

TENDER NO: 3/SWRD/CWC/2020-21 Dated 03.04.2020.

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
(Southern Western Rivers Division)



TENDER FOR
Hiring of Supervisory Staffs and Lab Assistants on outsourcing basis for Hydrological Observations
in GD, GDQ, GDSQ sites and Divisional Lab under SWRD, CWC, Kochi

DATE FOR PURCHASING TENDER	FROM 04.04.2020
LAST DATE FOR SUBMITTING TENDER	11.04.2020 upto 17:00 hrs
DUE DATE FOR OPENING OF TENDER:	13.04.2020 at 11:00hrs
OFFICER INVITING TENDER	South Western Rivers Division, Central Water Commission, Kochi
PRICE OF TENDER DOCUMENT:	Rs. 1,000/-

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TENDER NO: 03/SWRD/CWC/2020-21 dated 03.04.2020

Government of India

Central Water Commission

SOUTH WESTERN RIVERS DIVISION

KOCHI

NOTICE INVITING e-TENDER

Executive Engineer, South Western Rivers Division, CWC, Kochi, invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids from an experienced and eligible Agency for the work **“Hiring of Supervisory Staffs and Lab Assistants on outsourcing basis for Hydrological Observations in GD, GDQ, GDSQ sites and Divisional Lab under SWRD, CWC, Kochi”**

- | | |
|-----------------------------|--|
| 1. Name of work: | Hiring of Supervisory Staffs & Lab Assistants on outsourcing basis for Hydrological Observations in GD, GDQ, GDSQ sites and Divisional Lab under SWRD, CWC, Kochi |
| 2. Earnest Money: | ₹ 1,62,055/- (Lump sum) |
| 3. Performance Guarantee: | 5 % of tendered value. |
| 4. Cost of Tender Document: | Rs.1,000/- |

2. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ON LINE	03.04.2020 from 18.00 hrs
TENDER FORM AVAILABLE ONLINE FROM	04.04.2020 from 10:00 hrs
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	11.04.2020 upto 10.00 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	11.04.2020 upto 17.00 hrs
DATE AND TIME OF PRE-BID MEETING	To be intimated if required
DATE AND TIME OF OPENING OF BIDS	13.04.2020 at 11.00hrs
PLACE OF OPENING OF BIDS	O/o Executive Engineer, South Western Rivers Division, CWC, Kochi
PRICE OF TENDER DOCUMENT:	Rs. 1,000/-

3. NIT and e-Tender can be downloaded from website www.eprocure.gov.in of CPP portal and www.cwc.gov.in of CWC portal from 04.04.2020 @ 10.00 hrs to 11.04.2020 @ 10.00 hrs. Tender documents will be opened online only after making payment as below.
- (i) Rs. 1,000/- in cash as cost of tender or through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of Executive Engineer, South Western Rivers Division, CWC payable at Kochi.
 - (ii) Rs.1,62,055/- as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favour of Executive Engineer, South Western Rivers Division, CWC payable at Kochi.
 - (iii) Cost of tender and Earnest Money Deposit (EMD) has to be submitted before due date and time of opening of tender (i.e at 11.00 hrs on 13.04.2020). However, in view of lock down due to COVID-19 outbreak, scanned copy of Demand Draft of EMD and cost of tender uploaded in CPP portal will be accepted for opening the tender. Original Demand Drafts shall be submitted immediately after the lock down period before opening of Financial bids
4. The tender forms complete in all respects should be submitted online only by 17.00hrs on 11.04.2020. Offline submission of bids is not allowed except for the tender fee and EMD.
5. A pre-bid meeting shall be held, if required, to clarify issues or to answer any questions pertaining to tender. Date, time and place shall be notified through Addendum which will appear in CPP portal.
6. Technical bids of the tender will be opened online at 11.00hrs on 13.04.2020 in presence of the tenders/bidders who wish to see online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. Time of opening of financial bids will be intimated later.
7. Tender documents can be downloaded online from <http://www.eprocure.gov.in> or <http://www.cwc.gov.in>. However, in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <http://www.eprocure.gov.in>.
8. Bids shall be accepted through e-procurement only at CPP portal of <http://www.eprocure.gov.in>.
9. Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:
- Chapter – 1 : Instruction to bidders
 - Chapter – 2 : Conditions of Contract
 - Chapter – 3 : Schedule of Requirement
 - Chapter – 4 : Specifications and allied Technical Details
 - Chapter – 5 : Technical & Financial Bid

Chapter – 6 : Contract Form

Chapter – 7 : Other Standard Forms



Executive Engineer
(South Western Rivers Division, Central Water Commission,
Jaladhara, Kasthurba Nagar, Kadavanthra P.O.,
Kochi- 682 020, Kerala)

Chapter 1: Instructions to Bidders

1. General

Before submitting the tender, it is presumed that tenderer has understood the exact requirements of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission or Purchaser to understand the environment, facilities and accessibility. In case of any discrepancy or ambiguity noticed by tenderer in the scope of work and the desired deliverables and functionality expected from the work, it is mandatory to raise any clarification in writing by bidders and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. Based on the queries received or issues raised by the bidders, a pre-bid meeting (if needed) shall be organized whose date/time/place shall be notified through Addenda on CPP portal. In case of no such clarification is required by the bidder, 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 bids.

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 bid under any circumstances after the deadline for submission of bid.
- ii. Purchaser has the right to accept or reject any or all the bids, 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 bidder 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. Bidders 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. Tender document is non-transferable.
- vi. At any time prior to the deadline for submission of bids, 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 to all the bidders.
- vii. Bidders must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- viii. 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 bid. Bidder should visit the various hydrological sites before submission of bid.
- x. No deviation in the payment terms mentioned is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned in the tender document, the bids shall be rejected for being non-responsive.
- xi. Words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xii. Words 'Tenderer' and 'Agency' has been used interchangeably.
- xiii. Bids shall be submitted online only at CPP portal, <http://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 CPP portal. Tender notice is also available at <http://www.cwc.gov.in>
- xiv. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://www.eprocure.gov.in> and <http://www.cwc.gov.in> shall not tamper/modify the tender forms including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- xv. Intending tenderers are advised to visit again CPPP website <http://www.eprocure.gov.in> and CWC website <http://www.cwc.gov.in> at least 01 (one) day prior to closing date of submission of tender for any corrigendum / amendment.
- xvi. Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- xvii. For the purpose of this tender, the Contract Agreement with the successful tenderer shall comprise of:
 - a. the tender form and Financial bid submitted by the tenderer online;
 - b. Tender document;
 - c. Amendment to tender document;
 - d. Post tender opening Correspondences, both online and offline and
 - e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

(i) Following documents are to be furnished online as **Technical Bid (COVER -1)** by the bidder.

- a. Signed and scanned copy of PAN and Tender Acceptance Letter (Form 3 chapter 7).
- b. Signed and scanned copy of experience certificates of similar works executed as per the tender notice
- c. Signed and scanned copy of previous three Financial Years (2016-17, 2017-18 and 2018-19) Income-tax filed copy/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registration certificate.
- d. Signed and scanned copy of audited Balance sheet of last three years.
- e. Any other document in support of the Bid.

(ii) Following documents are to be furnished online as **Financial Bid (COVER -2)** by the bidder:

- a) **Bill of Quantities (BoQ):** Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
- b) **Signed and scanned copy of Financial bid:** If the online bid amount/ rate and the amount quoted in the signed copy of financial bid are not same / not tallying, ***the tender will be rejected summarily.***

(iii) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, South Western Rivers Division, CWC, Kochi

- a. Cost of the tender amounting to Rs. 1,000/-
- b. EMD of Rs. 1,62,055/-

3. Qualification/Eligibility Criteria for the Tenderers:

- i). Bidder should have experience of having successfully completed similar works during last 5 years ending FY 2019 and should be either of the following:
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost; or
 - c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.
- ii). The Agency should be registered in India with permanent office in Karnataka / Kerala / Tamil Nadu. In case the successful bidder does not have an office in Karnataka / Kerala

Tamil Nadu, it would be required to open an office within a month of Award of work. A declaration to this effect shall be submitted with Bid document.

- iii). The Agency shall have permission to operate and work in Kerala/ Karnataka/ Tamil Nadu by relevant government agencies. The successful bidder shall be required to fulfil all statutory requirements including labour laws prevailing during the operation of contract.
- iv). The bidder should have GST No./PAN/Aadhar No.
- v). **ONE BID PER BIDDER:** Each Bidder shall submit only one Bid either by himself or as a partner in a joint venture or in a consortium. A Bidder who submits or participates in more than one Bid will be disqualified.
- vi). Joint Ventures (JV) shall submit its full details.
- vii). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.
- viii). 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 termination of the contract or the rejection of bid, if it came to notice of Purchaser.
- ix). 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).
- x). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering/Administrative Department of the Government of India is allowed to work in 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 prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- xi). Average annual financial turnover of related services during the last three years (i.e.2016-17, 2017-18 and 2018-19) should be at least Rs. 44,50,000/-. Year in which no turnover is shown /indicated would also be considered for working out the average. In case of FY 2018-19, the unaudited but certified copy of balance sheet would be acceptable. However, the successful bidder shall have to submit the audited balance sheet for FY 2018-19 within three months after award of work.

- xii). The bidder should not have incurred loss (profit after tax should be positive) in more than 02 years during the last 03 years ending 31st March 2019.
- xiii). The micro and small enterprises registered in Ministry of Micro, Small and Medium Enterprises, Government of India, New Delhi (MSME) are exempted from submitting EMD and cost of Tender Document fee based on Gazette notification Order dated 26.03.2012. Agencies which are claiming exemption under the category may submit valid documents failing which their bids will be rejected summarily.
- xiv). The norms pertaining to prior experience and prior turnover for micro and small enterprises registered as per guidelines of Ministry of Micro, Small and Medium Enterprises, Government of India, New Delhi (MSME) may be relaxed 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, New Delhi. Relevant relaxation certificate issued from Competent Authority or Department shall be submitted in this regard.
- xv). 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:
 - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy or funding from another Bidder; or
 - c. has the same legal representative (i.e. Members of Board of Directors or Managing Directors or any person who is figures in Top management etc.) as another Bidder; or
 - d. 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
 - e. participates 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
 - f. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or

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 number;
- ii. Total monetary value of similar services performed for each of the last three years;

- iii. Copies of work orders and experience in related work for each of the last three years and details of services underway or contractually committed; and names and address of clients who may be contacted for further information on those contracts (details of only contracts or work orders of value more than Rs.35.60 lakhs shall be submitted);
- iv. Evidence of adequacy of working capital for this contract (access to line/s of credit and availability of other financial resources);
- v. Audited financial statements for the last three years 2016-17, 2017-18 and 2018-19 (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- vi. Bank Account details;
- vii. Authority to seek references from the bidder's bankers;
- viii. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- ix. Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.

5. Site Visit:

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

6. Workmen Safety and Insurance:

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed as **Supervisory Staffs & Lab Assistants** for hydrological observation. The Agency shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified Purchaser 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 in compliance with prevailing labour laws.

7. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):

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

The EMD shall be forfeited if:

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

Refund of EMD

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

ii. Performance Security

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

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, South Western Rivers Division payable at Kochi 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.

8. 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/Bid Security (EMD).

9. Tendering Process:

a) Electronic Submission of Bids, and Submission of Original Documents:

Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement Portal (CPP Portal).

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

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

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

EMD should be sealed in an envelope duly marked as “EMD” and must reach office of Executive Engineer before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

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 extended deadline.

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 EMD.

b) Opening of Bids:

Bids will be opened online as per specified date & time in NIT. **Financial bids of only those bidders who are found technically acceptable would be considered** in the presence of bidders or their representatives, who choose to be present online or offline or both.

c) Prices

Prices quoted by the tenderer shall be fixed and not subject to variation on any account except for conditions given in Chapter 2, clause 15 (c) and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule (BoQ).

1. All prices should be in Indian Rupee.
2. The amount will be automatically calculated by the e-Supply System both in figures and in words.
3. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
4. The tender for the works/supply shall remain open for acceptance for a period of 90 ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to Purchaser, then the Purchaser shall without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the same work.

d) Non-Conformities between the figure and words of the Quoted prices

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

e) Evaluation of Tenders:

The tenders will be evaluated on the basis of specifications/required documents as given in the tender document and unit rate of each item and total cost.

a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar goods /Services to Government/Semi Government Agencies/PSUs/ Autonomous or Statutory Bodies. The weightage for the technical evaluation shall be assigned as under:

Sl. No.	Details	Maximum Marks
1.	Previous experience of agency in providing similar category of manpower to Government/semi Government Agencies/ PSUs/ Autonomous or Statutory Bodies (5 marks to be assigned per year of previous experience)	25 marks
2.	Number of years in operation in manpower business (More than 10 years – 25 marks, 5 to 10years – 15marks and upto 5 years – 10marks)	25 marks
3.	Clean track record of the Firm during the last three years (5 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	15 marks
4.	Annual turnover (More than 5 crores – 15marks, 2 to 5 crores – 10marks and upto 2 crores – 5marks)	15 marks
5.	Financial status (Profit or loss of the firm during the previous three financial years) (6.67 marks for each year if there was profit as per the audited accounts)	20 marks.

b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. In the Financial Bids, if the service charge per person quoted is less than 1.00% of the basic minimum wages, the quotation will be rejected outrightly. (even 0.9999% is unacceptable). Further, in case the same lowest rate is quoted by more than one eligible firm; the selection will be based on the draw of lot. Price for each sub-head or item including the Grand total and sub-total shall be rounded to 02 decimal places.

The purchaser does not bind himself to accept the lowest or any other tender.

f) 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.

10. Bid Data sheet

A. GENERAL

- i. Name and address of the purchaser: South Western Rivers Division, CWC, Kochi.
- ii. E-Tender number: 3/SWRD/CWC/2020-21 dated 01.04.2020

B. PRE-BID MEETING

A pre-bid meeting shall be held, if required, to clarify issues or to answer any questions pertaining to tender. The date, time and place shall be notified through Addendum which will appear in CPP portal.

C. PREPARATION OF BIDS

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

D. SUBMISSION OF BIDS

- i). Only online bids through e tendering CPPP website <http://www.eprocure.gov.in> shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 17.00 hrs on 11.04.2020.

E. BID OPENING AND EVALUATION

- i. The Technical bid of the tender will be opened online at 11.00hrs on 13.04.2020 in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.

F. Variation in quantity of sites

- i. Percentage of quantity/number for which services is required may increase or decrease by 10%.

G. Settlement of Disputes

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.

11. Special instructions to Bidders by CPP portal 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>.

REGISTRATION

- 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 / eMudhra 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 DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

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 / email 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.

PREPARATION OF BIDS

- 1) Bidder should take into 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 document 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 100 dpi 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.*

SUBMISSION OF BIDS

- 1) Bidder should log into 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) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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 their respective 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 filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) 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.
- 7) 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 asymmetric 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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.

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.

Chapter 2: Conditions of Contract

1. Definitions & Interpretations

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

Contract means the agreement reached by the Purchaser and the Contractor 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 Contractor proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

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

The Purchaser is: The President of India through Executive Engineer, South Western Rivers Division, CWC, Kochi

Contractor: The Contractor 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 Contractor 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 CPP web portal (www.eprocure.gov.in).

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

2. Scope of the work:

The scope of the work is **Hiring of Supervisory Staffs and Lab Assistants on outsourcing basis for Hydrological Observations in GD, GDQ, GDSQ sites and Divisional Lab under SWRD, CWC, Kochi** for various sites under the jurisdiction of EE, South Western Rivers Division, CWC, Kochi as specified in schedule of quantities. The brief of duties is as given below.

Supervisor performs duties such as Gauge Reading, Discharge Observation, Silt & water sampling, general office work, computer related work and any other work assigned by the senior officers.

Lab Assistant shall require to perform duties such as Testing of Water Quality in Lab, upkeep of WQ data, computer related work and any other work assigned by the senior officers.

3. 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.

4. Interpretations:

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

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

5. Contractor's responsibilities and Obligations:

- 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 may be negligence of persons deployed. 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 of Engineer-in-charge or his representative that are consistent with the terms of the Contract.
- d. The Agency whose tender is accepted, will be required to furnish:
 - i. Performance security
 - ii. Certificate of GST Registration
 - iii. Photo copy of company registration certificate
 - iv. Photo copy of PAN Card
 - v. Photo copy of Aadhar No.
 - vi. EPF Registration,
 - vii. ESI Registration,
 - viii. Up-to date Service Tax clearance certified along-with the bid documents
 - ix. Any other document as required by the purchaser
- e. To abide by all the clauses as mentioned in the tender document.

6. Purchaser's responsibilities:

- a. The purchaser will ensure accuracy of all information.

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

7. Duration of contract:

The period of operation of the contract shall be for Eleven months from May, 2020 to **March, 2021**. The contract may be extended for a period of one year by the Purchaser after mutual consent.

8. Programme of work:

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

9. 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.

10. 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 by any State government or Public Sector Enterprises or Autonomous/Statutory Bodies/Entities.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises. *An Undertaking to this extent may be submitted with bid.*
- 4) The Firms shall be registered in India with permanent office in Kerala / Karnataka / Tamil Nadu. In case the successful bidder does not have an office in Kerala / Karnataka / Tamil

Nadu, it would be required to open an office within a month of Award of work. *An Undertaking or declaration to this extent may be submitted with bid.*

- 5) Average annual financial turnover of related services during the last three years (i.e.2016-17, 2017-18 and 2018-19) should be at least Rs. 44,50,000/-. Year in which no turnover is shown /indicated would also be considered for working out the average. In case of FY 2018-19, the unaudited but certified copy of balance sheet would be acceptable. However, the successful bidder shall have to submit the audited balance sheet for FY 2018-19 within three months after award of work.
- 6) The bidder should not have incurred loss (profit after tax should be positive) in more than 02 years during the last 03 years ending 31st March 2019.
- 7) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 8) 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 for rejection.
- 9) 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.
- 10) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of eprocure.gov.in as supplier.
- 11) Bidding only through e-procurement web portal of CPP is acceptable under this contract.
- 12) The Purchaser shall not be liable for any financial or any other loss occurring to bidder for bidding through CPP portal due to any technical or administrative or any other reasons.
- 13) The Purchaser shall not be liable for any financial or any other loss occur to bidder due to cancellation of tendering process at any stage.

14) JOINT VENTURES

If the Contractor is a joint venture or consortium, all partners of the joint venture shall be jointly and severally liable to the Purchaser for the execution of the entire Contract in accordance with terms and conditions of contract. A copy of the Joint Venture agreement entered into by all partners stating clearly the financial and physical stake of each partner shall be submitted with the bid.

Other terms of Joint Venture are as under:

- (i) Separate identity/name shall be given to the Joint Venture Firm.
- (ii) Number of members in a JV Firm shall not be more than three.
- (iii) A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- (iv) The tender shall be submitted only in the name of the JV Firm and not in the name of any constituent member.
- (v) Normally EMD shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- (vi) One of the members of the JV Firm shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each. In case of JV Firm with foreign members, the Lead Member has to be an Indian Firm.
- (vii) A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm alongwith the tender. The complete details of the members of the JV Firm, their share & responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- (viii) Once the tender is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the tender. In case the tenderer fails to comply with stipulation, the full EMD shall be liable to be forfeited.
- (ix) The constitution of the JV Firm shall not be allowed to be modified after submission of tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- (x) Similarly, after the award of Contract, the constitution of the JV Firm shall not be allowed to be modified during currency of Contract except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue

to be Lead Member of the JV Firm. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal actions as per contract conditions.

- (xi) On award of Contract to a JV Firm, all the guarantees like Performance Guarantee, etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- (xii) On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies Act or before the Registrar/Sub-Registrar under the Registration Act. This JV Agreement shall be submitted by the JV Firm to Purchaser before signing the contract agreement for the work. In case the tenderer fails to comply with this stipulation, the full EMD shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses but not limited to:
 - a. **Joint and Several Liability:** Members of the JV Firm to which the Contract is awarded, shall be jointly and severally liable to Purchaser for execution of Works in accordance with General & Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to Purchaser during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b. **Duration of joint Venture Agreement:** It shall be valid during the entire currency of the contract including the period of extension, if any and the Defects Liability Period after the work is completed.
 - c. **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (xiii) **Authorized Member:** Joint Venture members shall authorize one of the members on behalf of JV Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint inspection and similar such action in respect of said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- (xiv) No member of the JV Firm shall have the right to assign or transfer the interest, right or liability in the contract without written consent of the other members and that of Purchaser in respect of said tender/contract.
- (xv) Documents to be enclosed by the JV Firm along with the tender:
 - a. In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
 - i. Notary certified copy of the Partnership deed,
 - ii. Consent of all the partners to enter the JV Agreement on a stamp of appropriate value (in original)

- iii. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
 - b. In case one or more members is/are limited companies, the following documents shall be submitted:
 - i. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV Agreement, authorizing MD or one of the Directors or Managers of the company to sign JV Agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
 - ii. Copy of Memorandum and Articles of Association of the company.
 - iii. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the cl.-xiii above.
- (xvi) All the members of JV Firm shall certify that they are not black listed or debarred by Purchaser or any other Ministry/Department of Govt. Of India/ State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or JV Firm in which they were/are members.
- (xvii) **Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):**
 - a. Either the JV Firm or Lead Member of the JV Firm must satisfy eligibility criteria for similar works
 - OR
 - b. (i) In case of composite works (e.g. works involving more than one distinct component such as civil engineering works, electrical works, manpower supply etc.), the relevant manpower supply should have been satisfactorily completed by the JV Firm or by any member of the JV Firm in last 5 years ending last day of the month previous to the one in which bids are invited. The member satisfying the technical eligibility criteria shall be the Lead Member in the proposed JV Firm with majority (at least 51%) share of interest in JV. The value of similar works shall in such cases, what constitutes a component in a composite work (i.e. comprising of civil, electrical, manpower supply etc.) shall be clearly pre-defined with estimated tender cost without ambiguity in work order. As long as the JV Firm or any member of the JV Firm meets with the requirements and resultantly, all the members of JV collectively then meet the prescribed technical eligibility criteria and the JV shall therefore stand technically qualified.

NOTE: Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the

purpose of satisfying compliance of the above-mentioned technical eligibility criteria in tender under consideration.

- (xviii) **Financial Eligibility Criteria:** The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received against similar works by all the members of the JV Firm in any of last 3 financial years ending 2019 shall be at least 150% of the advertised value of the work as mentioned in the tender. In the remaining years, the overall payments shall not be less than 100% of the estimated value of the work as mentioned in the tender.

NOTE: Contractual payment received by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration.

11. Special Conditions of Contract:

- 1) The Agency shall undertake hydrological observations at various river sites specified in Schedule as per prevalent norms of CWC.
- 2) Purchaser shall be responsible for providing adequate training and awareness about various aspects of hydrological observations.
- 3) The number of manpower shown in tender document is approximate and this quantity may increase or decrease, even during contract period also, as per the requirements without any change in unit price or other terms and conditions.
- 4) The net rate quoted per person should include all taxes, insurance, etc. While quoting rate, this point should be kept in mind.
- 5) Bidding in piecemeal manner is not allowed. Tenderer has to bid for all required numbers of supervisors and Lab assistants.
- 6) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 7) 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 except for conditions given in Chapter 2, clause 15 (c).
- 8) The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 9) Purchaser will provide all equipment required for hydrological observations. The safety of equipment during observation will be the responsibility of Agency. After data observation, the Agency has to return the equipment back to site office.
- 10) The Purchaser will provide the necessary registers for record keeping. The Agency must ensure entry of the observed data in the register immediately after taking observation.

- 11) During monsoon season, the necessary material such as umbrella, rain coat, gum boot, torch, etc. need based to be provided by the Purchaser.
- 12) The observed data must not be revealed to any other person in any form.
- 13) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
- 14) Transportation, accommodation, food, medical and other statutory requirements in respect of each personnel of the Agency shall not be the responsibility of Purchaser. The Agency shall be responsible of safety of its own staff.
- 15) The Agency shall change the staff in consultation of officer in-charge of Purchaser.
- 16) The Agency has to immediately withdraw such staff who are unacceptable to Purchaser because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from Purchaser.
- 17) There is no Master and Servant relationship between the employees of the Agency and this office.
- 18) The Agency's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of Purchaser. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the Agency.
- 19) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in South Western Rivers Division, CWC office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to this Purchaser.
- 20) The Agency shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from Purchaser's office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 21) Purchaser 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.
- 22) That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear its accounts by paying all legal dues to personnel deployed in execution of contract. In case of any dispute on account of the termination of

- employment or non-employment of the personnel by the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
- 23) Any dispute arising out of the contract shall be settled within the jurisdiction of Kochi only.
 - 24) The staff to be deputed by the Agency should have good skills of swimming in flowing river.
 - 25) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
 - 26) Staff deployed by Agency shall be an adult and not more than 55 years of age during currency of contract.
 - 27) The Agency shall be required to pay minimum wages as per prevailing rates under the Minimum Wages Act as per Ministry of Labour & Employment. The payment to engaged personnel shall be deposited in their bank accounts and necessary proof to that effect is to be attached with the claim bills. The Agency shall also ensure the requisite subscription of EPF, ESI and other statutory liabilities as prescribed in the prevailing rules and deposited in the account of concerned personnel.
 - 28) The Agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Employees Provident Fund Act, ESI Act etc. and the Purchaser shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep the Purchaser informed about any amendment in the law from time to time.
 - 29) No wage/remuneration will be paid to deployed persons for the days of absence from duty.
 - 30) The Agency shall engage necessary persons duly qualified, as required by Purchaser from time to time. The deployment of personnel is to be on monthly basis.
 - 31) That the persons engaged shall not interfere with the duties of the employees of Purchaser.
 - 32) The functional control over the personnel deployed by the Agency will rest with Purchaser and the disciplinary/administrative/Technical control will remain with Agency.
 - 33) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
 - 34) The persons supplied by the Agency shall not have any Police records/criminal cases against them. The Agency shall be responsible for verifying character and antecedents of the persons through local police whom they are recommending for deployment. The Agency shall submit proof of residence, driving license, bank account details, previous

- work experience and recent photograph to the Purchaser. The Agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- 35) The Agency has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
 - 36) The Agency shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency. There shall be no discontinuance of work.
 - 37) In case of non-availability of worker because of sickness or any other reason, the service provider will provide his/her replacement to the satisfaction of the Purchaser on next working day.
 - 38) The service provider shall be responsible for the safety and security of the computer hardware, other equipment provided by the Purchaser. If any equipment, computer become non-functional/ damaged due to mishandling by the staff provided by the Agency, the charge for making the equipment, computers operational will be recovered from the agency. For this purpose, an indemnity bond has to be signed and furnished by the agency.
 - 39) The Purchaser will maintain an attendance register in respect of the staff deployed by the agency in form of attendance register and/or in Aadhaar Enabled Biometric Attendance System (AEBAS). All manpower/staff provided by the agency must have valid Aadhaar number. On the basis of attendance, wages/remuneration will be decided.
 - 40) Working hours would be normally 8 hours per day in shifts with weekly rest. However, the concerned person may have to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Purchaser in this regard.
 - 41) The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Purchaser.
 - 42) That if any amount is found payable by the bidders towards wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
 - 43) The agency will provide the list of Supervisors and Lab Assistants to EE, South Western Rivers Division, Kochi who will in turn allocate work of specific sites. The Agency will need

to provide a list of names of Supervisors and Lab Assistants to the officer-in-charge out of which requisite number will be picked up. Bio-data of such person as mentioned in the list shall be submitted to the Purchaser.

12. Penalty:

- a) In case the Agency is unable to provide Supervisory staffs and Lab Assistants, alternate arrangement will be made by the site-in-charge at the cost of Agency. In addition, Performance Security may also be forfeited.
- b) Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the Purchaser as per the contract.

13. Loss of Property:

The Agency shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property (including third party), loss to the system arising due to the performance of contract.

14. 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's.

15. Contract Price:

- a. Prices quoted by the tenderer shall be fixed during the currency of 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.

- b. Service charges by the tenderer (in terms of percentage of basic minimum wage) shall be fixed during the tenderer's performance of the Contract and shall not subject to any variation on any account.
- c. Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages.
- d. Taxes as applicable shall be payable.

16. Terms of Payment:

- a. The Agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month to South Western Rivers Division, Kochi-682020. The payment will be released after submission of claim, complete in all respects such as Acquaintance roll, dated certificate given by the Officer-in-Charge regarding attendance, production of documentary evidence towards P.F./ESI in respect of its staff for the previous month. Tax, if any, shall be deducted at source as per the relevant Act.
- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, South Western Rivers Division, CWC, Kochi-682020 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. GST or any other taxes will be reimbursed as per actual on production of proof of payment.
- e. Payments to the Agency would be strictly on the basis of certification by the officer/site In-charge that services are satisfactory and attendance as per the services rendered by the Agency.

17. 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.

18. Advances:

No advance payment is payable under this contract.

19. 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.

20. Observance of Law:

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Agency shall observe all laws related to the supply of manpower of both Government of India and State Government of Kerala/ Karnataka/ Tamil Nadu as applicable from time to time. The successful bidder shall be required to fulfil all statutory requirements prevailing during the operation of contract.
- d. The resultant contract will be interpreted under Indian laws.

21. Termination of Contract:

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. For Agency's Default

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Agency becomes bankrupt or insolvent;
 - ii. If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract;
 - iii. If the Agency neglects its obligations under this contract;
 - iv. If the Agency has furnished any false document.
- II. The Purchaser may without prejudice to any other right, issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Agency

The Agency can terminate the contract with 30 days' notice only in case:

- i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
- ii). If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the Purchaser shall be forfeited.

d. On every termination

- I. The Agency shall cease further work.
- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Agency. The decision of the purchaser shall be final in this respect.

22. Liquidated Damages:

- a. If Purchaser 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 Purchaser for the same.
- b. The Agency shall keep Purchaser fully indemnified against damage to property or personnel including third party 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.
- 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.

23. Notices:

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed 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.

24. Disputes:

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

25. Settlement of Disputes:

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

Chapter 3: Schedules of requirement

SCHEDULE 'A': SCHEDULE OF QUANTITIES FOR SUPERVISORY STAFFS

Hiring of Services of 22 nos. of Supervisory staffs at different sites under South Western Rivers Division, CWC, Kochi

<i>S.No.</i>	<i>Name of sites</i>	<i>Number of Supervisory staffs required</i>
1.	Thiruvarambu, Kanyakumari	1 no.
2.	Thiruvattar, Kanyakumari	1 no.
3.	Vellaikadavu, Thiruvananthapuram	1 no.
4.	Aruvipuram, Thiruvananthapuram	1 no.
5.	Arkannoor, Kollam	1 no.
6.	Nellippally, Kollam	1 no.
7.	Madamon, Pattanamthitta	1 no.
8.	Pullakkayar, Idukki	1 no.
9.	Manikkal, Kottayam	1 no.
10.	Kalathukadavu, Kottayam	1 no.
11.	Manakkad, Idukki	1 no.
12.	Pallippady, Ernakulam	1 no.
13.	Palakkadavu, Thrissur	1 no.
14.	Kottapuram, Thrissur	1 no.
15.	Kondazhy, Thrissur	1 no.
16.	Thottathinkadavu, Kozhikode	1 no.
17.	Peruvampadam, Malapuram	1 no.
18.	Chakkalakuth, Malapuram	1 no.

19.	Pookayam, Kasargod	1 no.
20.	Adkasthala, Kasargod	1 no.
21.	Pulikukku, Dhakshina Kannada	1 no.
22.	Sanoor, Udupi	1 no.
Total		22 nos.

SCHEDULE 'B': SCHEDULE OF QUANTITIES

Hiring of Services of 2 nos. of Lab Assistants at Divisional Water Quality Laboratory under South Western Rivers Division, CWC, Kochi

<i>S.No.</i>	<i>Name of sites</i>	<i>Number of Lab Assistant required</i>
1.	Divisional Water Quality Laboratory, Kochi	2 nos.
Total		2 nos.

Chapter 4: Specifications and allied Technical Details

The qualifications required are:

For Supervisory Staffs

S. No.	Type of qualification	Requirement
1.	Educational	Minimum degree is Diploma in Civil Engineering
2.	Physical	Shall be physically fit to carry out work assigned.
3.	Mental	Shall be mentally sound to understand and carry out works assigned.
4.	Medical	Shall be medically fit.
5.	Desirable	Should own an Android mobile phone

For Lab Assistants

S. No.	Type of qualification	Requirement
1.	Educational	Minimum B.Sc. Chemistry Pass.
2.	Physical	Shall be physically fit to carry out work assigned.
3.	Mental	Shall be mentally sound to understand and carry out works assigned.
4.	Medical	Shall be medically fit.
5.	Desirable	Should own an Android mobile phone

Chapter 5: Price Schedule

Technical Bid

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

1.	Name and Postal Address of the Bidder	Phone: Mobile: Fax: Email:
2.	Is your concern Recognized/Registered Yes <input type="checkbox"/> No <input type="checkbox"/> (Attach Photocopy as a proof)	
	Tick as applicable <div style="margin-left: 40px;"> Recognized by Govt. of India Registered under Companies Act Registered under Shops and Establishment act Registered as firm Proprietorship/Any other category (please specify) Sister concern of..... (please specify name) </div>	
3.	Income Tax return filed (Attach proof)	
4.	Income Tax Permanent Account Number (PAN) (Attach proof)	
5.	GST Registration number (Attach proof)	
6.	Experience (attach performance certificate from the Govt./ PSU Companies/Public Agencies/Firms):Years	
7.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	

Check list

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. (copy to be enclosed)	
7.	GST Registration Number (copy to be enclosed)	
8.	EPF Registration Number (copy to be enclosed)	
9.	ESI Registration Number (copy to be enclosed)	
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
11.	Length of experience in the field, if any	
12.	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)	
13.	Whether agency profile is attached	
14.	Acceptance of Terms & conditions	
15.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
16.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	
17.	Declaration that the Agency has not defaulted in payment of EPF/ESI/Income tax and GST	

Signature of the bidder with seal

FINANCIAL BID

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

TENDER NO: 3/SWRD/CWC/2020-21 dated 01.04.2020

With reference to the above tender, I hereby submit the financial bid.
--

To

EXECUTIVE ENGINEER

(South Western Rivers Division, CWC, Kochi)

Subject: Quotation for award of contract for providing the services of Supervisor– Reg.

Sir,

With reference to your tender published in dated..... on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Particulars	Rate (in Figures)	Rate (in words)	Monthly Total for 22 nos. of SUPERVISORY STAFFS (both in figure and words)
Basic Monthly Wages including VDA per person for highly skilled man power category in “Class C” area as per Government of India, Ministry of Labour & Employment Order No. 1/36(3)/2019-LS-II dated 23.09.2019.			
ESI (Employer’s contribution)			
EPF (Employer’s contribution)			
Bonus			
Service Charges per person per month demanded (both in amount and percentage of basic minimum wage)			
GST @			
Other taxes			
Rate for Travel / 1000 Km /Person *			
Total (Rs)			

*The supervisory staff is required to travel up to 1000 km in a month per person and also stay outstation. Agency should quote separate rate for 1000 Km outstation journey in their bid. The rate quoted will be considered for comparison of tendered amount in the comparative statement, for an assumed journey of 1000 Km per month per person. However, the payment will be made for the actual travel done, to be certified by the Engineer-in-charge.

Any other points to be mentioned:

FINANCIAL BID

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

TENDER NO: 3/SWRD/CWC/2020-21 dated 01.04.2020

With reference to the above tender, I hereby submit the financial bid.
--

To

EXECUTIVE ENGINEER

(Southern Rivers Division, CWC, Coimbatore)

Subject: Quotation for award of contract for providing the services of LAB ASSISTANTS – Reg.

Sir,

With reference to your tender published in dated..... on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Particulars	Rate (in Figures)	Rate (in words)	Monthly Total for 02 nos. of Lab Assistant (both in figure and words)
Basic Monthly Wages including VDA per person for highly skilled man power category in “Class B” area as per Government of India, Ministry of Labour & Employment Order No. 1/36(3)/2019-LS-II dated 23.09.2019.			
ESI (Employer’s contribution)			
EPF (Employer’s contribution)			
Bonus			
Service Charges per person per month demanded (both in amount and percentage of basic minimum wage)			
GST @			
Other taxes			
Total (Rs)			

Any other points to be mentioned:

NOTE: ***The prices for above numbers of supervisors and Lab assistants in the same format shall be separately quoted for FY2021-22 mandatorily and uploaded in PDF format on CPP portal.*** The Purchaser at its discretion may extend the contract for FY2021-22 for the prices quoted by the bidder. It may be noted that the prices for additional year shall not be considered for evaluation of bid.

1. I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act (as per Government of India, Ministry of Labour & Employment Order No. 1/36(3)/2019-LS-II dated 23.09.2019) and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorized Signatory)

(with name/designation, contact No.&
seal)

Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, (Name of Division and Address) (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz **Hiring of Supervisory Staffs and Lab Assistants on outsourcing basis for Hydrological Observations in GD, GDQ, GDSQ sites and Divisional Lab under South Western Rivers Division, CWC, Kochi** and has accepted a Tender by the Contractor for the supply of 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. the tender form, technical bid and the price schedule submitted by the Tenderer;
 - b. Tender document
 - c. amendments to the tender document;
 - d. Post tender opening correspondence; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor 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 Contractor 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 Contractor are as under:

Brief description of Work	Amount in Rs.	
	in figures	in words
Hiring of Services towards 22 nos. of Supervisory Staffs		
Hiring of Services towards 02 nos. of Lab Assistants		

TOTAL VALUE:

DELIVERY SCHEDULE: Within 07 days of signing of contract.

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

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

Chapter 7: Other Standard Forms

Form 1: MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (hereinafter called the “tenderer”)
has submitted their offer dated..... for the supply of
..... (hereinafter called the “tender”)
against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto (hereinafter called the
“Purchaser) in the sum of for which
payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....
Name and designation of the officer

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

Form 2: MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated For **Hiring of Supervisory Staffs and Lab Assistants on outsourcing basis for Hydrological Observations in GD, GDQ, GDSQ sites and Divisional Lab under SWRD, CWC, Kochi** (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 caveat 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

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The

EE, (name of Division with address)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Hiring of Supervisory Staffs and Lab Assistants on outsourcing basis for Hydrological Observations in GD, GDQ, GDSQ sites and Divisional Lab under SWRD, CWC, Kochi

Dear Sir,

1. I/ We have downloaded / obtained 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 the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Cost of Tender Document Rs. 1,000/-

(Tender No. 3/SWRD/CWC/2020-21 Dated 03.04.2020)

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
SOUTH WESTERN RIVERS DIVISION**

This Tender document contains 52 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing

Authority :