

**NATIONAL COMPETITIVE BID (NCB)**

**TENDER DOCUMENT**

**HIRING OF SUPPORT SERVICES FOR FUNCTIONING OF  
HYDROLOGICAL OBSERVATION IN DIFFERENT SITES ON MAHAKALI  
RIVER & ITS TRIBUTARIES UNDER PANCHESWAR HYDROLOGICAL  
OBSERVATION SUB DIVISION, CENTRAL WATER COMMISSION, TANAKPUR**



**GOVERNMENT OF INDIA**

**DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA  
REJUVENATION**

**CENTRAL WATER COMMISSION**

**(P&I DIVISION CWC FARIDABAD)**

**GOVERNMENT OF INDIA**  
**DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA**  
**REJUVENATION**  
**CENTRAL WATER COMMISSION**  
**(P&I DIVISION CWC FARIDABAD)**



**HIRING OF SUPPORT SERVICES FOR FUNCTIONING OF**  
**HYDROLOGICAL OBSERVATION IN DIFFERENT SITES ON MAHAKALI**  
**RIVER & ITS TRIBUTARIES UNDER PANCHESWAR HYDROLOGICAL**  
**OBSERVATION SUB DIVISION, CENTRAL WATER COMMISSION, TANAKPUR,**  
**UTTARAKHAND**

TENDER NO: 102/06/NIT/2021 Dated: 08.06.2021

<b>OFFICER INVITING TENDER</b>	Executive Engineer,P&I Division CWC, Qtr No 1064 Type V NH IV, NITFaridabad  Email: <a href="mailto:pi-cwc@gov.in">pi-cwc@gov.in</a>  Telephone No – 0129-2412576
<b>DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE</b>	18.00 hrs on 08/06/2021
<b>TENDER FORM AVAILABLE ONLINE FROM</b>	10.00 hrs on 09/06/2021
<b>LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT</b>	15.00 hrs on 24/06/2021
<b>LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE</b>	15.30 hrs on 24/06/2021
<b>DATE AND TIME OF PRE-BID MEETING</b>	11.30 hrs on 18/06/2021
<b>DATE AND TIME OF OPENING OF BIDS</b>	16.00 hrs on 25/06/2021
<b>PLACE OF OPENING OF BIDS</b>	Faridabad
<b>TENDER FEE:</b>	NIL

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**Government of India  
Central Water Commission  
P&I Division**

**NOTICE INVITING e-TENDER**

Executive Engineer, P&I Division, Central Water Commission, Department of Water Resources, River Development and Ganga rejuvenation, (Qtr No. 1064, Type V, NH IV, NIT Faridabad), invites, on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids in two envolp system from experienced and eligible legal entities for selection of the Agency for ***“HIRING OF SUPPORT SERVICES FOR HYDROLOGICAL OBSERVATION IN DIFFERENT SITES ON MAHAKALI RIVER & ITS TRIBUTARIES UNDER PHO SUB DIVISION, CENTRAL WATER COMMISSION, TANAKPUR, UTTRAKHAND”***.

- |                                 |  |
|---------------------------------|--|
| 1. Tender No.                   | :102/06/NIT/2021/  |
| 2. Date of Issue                | :08/06/2021  |
| 3. Name of services             | :Hiring of Support Services for Hydrological Observation in different sites on Mahakali River & its tributaries under PHO Sub Division, Central Water Commission, Tanakpur, Uttarakhand. |
| 4. Earnest Money Deposit (EMD): | NIL, Bid Security Declaration need to be submitted. (Annexure-II).   |
| 5. Performance Security         | :3% of tendered value  |
| 6. Tender Fee                   | : NIL  |

**2. SCHEDULE OF e-TENDER**

<b>DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE</b>	18.00hrs on 08/06/2021
<b>TENDER FORM AVAILABLE ONLINE FROM</b>	10.00 hrs on 09/06/2021
<b>LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT</b>	15.00 hrs on 24/06/2021
<b>LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE</b>	15.30 hrs on 24/06/2021
<b>DATE AND TIME OF PRE-BID MEETING</b>	11.30 hrs on 18/06/2021
<b>DATE AND TIME OF OPENING OF BIDS</b>	16.00 hrs on 25/06/2021
<b>PLACE OF OPENING OF BIDS</b>	Faridabad
<b>Tender Fee</b>	NIL

2. Tender document can be downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in) from 10.00 hrs on 09/06/2021 to 15.00 hrs on 24/06/2021. However, the tender submitted by the Bidder will be opened only if following document is submitted in original before due date and time of opening of tender:

- i) **Bid Security Declaration (BSD)** as per Proforma at Annexure-II of Chapter 7 of this Tender document has to be submitted by Bidder. If Bidders withdraw or modify their bids during the period of validity of Bid etc., the Bidder will be suspended/debarred for 03 (Three) years to bid in Central Water Commission. The bid unaccompanied by the Bid Security Declaration shall be rejected summarily.
- ii) A copy of Bid Security Declaration (BDS) is to be uploaded along with Technical bid by all bidder including MSEs and Startup. In this context, it may be ensured that the nature of services mentioned in the MSE's certificate matches with the nature of services to be supplied as per Tender.

3. Tender forms completed in all respects should be submitted online only by 15.30 hrs. on 25/06/2021. Offline submission of tender and related documents is not permitted.

4. A pre-bid meeting on virtual mode will be held at 11:30 hrs. on 18/06/2021 at Conference Room, P&I Division, CWC, Faridabad, to clarify issues or to answer any questions pertaining to the Tender. Details for joining the meeting is as under:

Topic: Pre Bid Meeting Hiring support staff PHOSD

Time: Jun 18, 2021 11:30 am Mumbai, Kolkata, New Delhi

<https://us04web.zoom.us/j/79296443373?pwd=OEIkbm5BQ3pkeG00QUU0TmQzZ3d0dz09>

Meeting ID: 792 9644 3373

Passcode: TXVed0

5. Technical bids of the tender will be opened online at 16.00 hrs. on 25/06/2021 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, place and other details of opening of financial bids will be intimated later.

6. Tender document can be seen online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.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>.

7. Bids shall be accepted through e-procurement only at CPP portal of <http://www.eprocure.gov.in>.

**8.** Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Chapter – 1 : Instruction to bidders

Chapter – 2 : Activities schedule and other requirements

Chapter – 3 : Condition of Contract

Chapter – 4 : Schedule of Requirement

Chapter – 5 : Technical and Financial Bid

Chapter – 6 : Contract Form

Chapter – 7 : Other Standard Form

Executive Engineer  
(P&I Division, CWC, Faridabad)

प्रतिलिपि:

1. मुख्य अभियंता , ०आ०ज०के , कालिंदी भवन , यमुना बेसिन संगठन , नई दिल्ली ।
2. अधीक्षण अभियंता , योजना परिमंडल , के०ज०आ० , फरीदाबाद।
3. सहायक लेखा अधिकारी, लेखा शाखा , यो०एवम् अन०मंडल , के०ज०आ० , फरीदाबाद ।
4. उप मण्डल अभियंता, पी०एच०ओ० उप मंडल , के०ज०आ० , टनकपुर।

## **Chapter 1. Instructions to Bidder**

### **1. GENERAL**

Before submitting the Bid, it is presumed that the Bidder has understood the exact requirements of the Purchaser and visited the above mentioned hydrological observation sites on Mahakali river run by Central Water Commission/Purchaser to understand the environment, facilities and accessibility. In case of any discrepancy or ambiguity noticed by Bidder 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. A pre-bid meeting shall be held as per time, date and place mentioned in Bid Data sheet. Bidders may also send queries in the official email id before pre-bid meeting. In case of no such clarification is requested by the Bidder, it will be construed that all the requirements of the Purchaser are clearly understood by the Bidder. No communications will be entertained in this regard at any later stage after the opening of Bids. The other General instructions to the Tender are as under:

**1.1** No Bidder 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.

**1.2** 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.

**1.3** 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.

**1.4** Bidders are expected to understand the forms, terms, specifications and other details mentioned in the tender document.

**1.5** Each Bidder is entitled to submit only one online bid under his Digital Signature Certificate (DSC). Tender document is non-transferable.

**1.6** 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 tender document by amendment(s) which may be communicated to all the Bidders through Central Public Procurement Portal (CPPP).

**1.7** Bidders must quote the rate keeping in mind all the terms and conditions mentioned in the tender document.

**1.8** The valid means of communication for this tender shall be in writing, through e-mail/fax followed by Postal confirmation.



**1.9** It is suggested that the Bidders may acquaint themselves with the requirements of the work before submitting the Bid. Bidder should visit at their own cost the various hydrological sites before submission of bid.

**1.10** No deviation in the payment terms mentioned is permissible in the tender. If a Bidder does not explicitly agree with the payment terms mentioned in the tender document, their bids will be rejected for being non-responsive.

**1.11** Word 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.

**1.12** Word 'Bidder' and 'Agency' may be used interchangeably.

**1.13** Bids shall be submitted online only at CPP Portal viz. <http://www.eprocure.gov.in>. Bidder is advised to follow the instructions provided in the 'Instructions to the Bidder for online/e-submission of the bids through CPP Portal. The tender notice is also available at CWC website viz. <http://www.cwc.nic.in>.

**1.14** A Bidder, having downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://www.eprocure.gov.in> and <http://www.cwc.nic.in>, shall not tamper/modify the tender forms including downloaded price bid template in any manner. If the same is found to be tampered/modified in any manner, the bids of the Bidder shall be rejected and the EMD of the Bidder will be forfeited.

**1.15** Intending Bidders are advised to visit CPP website <http://www.eprocure.gov.in> and CWC website <http://www.cwc.nic.in> at least 01 (one) day prior to closing date of submission of Bid to take cognizance of any corrigendum / amendment, if any.

**1.16** 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.

**1.17** For the purpose of this tender, the Contract Agreement with the successful Bidder shall comprise of:

- (i) Special Condition of Contract
- (ii) General Condition of Contract
- (iii) Tender form, technical bid and the price schedule submitted by the Bidder;
- (iv) Tender document;
- (v) Amendments to the tender document;
- (vi) Post tender opening correspondence; and
- (vii) The Purchaser's Notification of Award.

## **2. SUBMISSION OF DOCUMENT**

**2.1** Following documents are to be furnished online as part of ***Technical Bid (COVER -1)*** by the Bidder.

- (i) Signed and scanned copy of PAN and GST Number;
- (ii) Tender Acceptance Letter (FORM III of Chapter 7);
- (iii) Signed and scanned copy of Income-tax returns of last three years (AY 2017-21);
- (iv) (a) signed and scanned copy of the Certificate of Registration (CoR) and Partnership deed of the Partnership Firm,  
(b) signed and scanned copy of the Certificate of Registration and LLP Agreement (if applicable) of the Limited Liability Partnership (LLP),  
(c) signed and scanned copy of Certificate of Incorporation (CoI) and Memorandum of Association (MoA) and Article of Association (AoA) of Company, and  
(d) signed and scanned copy of the Agreement of Joint Venture(JV);  
(e) Signed and scanned copy of Audited Annual Financial Statement of last 03 (three) years of the firm/company/LLP/JV.

However, in case of Startups, the signed and scanned copy of the Audited Financial Statement of last 03 (three) years or less, if the start-up firm/company is in existence for less than three years. The start-up claiming relaxation for this requirement shall submit a valid and authorized copy of certificate of registration as specified by Department for Promotion of Industry and Internal Trade (DPIIT). In case of unavailability of the audited Annual Financial Statement of the immediate preceding Year ending on 31<sup>st</sup> March 2021, a certified copy of the same may be submitted subject to the condition that the Audited Annual Financial Statement of the immediate preceding Financial Year ending on 31<sup>st</sup> March, 2021 shall be further submitted at the earliest, preferably within 03 (three) months from the date of Award of tender; in case of bidder fails to submit the audited Annual Financial Statement of the immediate preceding Financial Year ending on 31<sup>st</sup> March, 2021, his bid may be rejected summarily;

- (v) The written power of attorney by the bidder in favour of the authorized signatory signing the bid.
- (vi) Documents related to work experience like completion certificate from previous employer; and
- (vii) Signed and scanned copy of previous three Financial Years (2017-18, 2018-19, 2019-20) Income-tax return (ITR) filed /GST No./Affidavit of partnership firm/ Pvt. Ltd.

- (viii) Signed and scanned copy of audited Balance sheet of last three years (2017-18, 2018-19, 2019-20).
- (ix) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources). Cash flow Certificate from scheduled bank or Chartered Accountant is to be submitted.
- (x) Bank Account details.
- (xi) Authority to seek references from the bidder's bankers.
- (xii) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount
- (xiii) Self-certified declaration of not been blacklisted by any Central/ State Govt. / PSU
- (xiv) Any other document in support of Bid.

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

- (i) **Letter of the financial bid**
- (ii) **Bill of Quantities (BOQ):** The BOQ shall be furnished by the Bidder 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.

### **3. QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS**

**3.1** The Bidder should be a legal entity of the following nature:

- (i) A Company registered under 'The Companies Act 1956/2013'; or
- (ii) A Partnership firm registered under 'The Partnership Act 1932'; or
- (iii) An LLP registered under 'The Limited Liability Partnership Act 2008'; or
- (iv) Ineligible Joint Venture (JV) firm under Indian Laws

**3.2** The site wise estimated cost of the work shall be as detailed below:

<b>Name of Organisation: Yamuna Basin Organisation</b> <b>Name of Circle: Planning Circle</b> <b>Name of Division: P&amp;I Division</b>			<b>Jurisdiction area</b>	<b>Engineer-in-charge</b>
<b>S.No.</b>	<b>Name of Sub Division</b>	<b>Estimated Cost (in Lakh Rs)</b>		
1	PHO Sub Division, CWC, Tanakpur	31.33	Uttarakhand	Executive Engineer, PID CWC, Faridabad

**3.3** Bidder should have experience of having successfully completed the services during last 05 (five) years ending March 2021 as detailed below:

- Three completed services of similar nature\* costing not less than the amount equal to 40% of the total estimated cost; or
- Two completed services of similar nature\* costing not less than the amount equal to 60% of the total estimated cost; or
- One completed service of similar nature\* costing not less than the amount equal to 80% of the total estimated cost -

\*Similar Nature means providing manpower services or carrying out the work of hydro-meteorological data collection.

**3.4** The Bidder/Bidders shall have permission of the appropriate Government agencies/authorities to operate in the relevant area of services. The successful bidder shall be required to fulfill/comply with all statutory requirements including labour laws prevailing during the operation of contract. In case the services are to be partially or wholly executed through contract labour, the successful Bidder shall be required to submit the license from Regional/local Labour office against the work order to the Purchaser within 30 (thirty) days from date of award of tender.

**3.5** The bidder should have valid GST No. /PAN at the time of bidding.

**3.6** Each Bidder shall submit only one Bid either by himself or as a partner in a Partnership Firm or as a partner in a LLP or as shareholder in a Company or as a partner in a Joint Venture.

**3.7** Joint Ventures (JV) are allowed. Maximum two partners including lead partner is allowed.

**3.8** The Bidder should not have been blacklisted by any authority and a declaration to this effect shall be submitted with Bid.

**3.9** No official of the Government of India is allowed to work either as contractor or as employee of a contractor under this Tender 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, their contract shall be cancelled.

**3.10** The average annual financial turnover of services during the last three Financial Year should be at least equal to 100% of the total estimated cost. Year in which no turnover is shown /indicated would also be considered for working out the average. In case of Joint Venture, the cumulative average annual financial turnover of services during the last three Financial Year should be at least equal to 110% of the total estimated cost. For the purpose of verification of the Average Annual Turnover, an unaudited but certified copy of the Annual Financial Statement of the immediately preceding year ending on 31<sup>st</sup> March 2021 may be submitted subject to the condition that the Audited Annual Financial Statement of the same shall be further submitted at the earliest, preferably within 03 (three) months from the date of award of tender. However, for the remaining two years prior to immediately preceding year ending on 31<sup>st</sup> March 2020, the Audited Annual Financial Statement shall be mandatorily submitted, if applicable, in order to verify the claim of average annual turnover, failing which the bids of the Bidder shall be treated as non-responsive.

**3.11** The bidder should have cash flow of 30% of the total estimated cost. The bidders are required to submit the cash flow certificate from Scheduled Bank or from a Chartered Accountant after assessment of its credit eligibility.

**3.12** The condition of prior turnover and prior experience will be relaxed upto 50% of the above-mentioned clause 3.3 & 3.10 for micro and small enterprises (MSEs) registered as per the policy circular No.1 (2) (1)/2016-MA dated 10.03.2016 of Ministry of Micro, Small and Medium Enterprises, Government of India. Any bidder desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document.

**3.13** The condition of prior turnover and prior experience will be relaxed upto 50% of the above-mentioned clause 3.3 & 3.10 for Startups (as defined by the Department for Promotion of Industry and Internal Trade) subject to meeting of quality and technical specifications. A certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry to this effect shall be submitted by the bidder desirous of availing the relaxation under this clause. The definition of Start-ups shall be as prescribed under G.S.R. notification 127(E).

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

- (i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (ii) receives or has received any direct or indirect subsidy or funding from another Bidder; or

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

#### **4. QUALIFICATION DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID BY THE BIDDER**

**4.1** Signed and scanned copy of the Certificate of Registration (CoR) and Partnership deed of the Partnership Firm/Proprietorship Firm (if applicable), signed and scanned copy of the Certificate of Registration and LLP Agreement (if applicable) of the Limited Liability Partnership (LLP), signed and scanned copy of Certificate of Incorporation (CoI) and Memorandum of Association (MoA) and Article of Association (AoA) of Company, signed and scanned copy of the JV Agreement;

**4.2** The written power of attorney by the bidder in favour of the authorized signatory signing the bid;

**4.3** Appropriate business licenses/registrations, GST No. and PAN Number;

**4.4** Total monetary value of services performed for each of the last three financial year;

**4.5** Certificate from scheduled Bank/ Chartered Acc for cash flow.

**4.6** Copy of work orders and related Satisfactory performance Certificate for each of the last three financial years and details of services underway or contractually committed along with names and address of clients who may be contacted for further information on those contracts (if applicable);

**4.7** Copy of Audited Annual Financial Statement, if available, for the last three financial years. However, in case of unavailability of the Audited Annual Financial Statement of the immediately preceding Year ending on 31<sup>st</sup> March 2021, a certified copy for the same may be submitted subject to the condition that the Audited Annual Financial Statement of the immediate Financial Year ending on 31<sup>st</sup> March 2021 shall be further submitted at the earliest, preferably within 03 (three) months from the date of award of work; and

**4.8** Bank Account details through which the business transaction in respect of the tender will be made Authority to seek references from the bidder's banker.

**4.9** Bid Securing Declaration. (As per proforma attached at Annexure-II) on letter head of Firms duly signed by authorized representative of the firm.

**4.10** The bid received incomplete or shortfall with respect to qualification/eligibility criteria will be summarily rejected or declared as **TECHNICALLY NON-RESPONSIVE**.

## **5. SITE VISIT**

The Bidders are advised to visit the HO site(s) 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. Period of validity of tenders**

Tenders shall remain valid for 90 (ninety) days after the date of tender opening. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security Declaration provided shall also be suitably extended.

## **7. RESTRICTIONS REGARDING PERSONNEL DEPLOYED**

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

7.2. The personal deployed for providing semi skilled category services (Type B, C, D, E & F) should have atleast Matriculate or 10<sup>th</sup> Pass Certificate from recognized Boards/Institution. The Bidder/Agency should provide a copy of the same to Purchaser for his record.

7.3. For Type A services the personal deployed shall have at least Diploma Degree from Civil/Mech Engineering. For Type G, there is no criteria of minimum qualification.

## **8. WORKMEN SAFETY AND INSURANCE**

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

## **9. FILLING UP THE TECHNICAL AND FINANCIAL BID BY THE BIDDERS**

The Bidder should fill Technical and Financial bids both as described in Chapter 5. In the financial bid, as per activity schedule described in chapter 3, the Bidder must quote for all locations of HO sites. The GST or any other taxes should be shown separately in the financial bid. For the purpose of evaluation of the Financial Bid, the price without GST will be compared. Tender has to be submitted for all sites and failing to which bid shall be rejected treating the same as non-responsive.

## **10. EARNEST MONEY DEPOSIT AND PERFORMANCE GUARANTEE**

**9.1 Bid Securing Declaration-** EMD is not required. However, bidder has to submit the Bid Security Declaration as per format given in the bid document at Annexure-II.

### **9.1.1 In case**

- (i) a Bidder withdraws/modify its tender during the period of tender validity i.e. till the date of award of the tender; or
- (ii) in case of a successful Bidder, if the Bidder fails:
  - a) to sign the contract within 15 (fifteen) days of the issuance of the notification for award of tender; or
  - b) to furnish the specified performance security within time specified.

The bidder will be debarred from participating in any tender of Central Water Commission for a period of 3 years as mentioned in bid securing declaration.

**9.2 Performance Security:** The successful bidder shall furnish Performance Security of an amount of 3% of the contract value within 07 (seven) days from the date of issue of letter of intent/acceptance of tender and it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency. The above 7 days period may be extended to 15 days on specific request of bidder with valid reasons.

**9.2.1** Performance Security will be returned to the supplier without any interest, after ensuring the compliance to the due performance of the contract obligations in all respects but not later than 60 days of completion of all such obligations under the contract.

**9.2.2** Performance security may be furnished in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Scheduled Commercial Bank or Bank Guarantee from a Scheduled Commercial Bank in a prescribed format as per the proforma at FORM I of Chapter 7 of this tender document in favour of authorized representative/Engineer-in-charge

**9.2.3** Performance security is liable to be forfeited in case successful Bidder/Agency does not fulfill contract obligations at any point of time.



## **11. 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 which may include (not exhaustive):

- (i) Notice Inviting e-Tender;
- (ii) Instructions to the Bidders;
- (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; and
- (ix) Performance Security Forms/ Bid Securing Declaration (BSD).

## **12. TENDERING PROCESS**

### **11.1 Electronic Submission of Bids and Submission of Original Documents:**

- (i) Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement Portal (CPP Portal).
- (ii) 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.
- (iii) The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected. Financial bids of only those bidders who are found technically acceptable would be considered.

**11.2 Opening of Bids:** Bids will be opened online as per specified place, date and time.

### **11.3 Prices:**

- (i) Prices quoted by the Bidder shall be fixed and not subject to variation on any account. Transportation and handling of equipment from the premises of the Agency to the facility of the Purchaser (as per Schedule of Requirement under Chapter 4) is the responsibility of the Bidder and no extra charges are payable on this account. The prices should be given as per the format given in price schedule/Bill of Quantity (BOQ).
- (ii) All prices quoted should be in Indian National Rupee (INR) only.

(iii) The total amount will be automatically calculated by the BOQ (both in figures and in words).

(iv) The Bidder 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.

(v) The tender for the services shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender. If any Bidder withdraws his tender before the aforesaid 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 debar the bidder as per condition mentioned in Bid Securing Declaration. Further, in such circumstance, the Bidder shall not be allowed to participate in the re-tendering process of the same work/services.

**11.4 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 related need for arithmetic correction.

#### **11.5 Evaluation of Tenders:**

(i) The tenders will be evaluated on the basis of specifications as given in the tender document including the unit rate of each item and total cost.

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

**Table-1**

<b>S. No.</b>	<b>Details</b>	<b>Maximum Marks</b>
<b>1.</b>	Previous experience of Bidder/Bidder in providing the services in last five years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21), as below: Amount of previous services per contract executed satisfactorily: a) Below 40% of estimated cost of estimated cost of work – Nil b) 40-60% of estimated cost of work– 15 marks for each work subjected to maximum of 45 or c) 60-80% of estimated cost of work- 22.5 marks for each work subjected to maximum of 45 or d) >=80% of estimated cost of work - 45 marks for each work subjected to maximum of 45.	45 marks
<b>2.</b>	Company may be certified under ISO 9001/ISO 45001 in field of supply of services	10 marks
<b>3.</b>	Financial status (Turnover of the firm during the previous three assessment years (2018-19, 2019-20 and 2020-21) as below: a) Average Turnover : 100%-120% (and in case of JV = 110%-126%) of estimated cost of work - 20 marks	30 marks.

	b) >120% & (and 126% in case of JV) of work -30 marks	
<b>4.</b>	Experience in providing services in Hydro meteorological Observation field	15

(iii) Evaluation of bids will be done based on one year quoted price only.

iv) The financial bids of only those bidders will be opened who will be found technically eligible in technical bids in all respects as per tender document including qualification of the eligibility conditions as mentioned in this tender document. The financial bid will be evaluated solely on the basis of L1 criteria without giving any weightage to technical score. However, in case of tie in financial bid, the weightage to technical score will be given and bidders, who score higher technically, will be awarded the work. In case, there is tie in technical score as well in financial value, draw of bid in the presence of eligible bidder will be drawn.

### **11.6 Award of Work:**

The successful bidder will sign the contract agreement with the authorized representative/Engineer-in-charge upon furnishing of the specified Performance Security as per Contract Agreement given at Chapter 6 of this tender document within 15 (fifteen) days of receipt of notification for award of services from the Purchaser.

## **13. BID DATA SHEET**

### **12.1 General**

- (i) Name and address of the Purchaser: Executive Engineer, P&I Division, CWC, Faridabad
- (ii) E-Tender number: 102/06/NIT/2021

**12.2 Pre-Bid Meeting:** A pre-bid meeting on virtual mode will be held at 11:30 hrs on 18/06/2021 at P&I Division, CWC, Faridabad to clarify the issues or to answer any questions pertaining to tender through zoom the link of pre bid meeting is:

<https://us04web.zoom.us/j/79296443373?pwd=OEIkbm5BQ3pkeG00QUU0TmQzZ3d0dz09>

Meeting ID: 792 9644 3373

Passcode: TXVed0

### **12.3 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 Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### **12.4 Submission of Bids:**

- (i) Only online bids through e-tendering at CPP website (<http://www.eprocure.gov.in>) shall be accepted. The offline bid will not be acceptable.
- (ii) Last date and time for bid submission is 15:30 hrs on 24/06/2021.

**12.5 Bid Opening and Evaluation:** The Technical bid of the tender will be opened online at 16.00 hrs on 25/06/2021 in presence of the Bidders. The actual date and time of opening of Financial Bids will be intimated later. The Bidders who wish to present and see the opening of tender, may attend the same either at the place specified by the Purchaser or through video conferencing.

**12.6 Variation in quantity of sites:** Percentage of quantity/number of sites at which support services is required may increase or decrease by 15%.

**12.7 Settlement of Dispute:** Any dispute arising out of this contract shall be resolved through a process of Arbitration called as per Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of Arbitration shall be Faridabad:

**12.8 Special instructions to Bidders for Online bid submission:** 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>.

#### **12.8 Registration:**

- (i) 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.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) The Bidders can log-in securely to the site by entering their user ID/ password and password of the DSC / e-Token.

## **12.9 Searching for Tender Documents:**

- (i) 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.
- (ii) 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.
- (iii) 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.

## **12.10 Preparation of Bid:**

- (i) Bidders are advised to take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The number of covers required for the submission of bid documents, and the number of documents required including the names and content of each of the document may be attentively checked by the bidders before final submission of the bid as any deviation to these requirements may lead to rejection of the bid.
- (iii) Bidders are advised to prepare the bid documents, to be submitted, as per the tender document /schedule and generally in the PDF / XLS / RAR / DWF/JPG format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) 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 on CPP portal. Bidders can use "My Space" or "Other Important Documents" area available on CPP portal 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 space" is only a repository given to the Bidders to ease the uploading process. However, the uploaded documents in "My space" do not provide any claim on the part of the bidder to automatically get it treated as part of the Technical Bid without specifying the*

*same.*

#### **12.11 Submission of Bid:**

- (i) Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the expiry of bid submission date and time. The Purchaser will not be responsible for any delay caused/occurred in submission/non-submission of bid due to one or other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidders are advised to specifically note that Financial Bid shall necessarily be submitted in prescribed format under the Tender document and submission of the same in any other way will not be accepted. In this context, the bidders are further advised to download and fill the standard BOQ format under the Tender document for the Price Bid. The Bidders are required to download the BOQ file, open it and complete the “white coloured (unprotected) cells” with their respective financial quotes along with other details such as name of the bidder, etc. The details of the other Cells of BOQ format should be changed. Once the details have been completed, the bidder should save it and submit it online without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (iv) 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.
- (v) 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 any persons other than Bidder until the time of bid opening. The confidentiality of the Bids are 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. The symmetric key is further subjected to asymmetric encryption using buyers/bid opener’s public keys. The uploaded tender documents become readable only after the opening of Tender on the specified date and time by the authorized bid opener(s).
- (vi) 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., date and time of submission of the Bid along with all other relevant details.
- (vii) 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.

**12.12 Assistance to Bidder:**

- (i) 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.
- (ii) 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. Activity schedule and other requirements**

### **1. DESCRIPTION OF SERVICE**

**1.1 Description of service:** CWC has approximately 1600 Hydrological Observation (HO) station on various rivers in India. Hydro-meteorological observation is to be carried out at these H.O sites for gauge and discharge, sample collection of silt and water quality and sample collection for other meteorological parameters. The details of services required for observation of hydrological and meteorological parameters viz. Gauge and Discharge observation, and Silt samples, collection and recording of rain gauge readings, etc. at HO stations is mentioned at clause 2 (Activity Schedule) of this Chapter.

### **1.2 Background of the Organization and the Project:**

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

(ii) Project- FMBAP:

FMBAP is a centrally funded scheme of Govt. of India to provide financial assistance to flood management projects for states sharing international boundaries. Under FMBAP scheme along with critical Flood control, river management and anti- sea erosion works; non-structural measures such as Hydrological Observation and Flood Forecasting works on common international border rivers has been included.

**1.3 Purpose/Objectives of the Assignment:** The services related to the Hydrological Observation from competent agencies are required to aid/support officials of the Commission. The mission of the Commission is to promote integrated and sustainable development and management of India's Water Resources. The very first step in managing the water resources is to measure the resource i.e. water availability at different places with different point of time. The proposal for outsourcing of Support Services for Hydrological data observations at HO stations will help in collecting daily with hourly Gauged data, daily Discharge data, Silt, meteorological and snow data as per schedule, etc. The data collected from these HO stations will act as basic input in developing mathematical models for flood forecasting, design of water retaining structures, water resources assessment, basin management, resolving inter- state water issues/disputes, etc.

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

(i) Hydrological data:



- a) Gauge observation
- b) Discharge observation by following method-
- By Wading
  - By Boat
  - From Bridge
  - By Slope Area method
  - By ADCP
  - By Cable way
- (ii) Silt analysis: Silt sample collection and analysis-Once daily and at other times, as and when required
- iii) Rainfall/Snowfall Observation

Apart from above, the support services also need to be carried out maintenance and cleanliness of site, maintaining approach path, maintaining equipment in running condition, checking of zero gauge, taking cross-sections, shifting of Gauges & target poles as and when required and other activities such as maintenance of records etc as per directions etc.

**1.5 Type of sites are as below:**

S.No	Division/ Organisation	No of Non- Monsoon Months	No of Monsoon Months	G	GDS	GDSQ	Rainfall	Rain & snow	Grand Total
1	P&I Division CWC, Faridabad	7	5	2	4	0	3	0	9
	Sub Division : PHO Sub Division, CWC, Tanakpur Uttarakhand								

G- Gauge Site

GDS- Gauge, Discharge and Silt Site

GDSQ- Gauge, Discharge, Silt and Water Quality Site

The site wise detailed with locations of sites are given in Annexure-3.

**2. ACTIVITY SCHEDULE**

The tentative time required for doing the above-mentioned work is as per Table below:

**Table-2**

<b>Type of observation</b>	<b>Tentative Time required for Data collection</b>
<b>A. Hydrological Data Collection</b>	
(i) Gauge Observation- Hourly in Monsoon season, thrice daily in non-monsoon season at 8:00 hrs, 13:00hrs and 18:00 hrs. The Gauge observation will also take place during Sunday and holidays.	Approximate One hour per gauge reading which will include the time required to reach the gauge site, reading the gauge and recording the same in office.
(ii) Discharge Observation (as the case may be)-	Once daily at 0800 hours (Except Sunday & National Holidays).
a) By wading	Approximate Four hours per discharge observation
b) From bridge	Approximate Four hours per discharge observation
c) By boat	Approximate Four hours per discharge observation
d) By Slope Area method	Approximate Four hours per discharge observation
e) By ADCP	Approximate Four hours per discharge observation
f) By Cable way	Approximate Four hours per discharge observation
<b>B. Silt Data sample collection</b>	
Silt data sample collection and analysis- (Except Sunday & National Holidays) Once daily and at other times, as and when required	Approximate two hours would be required for analysis; however, sample may be collected during the Discharge Observation data collection
<b>C. Meteorological Observations</b>	
Rainfall& Snow - Twice daily throughout the year at 8:00 hrs and 18 Hrs. Sundays	Approximate One and Half hour per reading which will include the time required to reach

Off.  However, for Monsoon Period including Sundays also.	the rainfall site, reading the meter and recording the same in office. For rainfall observation at Gauge and GDS Sites no additional time would be required as the same be collected simultaneously.
Max & Min Temperature-	No additional time would be required as the same may be collected along with other hydro-metreological parameters.
D) Watchman / Watch and Ward Services for night hours.	8 hours / day. Every Sunday Off.
E) Cleaning Services – Cleaning of Office premises , dusting of office equipments and files and records	4hours/day. Every Sunday Off.
F) Miscellaneous work	
Maintenance and cleanliness of site, maintaining approach path, maintaining equipment in running condition, checking of zero gauge, taking cross sections shifting of Gauges& target poles as and when required and other activities such as maintenance of records etc as per directions etc	As and when time permits.

**3. ESSENTIAL EQUIPMENT:**All required Tools and Plants (T&P) shall be provided by the purchaser.

**4. OBLIGATIONS TO BE COMPLIED WITH BY THE CONTRACTOR:**

**4.1** The Bidder/Bidders 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 the negligence of persons deployed. The Bidder will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.

**4.2** The Bidder/Bidders is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using the state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

**4.3** The Bidder 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.

**4.4** The Bidder, whose tender is accepted, will be required to furnish:

- (i) Performance security;
- (ii) GST Number;
- (iii) Photo copy of PAN Card; and

**4.5** The Bidder shall abide by all the clauses as mentioned in the tender document.

**4.6.1** The Purchaser will be under obligation to facilitate the services by way of:

- (i) Providing the availability of accurate information to the Agency in respect of the services;
- (ii) Providing the availability of sites for the services; and
- (iii) Providing the availability of necessary equipment as per the terms of contract.

### **Chapter 3. Conditions of Contract**

#### **1. DEFINITIONS AND INTERPRETATIONS**

**“Agency”** means the successful Bidder with whom the Purchaser enters into a contract for the supply of services detailed in this document.

**“Contract”** means the agreement reached by the Purchaser and the Successful Bidder for the purpose of the work mentioned in this document. All documents, letters, correspondences, etc. exchanged for this work shall be the part of the contract.

**“Contract Price”** means the cost of work identified as determined in the form of acceptance of financial proposal of the Bidder. This may include such additions/ deductions made under variation clause/order, as allowed under this contract.

**“e-procurement”** means a web-based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of CPPP portal <http://www.eprocure.gov.in>.

**“Execution Period”** means the period during which the Agency is liable to carry out services without any additional cost to the Purchaser.

**“Hydrological Observation”** means the observation of Gauge, Discharge, Silt and Water Quality at River sites.

**“Non-Responsive Tender”** mean any Bids of the Bidder not meeting all the requirements mentioned in the tender document.

**“Notice”** means the deemed inclusion of any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

**“Purchaser”** means P&I Division, Central Water Commission, Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Faridabad.

**“Services”** means the services as identified in the tender document and to be provided at the purchaser’s facility as per the contract.

#### **2. DOCUMENTS OF CONTRACT**

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

#### **3. INTERPRETATIONS**

*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.

#### **4. DURATION OF CONTRACT**

The period of operation of the contract shall be for 12 months from 1<sup>st</sup> August, 2021 to 31<sup>st</sup> July, 2022 which may be extended upto two years (one year at a time) by mutual consent and satisfactory services by the contractor at the same rates and conditions.

#### **5. PROGRAMME OF SERVICES**

The services will have to be started by the Agency within 15 days of award of contract at the locations as identified in the Schedule of Requirements at Chapter-3 of this tender.

#### **6. CONFIDENTIALITY**

**6.1** The Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**6.2** 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.

**6.3** 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.

**6.4** 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.

#### **7. GENERAL CONDITIONS OF CONTRACT**

**7.1** 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.

**7.2** 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.

**7.3** The Firm shall be registered in India.

**7.4** Average annual financial turnover of services during the last three Financial Year should be at least 100% of the estimated cost of above work. In case of Joint Venture, the

cumulative average annual financial turnover of services during the last three Financial Year should be at least equal to 110% of the estimated cost. Year in which no turnover is shown /indicated would also be considered for working out the average. For the purpose of verification of the Average Annual Turnover, an unaudited but certified copy of the of the Annual Financial Statement of the immediately preceding year ending on 31<sup>st</sup> March, 2021 may be submitted subject to the condition that the Audited Annual Financial Statement of the same shall be further submitted at the earliest, preferably within 03 (three) months from the date of Award of the work. However, for the remaining two years prior to immediately preceding year ending on the 31<sup>st</sup> March, 2020, the Audited Annual Financial Statement shall be mandatorily submitted, if applicable, in order to verify the claim of Average Annual Turnover, failing which the bids of the Bidder shall be treated as unresponsive.

**7.5** Nothing in this Tender or otherwise binds the Purchaser to accept the lowest tender or otherwise, and the Purchaser reserves its right to reject or postponed any or all of the tenders received without the requirement of assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.

**7.6** Canvassing, whether directly or indirectly, in connection with Tender/Bid is strictly prohibited and the Bid of the agency, found involved in/resorting to such activities, will be liable for rejection.

**7.7** Copy of other documents pertaining to the Bidders eligibility will be open for inspection by the Bidders at the office of the official concerned of the Purchaser, as and when required. Bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders. The Bidder may themselves obtain all the necessary information as to risks, contingencies and other influential/affecting circumstances to Bid including the form and nature of the site, the means of access to the site, etc. A Bidder 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 Bidder 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.

**7.8** For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of CPPP portal <http://www.eprocure.gov.in> as supplier.

**7.9** Bidding under this Tender is acceptable only through e-procurement.

**7.10 Joint Venture:**

**7.10.1** If the Contractor is a Joint Venture (JV)/ Consortium, all partners of the Joint Venture (JV)/Consortium 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.

7.10.2 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 two including lead.
- (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) In case of JV Firm with foreign members, the Lead Member has to be an Indian Firm.
- (vi) A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share & responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- (vii) Once the Tender is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Tender. In case the Bidder fails to comply with stipulation, each firm of the joint venture shall be debarred as per condition of bid securing declaration.
- (viii) 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. However, in any case, the minimum eligibility criteria should not get vitiated and the Lead Member shall continue to be Lead Member of the JV Firm. Failure to observe this requirement would render the Bid invalid.
- (ix) 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. However, in any case, the minimum eligibility criteria should not get vitiated and 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.
- (x) On award of Contract to a JV Firm, the Performance Security such including Performance Guarantee shall be accepted only in the name of the JV Firm and no splitting of Performance Security amongst the members of the JV Firm shall be permitted.
- (xi) 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 of failure of the Bidder



to comply with this stipulation, the bidder shall be debarred as per bid securing declaration. The Joint Venture Agreement shall have, inter-alia, necessarily, but not limited to, the following clauses:

- 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 in accordance with General and 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.

**7.10.3 Documents to be enclosed by the JV Firm along with the tender:**

- (i) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
  - a) Notary certified copy of the Partnership deed;
  - b) Consent of all the partners to enter the JV Agreement on a stamp of appropriate value (in original); and
  - c) 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.
- (ii) In case one or more members is/are limited companies, the following documents shall be submitted:
  - a) Notary certified copy of resolutions of the Executive Engineers of the Company, permitting the company to enter into a JV Agreement, authorizing MD or one of the Executive Engineers 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;
  - b) Copy of Memorandum and Articles of Association of the company; and

- c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the clause xiii above.
- (iii) 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. to participate 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.

**7.10.4 Technical Eligibility Criteria:**

- (i) The JV Firm or Lead Member of the JV Firm must satisfy eligibility criteria for services; or
- (ii) 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, the JV shall 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.

**8. SPECIAL CONDITIONS OF CONTRACT**

**8.1** The Agency shall provide support services to the Purchaser for the purpose of hydrological observations at river sites as per the activity schedule given above.

**8.2** No piece-meal Bidding will be allowed and Bidder the Bidder has to bid for all Hydrological Observation sites as mentioned herewith.

**8.3** The Agency shall take into account the varying Monsoon period viz. from 1<sup>st</sup> May for North Eastern Region of India to 1<sup>st</sup> June for rest of India and remain operational till end of flood season i.e. 31<sup>st</sup> October for regions experiencing SW monsoon spells and 31<sup>st</sup> December for regions experiencing NE monsoon spells.

**8.4** The Purchaser will provide the necessary Registers/instruments for record keeping. The Agency must enter the observed data in the register immediately after taking observation.

**8.5** The observed data must not be revealed to any other person in any form.

**8.6** The support services staff made available to the Purchaser by the Agency may be changed by way of mutual consent of the Purchaser (officer-in-charge) and Agency.

**8.7** Purchaser will not be responsible for providing residential facility to the Agency or support services staff provided by the Agency.

**8.8** Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.

**8.9** Purchaser will provide all equipment required, as assessed adequate by the purchaser, 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 Purchaser staff or supervisory staff posted at site.

**8.10** The number of sites shown in tender document is tentative 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.

**8.11** The Agency shall withdraw unsuitable staff immediately on receipt of such a request, with reasons, by the officer in-charge.

**8.12** There is no Master and Servant relationship between the support services staff of the Agency and the Purchaser.

**8.13** The Agency's support services staff shall not claim any benefit/compensation/absorption/regularization of services from the Purchaser under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. An undertaking shall be submitted to this effect by the personnel of the agency to the Purchaser.

**8.14** 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.

**8.15** The Agency's personnel should be polite, cordial, positive and efficient. The Agency's personnel should follow the 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 is 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 this clause shall be final and binding on the Agency.

**8.16** 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 Purchaser in fulfillment of the contract from time to time. No mobile phones or other communication devices shall be offered by the Purchaser to the personal deployed by agency.

**8.17** The 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.

**8.18** The escalation condition will not be accepted by the Purchaser on any grounds during the validity of original contract period.

**8.19** 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 validity of original

contract period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of the Purchaser.

**8.20** On expiry of the contract, the Agency shall withdraw all its support services 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 amount on that account, if any.

**8.21** Any dispute arising out of the contract shall be settled within the jurisdiction of concerned organization headquarters only.

**8.22** During monsoon season, the necessary material such as umbrella, rain coat, gum boot, torch, etc., on need basis, to the support services staff may be provided by the Purchaser.

**8.23** The staff to be deputed by the Agency should have good swimming skills in flowing river.

**8.24** The staff to be deputed by the Agency should be in physically and mentally fit condition.

**8.25** Staff deployed by Agency should be an adult (above 18 years) at the beginning of the contract and should not be more than 55 years of age during currency of contract and should have matriculate or 10<sup>th</sup> pass from recognized board/institution(exception staff falling under unskilled category). Personnel falling under Type A Category should have minimum qualification as Diploma in Civil or Mechanical Engineering.

**8.26** The requisite number of support services personnel shall be provided by the Agency for different services as per activity schedule and site in-charge shall be responsible to monitoring the work of providing the support services during the period of hydrological observation.

## **9. PENALTY**

In case of the default committed by the supplier at any stage of the contract in providing support services for hydrological observation and related performance obligations a penalty of Rs 500 per day per site subjected to maximum 10% of contract value will be levied on the bidder per year. The same shall be deducted from the bill of the bidder or shall be deducted from the Performance Security. An alternate arrangement may be made by the site-in-charge at the cost of Agency in this regard. The decision of Engineer-in-charge shall be final for imposing of penalty. The quality of HO data will be the sole responsibility of contractor. Any deviation from the standard practices may entail imposition of penalty and decision of Engineer-in-charge shall be final if any case of quality of Hydromet data arises.

## **10. FORCE MAJEURE**

**10.1** Force Majeure” shall 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 services under the Tender, the rainfall and floods will not be considered as Force Majeure event.

**10.2** The Agency shall promptly notify the Purchaser in writing about occurrence of any such ‘Force Majeure’ event and its effect on the performance of the contract. However, unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its contractual obligations as far as reasonably practical, and should seek all reasonable alternative means for performance of contract obligations not prevented by the ‘Force Majeure’ event.

**10.3** If a ‘Force Majeure’ event occurs and 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 services already performed.

**10.4** No claim of the Agency for increased costs, attributable to the ‘Force Majeure’ event, shall be entertained by the Purchaser.

## **11. CONTRACT PRICE**

Prices quoted by the Bidder shall be fixed during the period 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.

## **12. TERMS OF PAYMENT**

**12.1** The monthly payment shall be made on pro-rata basis for monsoon and non-monsoon respectively.

12.2 The Agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month to the Engineer-in-charge. The payment will be released after submission of claim, complete in all respects including all certifications such as documentary evidence for providing satisfactory support services of Hydrological Observations.

**12.3** Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-Tax Act, 1961, shall be made by the Engineer-in-charge from every payment made under this contract.

**12.4** The payment shall be made within 15(fifteen) days of submission of the bill through e-payment only.

**12.5** Goods and Services Tax (GST) or any other taxes will be deducted as applicable.

### **13. TAXES AND DUTIES**

GST and TDS as applicable shall be deducted from each bill. TDS certificate would be issued by deductor in Form 16A/Form 16b at the end of the Financial Year for the amount of TDS deducted and deposited with the Government.

### **14. ADVANCES**

No advance payment will be made to the Agency by the Purchaser.

### **15. RELEASE OF CLAIMS**

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

### **16. OBSERVANCE OF LAW**

16.1 The contract shall be construed and operated as an Indian contract and as per applicable Indian laws from time to time.

16.2 The Agency shall protect and indemnify the Purchaser against any claims or liabilities arising from the violation of all any laws by the Agency.

16.3 Agency shall scrupulously observe all laws of the Government of India as well as of the relevant State Government's in terms of the contract. The Agency shall be required to fulfill all the statutory requirements prevailing during the currency of contract.

16.4 The resultant contract will be interpreted under Indian laws.

### **17. TERMINATION OF CONTRACT**

#### **17.1 For Purchaser's convenience:**

The Purchaser can terminate the contract in full or part at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim for any payment as to the compensation

or otherwise, whatsoever, on account of any profit or advantage which might have been anticipated/derived.

**17.2 For Agency's Default:**

- (i) The Purchaser, without prejudice to any other rights or remedies as per the contract, may terminate the contract:
- a) If the Agency becomes bankrupt or insolvent;
  - b) If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract;
  - c) If the Agency neglects its obligations under this contract; and
  - d) If the Agency has furnished any false document.
- (ii) The Purchaser may, without prejudice to any other rights or remedies, 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.

**17.3 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 during the termination of the contract at their instance, in such circumstance, the Purchaser may not be liable to pay one month's average due payment along with any other amount due to the Agency in addition to the forfeiting of Performance Security treating the same as a breach of performance obligation of the contract by the Agency.

**17.4 On every termination:**

- (i) The Agency shall cease to provide/continue any further services.
- (ii) Only that contract price, properly attributable to the partial work by the Agency and duly valued by the Purchaser, shall be payable by the Purchaser to the Agency. The decision of the Purchaser in respect of such due payment shall be final.

**18. LIQUIDATED DAMAGES**

18.1 In case of any loss or damage suffered by the Purchaser on account of negligence, default or theft on the part of the employees/agents of the Agency, then the Agency shall be liable to make appropriate reimbursement to the Purchaser, as and when decided and communicated by the Purchaser to the Agency for the same.

18.2 The Agency shall keep the Purchaser fully indemnified against the damage to property or personnel of the Purchaser (including third party) by any staff engaged by the Agency.

18.3 For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability for the same will be borne by the Agency.

18.4 Notwithstanding any conditions of the contract, the Agency shall not be liable for any penalty, termination for default or liquidated damages; if and to the extent that its delay in performance of work/service or any other failure to perform its contractual obligations under the Contract is the result of an event of 'Force Majeure'.

18.5 If the Bidder fails to start the services within stipulated time as mentioned in the contract agreement/letter of award, a liquidated damage of 0.5% per week or part thereof per site shall be imposed on the bidder subjected maximum 10% of the contract value. Thereafter, the contract shall be terminated.

## **19. NOTICES**

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail/speed post delivery by India Post/Courier delivery/in person. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address, etc., shall be communicated within 10 (ten) days to other party.

## **20. DISPUTES**

The decision of the Purchaser shall be final regarding the dispute as to the quality of services provided by the Agency along with the other related aspects arising out of the contract. The Agency may address its intention, in writing, to the Purchaser with evidences for the settlement of dispute. Neither the Purchaser nor the Agency shall stop the services, unless agreed mutually or ordered by the arbitrator(s).

## **21. SETTLEMENT OF DISPUTE**

Any disputes arising out of this contract shall be resolved through a process of Arbitration as per Arbitration & Conciliation Act 1996(as amended from time to time). The place of Arbitration shall be Faridabad.

## **23. Trainings**

The successful bidder has to provide one-week trainings to its perssonels in the field of Hydro-meteorological observations, record keeping and maintenance of sites before actual deployment.

## **24. Service Office**

The Successful bidder has permission to operate in Uttarakhand State or have to open an office in Uttarakhand after signing of the contract before actual deployment and intimation of same shall be furnished to Engineer-in-charge.



### **Schedule of Requirements**

**Name of Work:** *Hiring of Support Services for Hydrological Observation in different sites on Mahakali Rivers & its tributaries under PHO Sub Division, Central Water Commission, Tanakpur, Uttarakhand*

Name of Organization: Yamuna Basin Organisation, Central Water Commission, B-5 Tara Crescent Road, Kalindi Bhawan, Katwaria Sarai, New Delhi-110016.

Name and Address of sites under (P&I Division, CWC, Faridabad) are as under:

#### **As per Annexure-III**

- 1. PHO Sub Division, Near Pithoragarh Chungi, Tanakpur, District Champawat, Uttarakhand**
- 2. GDS site Pancheshwar, District Champawat, Uttarakhand**
- 3. GDS site Purnagiri, District Champawat, Uttarakhand**
- 4. GDS site Rupaligad, District Champawat, Uttarakhand**
- 5. GDS site Rameshwar, District Pithoragarh, Uttarakhand**
- 6. Gauge Site, Dharchula, District Pithoragarh, Uttarakhand**
- 7. Gauge Site, Jhulaghat, District Pithoragarh, Uttarakhand**
- 8. Raingauge Station, Khetikhan, District Champawat, Uttarakhand**
- 9. Raingauge Station, Berinag, District Pithoragarh, Uttarakhand**
- 10. Raingauge Station, Baijnath, District Bageshwar, Uttarakhand**

## Chapter 4. Technical and Financial Bids

### Technical Bid

**Name of Work:** *Hiring of Support Services for Hydrological Observation on Mahakali Rivers & its tributaries in PHO Sub Division, CWC, Tanakpur under P&I Division, Central Water Commission, Faridabad.*

(To be furnished online only and offline bids will not be accepted under this contract)

S.No.	Particular(s)	To be filled by the Bidder
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 authorized contact person	
4.	PAN/TAN Number (copy to be enclosed)	
5.	GST Registration Number (copy to be enclosed)	
6.	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 so, the details thereof to be provided/attached)	
7.	Length of experience in the field, if any	
8.	Experience in dealing with Government Departments/Organizations (indicate the names of the Departments/Organizations and years of dealing with those Departments/Organizations and attach copies of contract orders placed to the Agency)	
9.	Whether Agency profile is attached	
10.	Financial turnover of the Tendering company/firm for the last 3 preceding financial year with supported documents (copy of Audited Annual Financial Statement to be attached)	
11.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency (If so, the details thereof to be provided/attached)	

The bidder shall also provide the following details in technical Bids:

- (i) The Agency's Bid Cover Letter (including the compliance requirement in respect of eligibility, Code of Integrity in Public Procurement - CIPP);

- (ii) Power of attorney(s);
- (iii) Qualification/eligibility Information with enclosures;
- (iv) Write up on Bidder's Organization, confirmation of compliance with (or deviations from) Description of works/services, Activity Schedule, Statutory Obligation and facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Bidder, Contract for GCC and SCC,etc; and
- (v) Enclosures: Bid Securing Declaration. (Annexure-II)

Signature of the Bidder with seal

### FINANCIAL BID

**Name of Work:** *Hiring of Support Services for Hydrological Observation in different sites on Mahakali River & its tributaries under PHO Sub Division, CWC, Tanakpur, Uttarakhand*

(To be furnished online only and offline bids will not be accepted under this contract)

Sr No.	Name of site	Type of sites	No. of Months		Rate in Rs.		Total amount in Rs.
			Monsoon	Non Monsoon	Monsoon	Non Monsoon	
1	Pancheshwar	GDS	5	7			
2	Rameshwar	GDS	5	7			
3	Purnagiri	GDS	5	7			
4	Rupaligad	GDS	5	0			
5	Dharchula	G	5	0			
6	Jhulaghat	G	5	0			
7	Khetikhan	Rain	5	7			
8	Baijnath	Rain	5	7			
9	Berinag	Rain	5	7			
10	PHO Sub-Division Office, Tanakpur	Sub Division	5	7			
	<b>Total</b>						
	<b>GST @ ____ %</b>						
	<b>Grand Total</b>						

Note:

Year will start from 1<sup>st</sup> August 2021 to 31 July 2022

**Total Man-hours for each category of services at each site shall be calculated as per Details mentioned in Annexure III (A) & III (B).**

Contract Form

**CONTRACT AGREEMENT FORM**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ (year) between the President of India acting through \_\_\_\_\_ (Name and Designation of the Officer), \_\_\_\_\_ (Name of Division), Central Water Commission, Department of Water Resources, River Development and Ganga Rejuvenation (DoWR, RD&GR), \_\_\_\_\_ (Address) (*hereinafter called as "the Purchaser"*) of the FIRST PARTY

AND

M/s \_\_\_\_\_ (*Name of Agency*), a company/partnership firm/proprietorship firm/LLP firm/Joint Venture having its registered office at \_\_\_\_\_ acting through \_\_\_\_\_, the authorized signatory (*hereinafter called as "the Agency"*) which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY:

WHEREAS the Purchaser invited Tenders for certain services viz. Hiring of Support Services for Hydrological Observation on various rivers in monsoon season under \_\_\_\_\_ (Name of Division), Central Water Commission, \_\_\_\_\_ (Address) and has accepted the Tender of the Agency for the supply of services in consideration of the contract price in sum of Rs. \_\_\_\_\_ (in Figures as well as in figures) (*hereinafter called as "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 called to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement along with their order of prevalence:

- (i) The Purchaser's Notification of Award
- (ii) Amendments to the tender document;
- (iii) Special Condition of Contract
- (iv) General Condition of Contract
- (v) Tender form, technical bid and the price schedule submitted by the Bidder;
- (vi) Tender document;
- (vii) Post tender opening correspondence; and

3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the services and to remedy defects therein in all respects under the conformity to the provisions of the Contract.

Brief description of Work	Amount (in Rs.)	
	(In figures)	(In words)
Hiring of Support Services for Hydrological Observation on various rivers in Central Water Commission	_____	_____
<b>TOTAL VALUE OF CONTRACT</b>	_____	_____

4. This contract shall be valid for a period of one year from the effective date of this contract unless revoked earlier for reasons as specified elsewhere in the document.

5. The Agency hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this contract and without any deviation or reservations of any kind.

6. Effective date of this contract shall be\_\_\_\_\_.

7. This contract shall be governed by the provisions of relevant laws of the India.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the\_\_\_\_\_(day)\_\_\_\_\_(month),\_\_\_\_\_(year).

The day and year first above written.

Signed for and on behalf of President of India	Signed for and on behalf of M/s_____
By	By
_____	_____
(Name and Designation)	(Name and Designation), authorized signatory and holder of General Power of Attorney dated_____, executed in accordance with the Resolution No.____dated_____.
_____	
(Address)	

In the presence of:

Witnesses:

1. Signature, Name, Occupation, Address, Place

2. Signature Name, Occupation, Address, Place

Other Standard Forms

**FORM I**

**MODEL PERFORMANCE GUARANTEE FORMAT**

To

The President of India

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (hereinafter called as “the Supplier”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ to supply of Support Services for Hydrological Observations in different sites on Mahakali River & its tributaries under PHO Sub Division, CWC, Tanakpur, Uttarakhand (hereinafter called as “the contract”);

AND WHEREAS it has been stipulated, *inter-alia*, in the said contract that the supplier shall furnish you with a Performance Guarantee (hereinafter called as “Guarantee”) by a Scheduled Commercial Bank for the sum specified therein as performance security for compliance with its obligations in accordance with the contract.

AND WHEREAS WE \_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter called as ‘the Bank’) at the request of the Supplier hereby irrevocably and unconditionally Guarantee to you to pay the sum of an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any failure in its performance obligation by the Supplier as per the contract.

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 any demur, protest, contest, cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the \_\_\_\_ day of \_\_\_\_20\_\_\_\_.

(Signature of the authorized officer of the Bank)

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

\_\_\_\_\_

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



**FORM II**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

**To, Date:** \_\_/\_\_/\_\_\_\_

**The**

**Executive Engineer**

**P&I Division**

**Central Water Commission**

**Sub: Acceptance of Terms & Conditions of Tender**

**Tender Reference No:**

Name of Tender: Hiring of Support Services for Hydrological Observation in different sites on Mahakali River& its tributaries under PHO Sub Division, Central Water Commission, Tanakpur, Uttrakhand.

**Dear Sir,**

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

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

**Annexure-II**

**Form of Bid-Securing Declaration**

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

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

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

Name of the Bidder\*

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

**Annexure-III(A)****Site Details:****Name of the Organization: Yamuna Basin Organisation, New Delhi****Name of Division: P&I Division, CWC, Faridabad****Name of Circle: Planning Circle, CWC, Faridabad****Name of Sub Division: PHO Sub Division, CWC, Tanakpur****Engineer-in-charge: Executive Engineer, P&I Division, CWC, Faridabad****Address & Contact Details:**

S. No	Site	State	District	River/tributary	Site_Type	Service to be provided*
						<b>Monsoon (Aug 2021 to Oct 2021 &amp; June 2022 to July 2022)</b>
1	Pancheshwar	Uttra khand	Champawat	Mahakali	GDS	Type A + Type B+TypeC
2	Rameshwar		Champawat	Sarju	GDS	Type A + Type B+TypeC
3	Purnagiri		Champawat	Mahakali	GDS	Type A + Type D
4	Rupaligad		Champawat	Mahakali	GDS	Type C
5	Dharchula		Pitthoragarh	Mahakali	G	Type C
6	Jhulaghat		Pitthoragarh	Mahakali	G	Type C
7	Khetikhan		Champawat	-	Rain	Type E
8	Bajjnath		Bagheshwar	-	Rain	Type E
9	Berinag		Pitthoragarh	-	Rain	Type E
10	PHO Sub-Division Office, Tanakpur		Champawat	-	-	Type F + Type G

S. No	Site	State	District	River/tributary	Site_Type	Service to be provided* during non-monsoon period
						Nov 2021 to May 2022
1	Pancheshwar	Uttra khand	Champawat	Mahakali	GDS	Type A + Type B
2	Rameshwar		Champawat	Sarju	GDS	Type A + Type B
3	Purnagiri		Champawat	Mahakali	GDS	Type A
4	Rupaligad		Champawat	Mahakali	GDS	NIL
5	Dharchula		Pitthoragarh	Mahakali	G	NIL
6	Jhulaghat		Pitthoragarh	Mahakali	G	NIL
7	Khetikhan		Champawat	-	Rain	Type E
8	Baijnath		Bagheshwar	-	Rain	Type E
9	Berinag		Pitthoragarh	-	Rain	Type E
10	PHO Sub-Division Office,		Champawat	-	-	Type F + Type G

**Classification of work:**

Type A:	Supervisory Works for Daily Discharge, Silt and Meteorological Parameters along with compilation of Data - 8 hours/day throughout the year (Highly Skilled).
Type B:	Daily Discharge, Silt, Rainfall observations & Meteorological Parameters - 4 hours/day throughout the year (Semi Skilled).
Type C:	Hourly Gauge during monsoon for 16 Hours (Semi Skilled).
Type D:	Hourly Gauge during monsoon for 8 Hours (Semi Skilled).
Type E:	Rainfall/Snowfall Observation twice daily at 0800 Hrs and 1800 Hrs throughout the year (Semi Skilled).
Type F:	Watch and Ward Services - 8 hours/day at PHO Sub-Division Office, Tanakpur throughout the year (Semi Skilled).
Type G:	Cleaning Services - 4 hours per day throughout the year (Un Skilled).
*	Cleaning of site, site office, gauge plates etc. and maintenance of records is also required to done at each sites

**Annexure-III (B)****Details of support services required at sites:**

<b>Type A</b>		Supervisory Works for Daily Discharge, Silt and Meteorological Parameters along with compilation of Data - 8 hours/day throughout the year (Highly Skilled).			
S. No.	Site	Site Type	Area - Class	Existing Site Supervisor/JE Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	Pancheshwar	GDS	Class C	0	1040
2	Rameshwar	GDS	Class C	0	1040
3	Purnagiri	GDS	Class C	0	1040
<b>Total Man Hours</b>					<b>3120</b>
<b>Type B</b>		Daily Discharge, Silt, Rainfall observations & Meteorological Parameters - 4 hours/day throughout the year (Semi Skilled).			
Sl. No.	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations (estimated yearly Man-hours)
				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	Pancheshwar	GDS	Class C	3	520
2	Rameshwar	GDS	Class C	3	520
3	Purnagiri	GDS	Class C	5	0
<b>Total Man Hours</b>					<b>1040</b>
<b>Type C</b>		<b>Hourly Gauge during monsoon for 16 Hours(Semi Skilled)</b>			
Sl. No.	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	Pancheshwar	GDS	Class C	3	2448
2	Rameshwar	GDS	Class C	3	2448
3	Purnagiri	GDS	Class C	5	0
4	Rupaligad	GDS	Class C	3	2448
5	Dharchula	G	Class C	1	2448
6	Jhulaghat	G	Class C	1	2448
<b>Total Man Hours</b>					<b>12240</b>
<b>Type D</b>		<b>Hourly Gauge during monsoon for 8 Hours(Semi Skilled)</b>			
Sl. No.	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)

				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	Purnagiri	GDS	Class C	5	1224
<b>Total Man Hours</b>					<b>1224</b>
<b>Type E</b>		Rainfall/Snowfall Observation twice daily at 0800 Hrs and 1800 Hrs throughout the year (Semi Skilled).			
Sl. No	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	Khetikhan	Rain	Class C	0	459
2	Bajnath	Rain	Class C	0	459
3	Berinag	Rain	Class C	0	459
<b>Total Man Hours</b>					<b>1377</b>
<b>Type F</b>		Watch and Ward Services - 8 hours/day at PHO Sub-Division Office, Tanakpur throughout the year (Semi Skilled).			
Sl. No	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	PHO Sub-Division Office, Tanakpur	-	Class C	0	1040
<b>Total Man Hours</b>					<b>1040</b>
<b>Type G</b>		Cleaning Services - 4 hours per day throughout the year (Un Skilled).			
Sl. No	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)	Monsoon (Aug 2021 to Oct 2021 & June 2022 to July 2022)
1	PHO Sub-Division Office, Tanakpur	-	Class C	0	520
<b>Total Man Hours</b>					<b>520</b>

**Details of Support staff for Non Monsoon Season:**

Type A		Supervisory Works for Daily Discharge, Silt and Meteorological Parameters along with compilation of Data - 8 hours/day throughout the year (Highly Skilled).			
S. No.	Site	Site Type	Area - Class	Existing Site Supervisor/JE Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Nov 2021 to May 2022	Nov 2021 to May 2022
1	Pancheshwar	GDS	Class C	0	1456
2	Rameshwar	GDS	Class C	0	1456
3	Purnagiri	GDS	Class C	0	1456
Total Man Hours					4368
Type B		Daily Discharge, Silt, Rainfall observations & Meteorological Parameters - 4 hours/day throughout the year (Semi Skilled).			
Sl. No	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Nov 2021 to May 2022	Nov 2021 to May 2022
1	Pancheshwar	GDS	Class C	3	728
2	Rameshwar	GDS	Class C	3	728
3	Purnagiri	GDS	Class C	5	0
Total Man Hours					1456
Type C		Hourly Gauge during monsoon for 16 Hours(Semi Skilled).			
NIL					
Type D		Hourly Gauge during monsoon for 8 Hours(Semi Skilled).			
NIL					
Type E		Rainfall/Snowfall Observation twice daily at 0800 Hrs and 1800 Hrs throughout the year (Semi Skilled).			
Sl. No	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Nov 2021 to May 2022	Nov 2021 to May 2022
1	Khetikhan	Rain	Class C	0	546
2	Baijnath	Rain	Class C	0	546
3	Berinag	Rain	Class C	0	546
Total Man Hours					1638
Type F		Watch and Ward Services - 8 hours/day at PHO Sub-Division Office, Tanakpur throughout the year (Semi Skilled).			
Sl. No	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations ( estimated yearly Man-hours)
				Nov 2021 to May 2022	Nov 2021 to May 2022
1	PHO Sub-Division Office, Tanakpur	-	Class C		1456
Total Man Hours					1456
Type G		Cleaning Services - 4 hours per day throughout the year (Un Skilled).			

Sl. No .	Site	Site Type	Area - Class	Existing CWC Manpower Available at Sites	Support Services required for various hydro-meteorological observations (estimated yearly Man-hours)
				Nov 2021 to May 2022	Nov 2021 to May 2022
1	PHO Sub-Division Office, Tanakpur	-	Class C	4	728
<b>Total Man Hours</b>					<b>728</b>

Note: Existing CWC manpower will be available for 8 hrs from 8 AM to 4 PM. The support services required for assisting and supplementing the existing manpower in various observations at the required frequencies as mentioned in the activity schedule at Chapter-2.