 21) An online Complaint registration system must be developed by the Contractor to handle the Complaints for effective timely rectification of faults.
- 22) The maximum response time for a complaint from any of the destination specified in the schedule of requirements i.e. time required for contractor's maintenance engineers to restore the data acquisition from the station after a request SMS/ fax/ e-mail/Whatsapp is made or letter is written shall not exceed 48 hours/72 hours in Monsoon and Non-Monsoon season. Upon receipt of such notice, the Contractor shall, visit the site and repair or replace the defective Goods or parts thereof, without cost to the Department within 48 hours/72 hours as applicable.
- 23) The Contractor shall, at his own cost, carry out repair of the defective equipment or parts removed from the site of installation, to the satisfaction of the engineer-in-charge and return the equipment after satisfactory repair within 60 days from the date of written complaint/ request made. However, contractor has to ensure that the station as well as the telemetry system remains fully operational through its satisfactory response and/ or transmission of data. All charges towards collection, transportation of defective equipment, return of equipment after repair including cost of repair of defective equipment or parts thereof, shall be borne by the Contractor.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Penalty:

- 24) Upon receipt of notification of defect in the system from Purchaser, if Contractor fails to take immediate corrective measures to rectify the defect, within the stipulated maximum response time stated above, the contractor is liable to pay penalty for unsatisfactory performance of maintenance services, in accordance with the criteria laid down below:
- i) A remote site shall be treated as faulty if it fails to respond or transmits erroneous data during three consecutive pre-programmed observation cycles. The decision of Engineer-in-Charge about errors in data shall be final and binding. If a remote site continues to remain "fail" for more than 6 hours in excess of the maintenance time schedule of 48 Hours/ 72 hours as applicable in monsoon and non-monsoon season, the contractor is liable to pay penalty @ Rs. 6000/- per Day/ remote site. The Day for the purpose of penalty shall be taken as failure period of 24 hours or part thereof for a particular site.
 - ii) The above penalty @ Rs. 6000/- per day/ site shall be applicable in the monsoon period (w.e.f 1st May to 31st October) and beyond the monsoon period the penalty shall be 50 % of the above rates.
 - iii) The contractor shall ensure all that all the compatibility issues, if any that may arise are addressed successfully during the AMC period, of installed equipment's at sites with the existing CWC's Delhi or ERS at any other location, and satisfactory receipt of data at the three Modeling Centers at MBD, CWC Guwahati, UBD, Dibrugarh and LBD, CWC, Jalpaiguri & FFM Directorate, CWC, Delhi. If still no data is received at CWC's existing three Modeling Centers at MBD, CWC Guwahati, UBD, Dibrugarh and LBD, CWC, Jalpaiguri & FFM Directorate, CWC, Delhi through the CWC's existing ERS, New Delhi or ERS at any other location, it will be treated as "fail" and if such a failure continues for more than 48 Hours/ 72 hours as applicable in monsoon and non-monsoon season, the contractor is liable to pay a penalty as specified above. However, non-receipt of data at the existing CWC's Delhi or ERS at any other location, due to any other failure not attributed to the installed remote stations or for any other reason beyond the control of the contractor, the penalty shall not be imposed.
 - iv) The maximum limit of the total penalty in a year on this account shall be limited to the 50% of the value of maintenance contract. If the limit of total penalty to be imposed reaches 50% of the value of maintenance contract, the Engineer-in-Charge will initiate the process of termination of contract as per Condition of Contract Clause 18 of this tender document.
 - v) If the contractor fails to replenish the spares or return the equipment after satisfactory repairs within 60 days from date of complaint made, this will be considered as failure of Stations and a penalty @ Rs. 6000/- per Day/ item.

I/74203/2021

File No LBD/DB-19(04)/2021-22

- vi) The authority to impose the penalty is the Executive Engineer, and the authority to review the penalty is the Superintending Engineer, Investigation Circle, Tadong, Gangtok.
 - vii) The total penalty in a year shall be limited to the value of maintenance contract for the corresponding year.
 - viii) 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.
 - ix) If the agency terminates contract prematurely unilaterally, the performance guarantee shall be forfeited.
- 25) The mandatory as well as recommended spares / equipment available with the Department for maintenance as per list given in Annexure II, shall be given free access to contractor to be used as standby. Excluding the above-mentioned spares / equipment maintained by the Department any import/ purchase of any of such components as required during the maintenance, the same shall also be the sole responsibility of the contractor. If the contractor fails to repair the equipment/ spare due to non-availability of the spare/ technological changes the same may be replaced by the contractor with equivalent equipment/ spare of same specification and reputed, make with prior permission of Engineer-in-charge and the costs involved in this process shall be borne by the contractor. Non-returning of the defective spares/ equipment after due repair within stipulated time as 'specified above shall attract the penalty as per relevant Clauses of this Contract.
- 26) The amount of penalty as indicated in the above clauses will be subjected to maximum 50 % of the tendered amount. The Department may also proceed to take such remedial action as may be necessary at the contractor's risk and expenses and without prejudice to any other rights which the department may have against the Contractor under the contract.
- 27) If the contractor, having been notified, fails to remedy the defect(s) within the time specified above, the department may proceed to take such remedial action as may be necessary, at the contractor's risk and without prejudice to any other rights which the department may have against the contractor under the contract.
- 28) 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).
- 29) It is not allowed by the Tenderer to bid in Piece meal manner. Tenderer has to bid for all sites on which telemetry systems are installed.
- 30) CWC will not provide any residential facility to the Agency.
- 31) Transportation and accommodation arrangements of inspecting staff will be made by Agency at its own cost. The Agency shall be responsible for safety of its own staff.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- 32) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in Lower Brahmaputra Division, CWC office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to this Department.
- 33) The Agency shall be contactable at all times and messages sent by phone/e-mail/fax/Whatsapp/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 fulfilment of the contract from time to time.
- 34) 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.
- 35) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 36) The 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.
- 37) Any dispute arising out of the contract shall be settled within the jurisdiction of Jalpaiguri only.
- 38) The maintenance services to be provided by the contractor under this contract shall be for entire system, in accordance with the terms and conditions laid down in the contract, of the telemetry equipment / system, all accessories and attachments of the equipment / systems installed at Remote Stations as per the details given in Tables 1 and 2 of the tender document including providing of all required consumables, additional spare parts, repair of the defective equipment or units/parts thereof, orientation of antenna whenever required due to any change(s) in position of the satellite and imparting training to the officers of the Central Water Commission about operation and maintenance of telemetry system.
- 39) **Contractor shall provide services of an original manufacture certified engineer having Diploma/Degree in Electronics & Telecommunications, at respective site offices. The site engineer should have sufficient experience of working upon and troubleshooting with the equipment installed. He should ensure the receipt of data from remote site, and check its correctness by comparing with manual data wherever possible on weekly basis to AE/JE of this office, so as to ensure the receipt of data on regular basis.**
- 40) The Contractor shall ensure proper functioning of all equipment installed at sites and satisfactory data transmission from all sites and data receipt at the existing CWC's Delhi or ERS at any other location, by utilizing the spare parts available at designated places and by providing additional spare parts for which no additional cost will be paid by the Purchaser. Such designated locations will be mutually agreed at the time of commencement of work.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- 41) It is further stipulated that the contractor shall maintain spares requiring repairs / replacement during AMC at least @ 10% of total spares required for 08 nos. telemetry equipment and 01 no. Modelling centre in the stores of the purchaser, to be used for fulfilling the obligation during AMC. Whenever such a spare is taken by the contractor, the same shall be promptly restored after repairs or replacement in the store of the purchaser. However, these spares shall remain the property of the contractor and the cost thereto shall NOT be considered for either financial evaluation or payment.
- 42) The Contractor shall make suitable arrangement to ensure that it's representative mandatorily visit each telemetry station once in a month and submit a certified report of matching telemetry data with the manual data.
- 43) Dismantling and re-installation of any Telemetry equipment of any site for whatsoever reason will be done free of cost by the Contractor as per the direction of Engineer-in-charge.
- 44) The maximum acceptable difference between manual gauge readings of CWC, wherever available, and the telemetry reading is ± 10 cm of water level.

9. Service Level Conditions:

- a) The bidder is fully responsible to keep the system functional during entire AMC period. The bidder should take suo-moto action to repair any faulty instrument and should not wait for a Complaint from purchaser to initiate action. However, such actions should be informed to Engineer-in-charge or his authorised representative.

- b) Definitions

- i) Remote Site

Remote site is the site at remote location where hydro-meteorological sensors are installed. The Remote site may be river gauging site, automatic weather station, automatic rain gauge station or any combination of these sites.

- ii) Data Centre

Data Centre is the respective server where data is expected to be received. In case of INSAT based telemetry, the Data Centre is Earth receiving station (ERS) server maintained by CWC at New Delhi/ Jaipur/ Burla.

- iii) Invalid Data

A data would be considered invalid if

- The value recorded / transmitted is beyond permissible limit for that variable. The examples of invalid data are negative rainfall, negative water level, relative humidity outside the range of 0-100, temperature outside the range of -40 to +60°C, any abnormally high or low number,

I/74203/2021

File No LBD/DB-19/04/2021-22

negative values of atmospheric pressure, wind direction beyond the range of 0-360 degree etc. The valid permissible upper limits and lower limits for each monitoring variable for each site would be provided to bidder by the purchaser.

- If the sensor value recorded / transmitted is absurd values or sudden variation in the value (may be within the specified limits) which is not in-line with the actual physical parameter. (e.g., If the Water level sensor recorded / transmitted value is showing absurd sudden variation of 2mts (beyond the limits of rate of change of sensor value) with respect to the previous measurement interval, then this data is the invalid data).
- If the sensor value recorded / transmitted is having frequent / periodic gaps, then the data will be considered as invalid data.
- If the sensor value recorded / transmitted is remain constant, even if there is variation in the physical parameters. (e.g. If the Water level recorded / transmitted value is showing constant / fix value even there is variation in the water level, then this data is the invalid data)
- If the sensor value recorded / transmitted is not in line with the value of co-located automatic /manual observation of the same sensor parameter.
- **The maximum acceptable difference between manual gauge readings of CWC, wherever available, and the telemetry reading is ± 10 cm of water level. Beyond it, it will be considered as invalid data.**

iv) Failed Data Transmission

For each remote station, each scheduled transmission (for all variables including battery voltage) would consist of one data transmission. A data transmission would be considered failed if any of the following conditions are true

- There is no transmission of data from Remote Site
- Data is transmitted from remote site but not received at Data Centre/ERS /e-SWIS.
- Data is recorded in data logger but not transmitted
- Data is not recorded by data logger
- Battery voltage and / or GPS status (GPS valid only in case of INSAT telemetry) not transmitted
- Only battery voltage is transmitted without any actual data from sensors
- Data is transmitted but data values are invalid.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- For RTDAS stations, data is missing / invalid for more than two variables
- Rainfall data is missing / invalid for ARG station

v) Faulty Station

A station would be considered faulty if:

- In case of hourly transmission cycle, there are three or more than three failed hourly data transmissions in a day.
- In case Data logger is not recording any of the sensor Data / Battery voltage OR recording the invalid data of any of the sensor / Battery voltage for four or more than four measurement cycles.

vi) Monsoon Period

Monsoon period commences from 1st May and remain operational till end of flood season i.e. 31st October or as per IMD notification every year.

vii) Maximum Response Time for Repair (MRTR)

- The MRTR for Remote station would be 48 hours during Monsoon season
- The MRTR for Remote station would be 72 hours during non-Monsoon season

viii) Minimum Time Between Repairs Per Station

- The minimum time between repairs is three months. If a station went faulty for reasons attributed to bidder and availed of MRTR once, it would not be eligible to avail the free repair period within payment period (three months).

10. Payment for Data Reception

The AMC charges during any year shall be payable on Pro-rata basis, based on actual quantities of component being covered under CAMC. The payment for AMC would be released in accordance to proportionate data reception (considering both water level parameter & Rainfall parameter having similar importance) at the Modelling Centre for the remote Data Acquisition Stations.

I/74203/2021

11. 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.

12. 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.

13. Terms of Payment:

- a) The Agency will submit the bill in triplicate in respect of a particular quarter in the first week of the succeeding month to Lower Brahmaputra Division. The payment will be released after submission of claim, complete in all respects such as dated, certificate given by the officer in-Charge.
- b) Deduction of tax at source (TDS) as per applicable rates prescribed under the Income Tax Act, 1961, GST shall be made by the Executive Engineer, Lower Brahmaputra Division, CWC, Jalpaiguri from every payment made under this contract.
- c) The payment shall be made through e-payment only and within ten days of submission of bill.
- d) Payment to the Annual Maintenance Contract shall be made on quarterly basis (25% of the annual cost at every three months) excluding of GST payable on services. The Conditions (applicable for this payment) shall be governed by Clause 9 of Condition of Contract of this tender.
- e) Payment of GST will be against valid Invoice as per GST Act & Rules and submission of GST Registration Certificate along with declaration that GST Registration is valid and all liabilities towards GST have been discharged by the vendor. GST amount will be reimbursed after 30 days of submission of valid Invoice and all required documents and declaration by vendor.

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- f) The bidder shall indicate in the Price Schedules specifying all items prices shown therein including the unit prices and total prices of the goods and related services along with GST or any other duties and taxes applicable against the schedule of requirements. GST shall be paid as applicable. Any statutory variation shall be paid on submission of documentary evidence. Bidders shall be required to quote HSN code and applicable tax rates.

“GST” means all four Acts CGST, SGST, IGST and any other regulations by Government in relation to GST and rules there to.

- g) Payments to the Agency would be strictly on the basis of certification by the officer/site In-charge that services are satisfactory and as per the services rendered by the Agency.

14. 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.

15. Advances:

No advance payment will be made by the Purchaser.

16. 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.

17. 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) The resultant contract will be interpreted under Indian laws.

18. 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
- a) If the Agency becomes bankrupt or insolvent

I/74203/2021

File No. LBD/DB-19(04)/2021-22

- b) If the Agency has abandoned or repudiated the Contract, persistently failed to carry out its obligations under this contract.
- c) If the Agency neglects its obligations under this contract.
- d) 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 verified by the Purchaser shall be payable by the Purchaser to the Agency. The decision of the purchaser shall be final in this respect.

19. 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.
- e) The applicable rate is 1.5% per month and the Maximum deduction is 10% of the contract price

20. 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.

21. Disputes:

The decision of the Purchaser shall be final regarding the quality of CAMC services provided by the Agency, the other aspects arising shall only be referred as Disputes. The Agency may address its intention with evidences for

I/74203/2021

File No. LBD/DB-19(04)/2021-22

the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

22. 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.

23. Trainings

- i) The successful bidder has to provide one-week trainings. The training course will take place as decided by the Purchaser. In case of formal training the Purchaser will provide classroom and other logistics. The Bidder will facilitate the professional and the training materiel. On-the-job training will be provided by the Bidder in conjunction with the operation and maintenance of hydro-meteorological stations.
- ii) TA/ DA of the trainees shall be borne by the purchaser.
- iii) Training kit containing course material in soft as well as hard copy shall be provided by the Bidder.
- iv) All logistical arrangement such as projector, training space etc. for training is to be made by purchaser.

24. Service Office

The Successful bidder has to open an office at division headquarter level Jalpaiguri under after signing of the contract before taking up of work and intimation of same shall be furnished to Engineer-in-charge.

I/74203/2021

Chapter 4: Schedule of requirements

Name of Work: Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.

Name of Organization: Teesta & Bhagirathi Damodar Basin Organisation, Central Water Commission, Kolkata.

SL No	Station Name	State	Type of Station	Period of service required	Station installed under 11 th /12 th Plan
1	Domohani	West Bengal	RTS	01.10.2021 to 30.09.2024	12 th
2	Ghugumari	West Bengal	BTS	01.10.2021 to 30.09.2024	12 th
3	Chepan	West Bengal	RTS	01.10.2021 to 30.09.2024	12 th
4	Matigara	West Bengal	BTS	01.10.2021 to 30.09.2024	12 th
5	Jaldhaka NH-31	West Bengal	RTS	01.04.2022 to 30.09.2024	12 th
6	Barobisha	West Bengal	BTS	01.04.2022 to 30.09.2024	11 th
7	Champasari	West Bengal	BTS	01.04.2022 to 30.09.2024	11 th
8	Sonapur	West Bengal	BTS	01.04.2022 to 30.09.2024	11 th
9	Modeling Centre including server and software for data dissemination and management	West Bengal		01.04.2022 to 30.09.2024	11 th

RTS: Station with rain gauge sensor/Radar Type Water Level Sensor (3 Nos)

BTS: Station with rain gauge sensor/Bubbler Type Water Level Sensor (5 Nos)

I/74203/2021

Chapter 5: Technical and Financial Bids

Technical Bid

Name of Work: Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.
(To be furnished online only. Offline bids are not acceptable under this contract)

Sl.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. (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Aadhar No.	
7.	Goods and Service Tax Registration Number (copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal cases registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
9.	Length of experience in the field, if any	
10.	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)	
11.	Whether Agency profile is attached?	
12.	Financial turnover of the tendering company/firm/Agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	

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 Form, GCC and SCC; etc. and
- E: Enclosures: Bid Security.

Signature of the bidder with seal

I/74203/2021

File No. LBD/DB-19(04)/2021-22

FINANCIAL BID

Name of Work: Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.

Name of Organisation: Teesta & Bhagirathi Damodar Basin Organisation, Central Water Commission, Kolkata

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

Sl.No	Station Name	Type of Station	Period of service required(Months)	Rate/Month	Amount (Rs)
1	Domohani	RTS	01.10.2021 to 30.09.2024= 36 Months		
2	Ghugumari	BTS	01.10.2021 to 30.09.2024= 36 Months		
3	Chepan	RTS	01.10.2021 to 30.09.2024= 36 Months		
4	Matigara	BTS	01.10.2021 to 30.09.2024= 36 Months		
5	Jaldhaka NH-31	RTS	01.04.2022 to 30.09.2024= 30 Months		
6	Barobisha	BTS	01.04.2022 to 30.09.2024= 30 Months		
7	Champasari	BTS	01.04.2022 to 30.09.2024= 30 Months		
8	Sonapur	BTS	01.04.2022 to 30.09.2024= 30 Months		
9	Modeling Centre including server and software for data dissemination and management		01.04.2022 to 30.09.2024= 30 Months		
			Total		
			GST		
			GRAND TOTAL		

I/74203/2021

File No LBD/DB-19(04)/2021-22

Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Hakimpura, Jalpaiguri (*Name of purchaser*) (*hereinafter "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. Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri. and has accepted a Tender by the Agency for the work of CAMC services in the sum (*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. Special Conditions of Contract
 - b. General Conditions of Contract
 - c. Tender form, technical bid and the price schedule submitted by the Bidder
 - d. Tender document
 - i. amendments to the tender document;
 - ii. Post tender opening correspondence; and
 - iii. 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
Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11 th Five Year Plan & 12 th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.		

I/74203/2021

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.

Signed, Sealed and Delivered by the Said..... (For the Purchaser) in the presence of:.....	Signed, Sealed and Delivered by the Said.....(For the Agency) in the presence of:
---	--

I/74203/2021

Chapter 7 Other Standard Forms

Form 1: FORM OF BID-SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:

(as day, month and year)

Bid No.:

(number of bidding process)

Alternative No.:

(Insert identification No. if this is a Bid for an Alternative)

To:

(Complete name of purchaser)

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of five year starting on _____ (date), if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn our Bid during the period of bid validity specified in the Letter Bid; or
- b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid- Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

I/74203/2021

File No. LBD/DB-19(04)/2021-22

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 thereunder 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

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
The Executive Engineer
Lower Brahmaputra Division
Central Water Commission, Hakimpara, Jalpaiguri-735101

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **04/2021-2022/LBD/CWC/JPG dated 20.10.2021**

Name of Tender / Services: - Comprehensive Annual Maintenance Contract of Real Time Automatic Data Acquisition and Real Time Data Transmission System (Telemetry Systems) along with all its component and peripherals at 08 stations and 01 no. Modeling Centre installed during 11th Five Year Plan & 12th Five Year Plan, Phase-I under LBD, CWC, Jalpaiguri.

Dear Sir,

1. I / We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) 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 debarment from participating in any tender of Central Water Commission for a period of 5 years as mentioned in bid securing declaration

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

I/74203/2021

File No. LBD/DB-19(04)/2021-22

ANNEXURE-I

Telemetry Stations

SL No	Station Name	State	Type of Station	Period of service required	Station installed under 11 th /12 th Plan
1	Domohani	West Bengal	RTS	01.10.2021 to 30.09.2024	12 th
2	Ghugumari	West Bengal	BTS	01.10.2021 to 30.09.2024	12 th
3	Chepan	West Bengal	RTS	01.10.2021 to 30.09.2024	12 th
4	Matigara	West Bengal	BTS	01.10.2021 to 30.09.2024	12 th
5	Jaldhaka NH-31	West Bengal	RTS	01.04.2022 to 30.09.2024	12 th
6	Barobisha	West Bengal	BTS	01.04.2022 to 30.09.2024	11 th
7	Champasari	West Bengal	BTS	01.04.2022 to 30.09.2024	11 th
8	Sonapur	West Bengal	BTS	01.04.2022 to 30.09.2024	11 th
9	Modeling Centre including server and software for data dissemination and management	West Bengal		01.04.2022 to 30.09.2024	11 th

RTS: Station with rain gauge sensor/Radar Type Water Level Sensor (3 Nos)

BTS: Station with rain gauge sensor/Bubbler Type Water Level Sensor (5 Nos)

I/74203/2021

ANNEXURE-II

List of items to be covered under Comprehensive Annual Maintenance Contract

SI No.	Items of Work	Unit	Total Quantity
1	Automatic rainfall sensor (Tipping Bucket Type) complete with accessories on ground/ tower top.	No	08
2	Automatic water level sensors (Radar Type) with measuring range of as below with an accuracy of ± 5 mm complete with accessories at a suitable location on undesirable of bridge deck/grinder up to 40 meters.	No	03
3	Automatic water level sensors (Bubbler Type) with an accuracy of 0.05 % FSO (-40°C to +60°C)	No	05
4	Date Communication System: Real time (satellite based) Data communication system and data logger with display unit with all equipment and accessories such as satellite transmitter, power supply unit including solar panel, charge regulators, batteries, lightning arrestor and earth system in NEMA4 enclosure with all connector and cables including integration of the system with existing Earth Receiving Station and existing/new Modeling center.		08
5	Radio Link	No	08
6	Solar Power System including Solar Panel, charge regulator and Battery	No	08
7	Modeling Centre including server and software for data dissemination and management	No	01

Note: List is indicative only. Actual items may vary.

I/74203/2021

ANNEXURE-III

TECHNICAL SPECIFICATION OF INSTALLED EQUIPMENT AT SITES

1) Stations Installed under XIth Plan

S. No.	Item / Description	Model	Make
1	Data logger with Transmitter	H 522+	Water Log
2	Tipping bucket Rain gauge		Stevens
3	Bubbler Sensor	Model: CBS	OTT Hydromet
3	Satellite Antenna		Samco
5	SMF Battery		AMRON/Exide
6	Solar Panel		Tata
7	Charge Controller Unit		Tata

2) Stations Installed under XIIth Plan, Phase-I

S. No.	Item / Description	Model	Make
1	Data logger with mounting	DLAWSKM1-W	Komoline
2	Transmitter	KTXUHF04	Komoline
3	Tipping bucket Rain gauge	DTR 8104	Dynalab
4	Bubbler Sensor	Model: CBS	OTT Hydromet
5	Radar Type Water Level Sensor	Model: RLS	OTT Hydromet
6	Satellite Antenna		Golden Arrow
7	SMF Battery		AMRON/Exide
8	Solar Panel		Tata
9	Charge Controller Unit		Tata

3) Modelling Centre, Jalpaiguri

S. No.	Item / Description	Model	Make
1	Server	Supermicro	Tyrone
2	Satellite Modem	Linkstar	Viasat
3	1.2-meter Antenna		Prodlein
4	IFL Cable	RG 11	Beldon
5	LNB		Norsat
6	BUC		Viasat

I/74203/2021

File No. LBD/DB-19(04)/2021-22

ANNEXURE-IV

Details of co-ordinates, Satellite ID and Tx time of Remote stations

S.No.	Name of the Remote Stations	Type of the Station	Latitude			Longitude			Tx Time	Satellite ID
			Deg	Min	Sec	Deg	Min	Sec		
1	Champasari	Bubbler-B	26	42	30	88	25	5	10:17	7393ED04
2	Sonapur	Bubbler-B	26	31	30	88	20	40	1:28	739424FC
3	Barobhisha	Bubbler-B	26	28	29	89	47	11	1:29	738711F6
4	Jaldhaka NH 31	Radar-B	26	34	10	88	56	11	9:13	7391E8F0
5	Domohani	Radar-B	26	33	46	88	45	42	9:14	7391F554
6	Matigara	Bubbler-B	26	40	0	88	22	0	9:15	7391FB86
7	Chepan	Radar-B	26	29	32	89	42	3	9:17	73920C0C
8	Ghugumari	Bubbler-B	26	17	3	89	27	39	9:18	739211A8

I/74203/2021

File No. LBD/DB-19(04)/2021-22

Cost of Tender Document: NIL
(Tender No. Dated)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER BRAHMAPUTRA DIVISION

This Tender document contains 54 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :