

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
MIDDLE GANGA DIVISION-2, LUCKNOW**



NATIONAL COMPETITIVE BID (NCB)

TENDER FOR HIRING OF SUPPORT SERVICES FOR PLYING OF BOATS WITH OB ENGINE, FUEL & WATCH AND WARD OF BOAT FOR HYDROLOGICAL OBSERVATION AT 10 NOS. H.O SITES UNDER MIDDLE GANGA DIVISION-2, CWC, LUCKNOW AND 02 NOS. H.O SITES UNDER MIDDLE GANGA DIVISION-1, CWC, LUCKNOW AND 01 NO. H.O SITE UNDER HIMALYAN GANGA DIVISION, DEHRADUN.

TENDER FORM AVAILABLE ONLINE FROM 10/06/2021 at 15:00Hrs.

LAST DATE FOR SUBMITTING TENDER 22/06/2021 at 15:00 Hrs.

DUE DATE FOR OPENING OF TENDER 23/06/2021 at 16.00 Hrs.

OFFICER INVITING TENDER EXECUTIVE ENGINEER, MIDDLE
GANGA DIVISION-2, CENTRAL WATER
COMMISSION, LUCKNOW

PRICE OF TENDER DOCUMENT NIL

Certified that this tender document contains total No. of 55 pages.

BLANK

INDEX

NOTICE INVITING e-TENDER	Error! Bookmark not defined.
Chapter 1: Instructions to Bidders	Error! Bookmark not defined.
Chapter 2: Activity Schedule & other Requirement	24
Chapter 3: Conditions of Contract	Error! Bookmark not defined.
Chapter 4: Schedule of Requirement	41
Chapter 5: Technical & Financial Bids	42
Chapter 6: Contract Form	46
Chapter 7: Other Standard Forms	48

BLANK



**भारत सरकार
केन्द्रीय जल आयोग
मध्य गंगा मंडल-2, लखनऊ**

For and on behalf of the President of India, Executive Engineer (EE), Middle Ganga Division-2, Central Water Commission, Department of Water Resources, River Development and Ganga, Ministry of Jal Shakti, Kendriya Bhawan, Lucknow invites online e-Tenders comprising of Technical and Financial bids from experienced and eligible bidders for the work of **"Hiring of support services for plying of Boats with OB Engine, fuel watch and ward of boat for Hydrological observation at 10 Nos. HO sites under Middle Ganga Division-2, CWC, Lucknow and 02 Nos. H.O site under Middle Ganga Division-I CWC, Lucknow and 01 No. HO site Himalayan Ganga Division, CWC, Dehradun."**

1. Name of work: **Hiring of support services for plying of Boats with OB Engine, fuel watch and ward of boat for Hydrological observation at 10 Nos. HO sites under Middle Ganga Division-2, CWC, Lucknow and 02 Nos. H.O site under Middle Ganga Division-I CWC, Lucknow and 01 No. HO site Himalayan Ganga Division, CWC, Dehradun.**
2. Earnest Money: **NIL, Bid securing Declaration need to be submitted**
3. Estimated cost: **₹ 96,61,646/-**
4. Performance Guarantee: **3 % of tendered value**
5. Cost of Tender Document: **NIL**

2. Schedule of e-Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	10/06/2021 at 15.00hrs.
TENDER FORM AVAILABLE ONLINE FROM	10/06/2021 at 15.00hrs.
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	22/06/2021 at 15.00 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	22/06/2021 at 15.00 hrs.
DATE AND TIME OF PRE-BID MEETING	15/06/2021 at 12.00 Hrs.
DATE AND TIME OF OPENING OF BIDS	23/06/2021 at 16.00 hrs.
DURATION OF WORK	01/06/2021 to 31/03/2022

PLACE OF OPENING OF BIDS	O/o Executive Engineer, Middle Ganga Division-2, 2 nd Floor, Hall No. 03, Kendriya Bhawan, Secto H, Aliganj, Lucknow
PRICE OF TENDER DOCUMENT:	NIL

3. Tender document can be downloaded from website www.eprocure.gov.in and www.cwc.nic.in from 10/06/2021 (15.00hrs) to 22/06/2021 (15.00hrs). 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 FORM I 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 05 (Five) years to bid in Central Water Commission. The bid unaccompanied by the Bid Security Declaration will be rejected summarily.
 - (ii) A copy of Bid Security Declaration (BDS) may 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.
4. Tender forms completed in all respects should be submitted online only by 15.00 hrs. on 22/06/2021. Offline submission of tender and related documents is not permitted.
5. A pre-bid meeting through virtual mode shall be held at 12.00 hrs on 15/06/2021 at O/o EE MGD-2 Lucknow, to clarify issues or to answer any questions pertaining to the Tender. Vendor are required to contact this Office at eemgd2-cwc@gov.in. Link for the meeting (virtual mode) will be shared.
6. The Technical bid of the tender will be opened online at 23/06/2021 at 16.00 hrs in presence of the bidders who wish to see the online opening of tender or through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
7. 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>.
8. Bids shall be accepted through e-procurement only at e-tendering portal of CPP www.eprocure.gov.in.
9. The Invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below:
 - Chapter-1: Instruction to bidders
 - Chapter -2: Activities schedule and other requirements
 - Chapter -3: Condition of Contract
 - Chapter -4: Schedule of Requirement
 - Chapter -5: Technical & Financial Bid

Chapter- 6: Contract Form

Chapter -7: Other Standard Form


29/06/2021

Executive Engineer

Middle Ganga Division-2

Central Water Commission, Lucknow

Tel No.: 0522-2332525

Fax No.: 0522-2325526

Email: eemgd2-cwc@gov.in

प्रतिलिपि:

1. अधीक्षण अभियंता (समन्वय) ऊपरी गंगा बेसिन संगठन केन्द्रीय जल आयोग, लखनऊ।
2. निदेशक (M&A), केन्द्रीय जल आयोग, लखनऊ
3. अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, देहरादून।
4. अधीशाषी अभियंता, हिमालयी गंगा मंडल, केन्द्रीय जल आयोग, देहरादून।
5. अधीशाषी अभियंता, मध्य गंगा मंडल-प्रथम, केन्द्रीय जल आयोग, लखनऊ।
6. लेखा शाखा, मध्य गंगा मण्डल-द्वितीय, केन्द्रीय जल आयोग, लखनऊ।
7. सूचना पट्ट, मध्य गंगा मण्डल-द्वितीय, केन्द्रीय जल आयोग, लखनऊ।
8. केन्द्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in
9. केन्द्रीय जल आयोग का वेबपोर्टल www.cwc.gov.in

Chapter 1. Instructions to Bidders

1. General

Before submitting the tender, it is presumed that the bidder has understood the exact requirement of the Purchaser and visited hydrological observation sites (and stretch of rivers) mentioned in the tender document run by Central Water Commission to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the bidder in the scope of work and the desired deliverable functionality from the work, he may raise the clarification in writing by the bidder and in turn get that clarified from the purchaser in writing before and during the pre-bid meeting. In case of no such clarification required by the bidder, it will be construed that all the requirements of the purchaser are understood by the bidder.

The general instructions are as given below: -

- (i) No bidder will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- (ii) The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- (iii) Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the bidder may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- (iv) The bidders are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- (v) Each bidder is entitled to submit only one online bid under his digital signature certificate. The tender document is non-transferable.
- (vi) At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- (vii) The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- (viii) The valid means of communications for this tender shall be in writing, through e-mail, fax followed by confirmation by post.
- (ix) It is suggested that the bidders may acquaint themselves with the requirements of the work before submitting the tender. Bidder should visit the different sites before submission of bid.



- (x) No deviation in the payment terms is permissible in the tender. If a bidder does not explicitly agree with the payment terms, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xii) The words 'Bidder' and 'Agency' has been used interchangeably.
- (xiii) Bids shall be submitted online only at CPP portal website URL <https://www.eprocure.gov.in>. Bidder/Agency are advised to follow the instructions provided in the 'Instructions to the Agency/Bidder for the e-submission of the bids online through CPP portal. The tender notice and tender is also available at www.cwc.gov.in.
- (xiv) Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.gov.in shall not tamper/modify the tender form including downloaded price bid (BOQ) template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.
- (xv) Intending bidders are advised to visit again CPPP website <https://eprocure.gov.in> and CWC website www.cwc.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- (xvi) Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- (xvii) For the purpose of this tender the Contract Agreement with the successful bidder shall comprise of:
 - a. The technical bid and financial bid submitted by the bidder online;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

2.1 The following documents are to be furnished **online in the technical bid** part by the Agency as per the tender document:

- a. Signed and scanned copy of PAN, GST Number and TIN Number;
- b. Tender Acceptance Letter (FORM 3 of Chapter 7);
- c. Signed and scanned copy of Income-tax returns of last three years (AY 2017-18, 2018-19 and 2020-21)

- d. Signed and scanned copy of the Certificate of Registration (CoR) and Partnership deed of the Partnership Firm, 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 (Col) and Memorandum of Association (MoA) and Article of Association (AoA) of Company, and signed and scanned copy of the Agreement of Joint Venture(JV); Signed and scanned copy of Audited Annual Financial Statement of last 03 (three) years of the firm/company/LLP/JV.
- e. 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 31st March 2020, 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 31st March 2020 shall be further submitted at the earliest, preferably within 03 (three) months from the date of Award of tender; and in case of bidder fails to submit the audited Annual Financial Statement of the immediate preceding Financial Year ending on 31st March, 2020, his bid may be rejected summarily;
- f. The written power of attorney by the bidder in favour of the authorized signatory signing the bid.
- g. Signed and scanned copy of work orders and experience certificates of services of similar nature in each of the last three Financial Years ie. FY: 2017-18, 2018-19, 2019-20. "Similar nature means services related to providing manpower services or support services in the field of Hydrological Observation".
- h. 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.
- i. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- j. Bank Account details.
- k. Authority to seek references from the bidder's bankers.
- l. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount
- m. Self-certified declaration of not been blacklisted by any Central/ State Govt. / PSU
- n. Any other document in support of the Bid.



2.2 The following documents are to be furnished **online in the financial bid** part by the Agency :-:

- a. scanned copy of Bid Security Declaration with the financial bid
- b. Letter of financial bid
- c. **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 the 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) a LLP registered under 'The Limited Liability Partnership Act 2008'; or
- (iv) an eligible Joint Venture (JV) firm under Indian Laws.

3.2 Bidder should have experience of having successfully completed the services during last 05 (five) years and should be either of the following:

- (i) Three completed services of similar nature* costing not less than the amount equal to 40% of the estimated cost; or
- (ii) Two completed services of similar nature* costing not less than the amount equal to 50% of the estimated cost; or
- (iii) One completed services of similar nature* costing not less than the amount equal to 80% of the estimated cost.

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

3.3 The Bidder shall have permission of the appropriate Government agencies/authorities to operate in the relevant area of services falling under the Uttar Pradesh and Uttarakhand. The successful bidder shall be required to fulfill/complied with all statutory requirements including labour laws prevailing during the operation of contract. In case the services is 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.

3.4 The bidder should have the GST No./PAN/Aadhaar No. at the time of bidding.

3.5 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- A Bidder who submits or participates in more than one Bid shall be disqualified.

- 3.6** Joint Ventures (JV) are allowed and shall submit its full details. Maximum two partner including lead partner is allowed.
- 3.7** The Bidder should not have been blacklisted by any authority and a declaration to this effect shall be submitted with Bid.
- 3.8** 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.
- 3.9** The average annual financial turnover of services during the last three Financial Year should be at least Rs. 32.20 Lakh (33.33% of the estimated cost). Year in which no turnover is shown /indicated would also be considered for working out the average. In case of joint ventures, the cumulative average annual turnover of services during the last three F.Y should be at least equal to Rs. 35.43 Lakh (36.67% 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 immediate preceding year ending on 31st March 2020 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 immediate preceding year ending on 31st 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.
- 3.10** The bidder should have cash flow of 10% 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, the Profit after Tax (PAT) in positive for at least 02 (two) out of the past 03 (three) financial years ending on 31st March 2020.
- 3.11** The condition of prior turnover and prior experience may be relaxed upto 50% of the above mentioned clause 3.3 and 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.

- 3.12** The condition of prior turnover and prior experience will be relaxed upto 50% of the above mentioned clause 3.3 and 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)
- 3.13** 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 Directors or Managing Directors or any person who is figures in Top management etc.) as another Bidder; or
 - (iv) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (v) participate in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved; or
 - (vi) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
 - (vii) 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 submitted:

- 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 (Col) 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 (if applicable);
- 4.5 Copy of work orders and experience related documents 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);
- 4.6 Details of the working capital arrangement of the bidder for the purpose this contract;
- 4.7 Copy of Audited Annual Financial Statement, if applicable, for the last three financial years. However, in case of unavailability of the Audited Annual Financial Statement of the immediate preceding Year ending on 31st March 2020, 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 31st March 2020 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
- 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 bidder, at the bidder's own responsibility is encouraged to visit the site at their own cost and examine the site location 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:

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

8. Workmen Safety and Insurance:

The bidders/Agency, while executing the work shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed for providing support services for plying of Boats with OB Engine, fuel & watch and ward of boat for Hydrological Observation. The bidder shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.

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 under a Division. 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. However, the amount of GST will be re-imbursed to the Bidder/Agency on actual payment proof basis in addition to the evaluated bid amount. Quotation for limited number of sites is not allowed and such bid shall be rejected treating the same as non-responsive. .

10. Bid Security Declaration and Performance Guarantee

10.1 Bid Security Declaration (BSD):-

Bid Security Declaration (BSD) as per Proforma at FORM I 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 for 05 (Five) years to bid in Central Water Commission. The bid unaccompanied by the Bid Security Declaration will be rejected summarily.

10.1.1 The Bidder will be suspended/debarred from participating in any tender of Central Water Commission for a period of 5 years if:

- (i) a Bidder withdraws 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.

10.2 Performance Security: The successful bidder shall furnish Performance Security of an amount of 3% of the contract value within 15 (fifteen) days from the date of award of the

tender and it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency.

10.2.1 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.

10.2.2 Performance security may be furnished in the form of an Account Payee Demand Draft in favour of Executive Engineer, Middle Ganga Division-II, CWC, Lucknow payable at Lucknow or Fixed Deposit Receipt from a Scheduled Commercial Bank or Performance Guarantee from a Scheduled Commercial Bank in a prescribed format as per the proforma at FORM II of Chapter 7 of this tender document.

10.2.3 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 and include:

- (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
- (ix) Performance Security Forms/Bid Security Declaration (BSD).

12. Tendering Process

12.1 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.

12.2 Opening of Bids: Bids will be opened online as per specified place, date and time. Tenders unaccompanied by the BSD shall be archived and will not be opened. Financial Bids in the form of BOQ, of only those bidders who are found technically acceptable would be considered in the presence of bidders or their representatives, who choose to be present online or offline or both.

12.3 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 amount will be automatically calculated by the e-Supply System (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 forgo his BSD. Further, in such circumstance, the Bidder shall not be allowed to participate in the re-tendering process of the same work/services.

12.4 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.

12.5 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 support services to Government/Semi-Government



Agencies/PSUs/ Autonomous or Statutory Bodies. The weightage for the technical evaluation shall be assigned as under:

Table-1

S. No.	Details	Maximum Marks
1.	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 year (Maximum 8 marks to be assigned per year of previous experience): a) Below 33.33% of annual cost of this tender – Nil b) 33.33% upto, but below 40% of annual cost of this tender – 4 marks per year c) 40% upto, but below 50% of annual cost of this tender – 5 marks per year d) 50% upto, but below 60% of annual cost of this tender – 6 marks per year e) 60% upto, but below 70% of annual cost of this tender – 7 marks per year f) 70% upto, but below 80% of annual cost of this tender – 8 marks per year g) 80% or above of annual cost of this tender – 9 marks per year	45 marks
2.	Clean track record of the Firm during the last three years (10/3 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	10 marks
3.	Financial status (Turnover of the firm during the previous three assessment years(2018-19, 2019-20 and 2020-21) (10 marks for each year), as below: a) Average Turnover 33.33% (in case of JV 36.67%) of estimated cost - 20 marks b) > 33.33% - 30 marks	30 marks.
4.	Experience in providing services in Hydro meteorological Observation field	15 marks

- (iii) The financial bids of only those bidders will be opened who will be found technically eligible in technical bids in all respects as per tender document including qualification of the eligibility conditions as mentioned in Clause 2 above of this tender document. All those bidders shall be declared technically eligible for opening of the financial bids, which scores 50 or above marks as per the technical evaluation criteria at **Table-1 above**. In the Financial Bids, the bidder's quoted Service Charges/Administrative Charges necessarily has to be over and above zero percent. Further zero percent includes all derivatives of zero upto 0.9999 and thereof. Any Service Charge adhering to the above guidelines should be considered unresponsive and such bid should not be considered. Further, in case the same lowest rate is quoted by more than one eligible bidder, the selection will be based on the marks obtained by them at the time of Technical Bid Evaluation. However, nothing in this clause or any other clause of the Tender document binds the purchaser to accept the lowest tender or others.

12.6 Award of Work:

The successful Bidder shall furnish the specified Performance Security and sign the Contract Agreement as 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

13.1 GENERAL

- i. Name and address of the purchaser: Executive Engineer, Middle Ganga Division-2, Central Water Commission, 2nd Floor, Hall-3, Kendriya Bhawan, Sec-H, Aliganj, Lucknow (UP)-226024.
- ii. E-Tender number: NIT 02 /W-11011(21)/2/2020-MGD-II/1426-34 Dated 09.06.2021
- iii. Qualification requirements:- As specified in tender document

13.2 PRE-BID MEETING

A Pre bid meeting: The bidder's designated representative may be invited to attend a pre bid meeting on virtual basis which may taken place as per details given below:

15/06/2021 at 12.00 hrs at O/o Executive Engineer, Middle Ganga Division-2, Central Water Commission, Hall No 3, 2nd Floor, Kendriya Bhawan, Lucknow- 226024. Email: eemgd2-cwc@gov.in. Link for the meeting (virtual mode) will be shared on receipt of request.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders who are not able to join prebid meeting may raise their queries through email also before the date of pre-bid meeting.

13.3 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 Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The BSD provided shall also be suitably extended on that scenario.

13.4 SUBMISSION OF BIDS

- i). Only online bids through e-tendering web portal of NIC www.eprocure.gov.in shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 22/06/2021 till 15.00 hrs.



13.5 BID OPENING AND EVALUATION

The Technical bid of the tender will be opened online at 16.00 hrs. on 23/06/2021 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.

13.6 VARIATION IN QUANTITY OF SITES

Percentage of quantity may increase or decrease by 10%.

13.7 SETTLEMENT OF DISPUTES

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 at Lucknow (Executive Engineer, Middle Ganga Division-2, Central Water Commission, 2nd Floor, Hall-3, Kendriya Bhawan, Sec-H, Aliganj, Lucknow (UP)-226024).

13.8 Special instructions to Bidders for Online bid submission :

- 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.

13.9 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.

13.10 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 this 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. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.



Note: “My 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.

13.11 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. Bidder shall prepare the BSD as per the instructions specified in the tender document. The originals BSD will be sent to the Purchaser through Speed Post service of India Post or through authorized Private Courier services or given to the concerned dealing official in person. In any case, it will be ensured by the Bidder that original BSD should reach to the Purchaser, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during online bid submission process and failure/deviation on that account may result in the rejection of the bid.
- iv. 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 may 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.
- v. 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.
- vi. 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).

- vii. 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.
- viii. 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.

13.12 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

14. Description of Service:

- i. **Description of service:** CWC has more than 1600 Hydrological Observation (H.O) sites on rivers in India. Hydro-meteorological observation is to be carried out at these H.O sites for gauge & discharge, and sample collection of silt and water quality including other meteorological parameters. Hiring of support services for plying of Boats with OB Engine, fuel & watch and ward of boat for Hydrological Observation at 10 nos. sites under Middle Ganga Division-2, CWC, Lucknow and 2 nos. site under Middle Ganga Division-I, CWC Lucknow and 01 No. site under Himalyan Ganga Division, CWC, Dehradun mentioned at Chapter 3 "Schedule of Requirements".

- ii. **Background of the Organization and the Project:**

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

- iii. **Purpose/Objectives of the Assignment:** Hiring of support services for plying of Boats with OB Engine, fuel & watch and ward of boat is required to help officials of CWC to carryout Hydrological Observation at designated H.O sites.

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

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

- A. Hydrological data:

- a. The discharge observation will be done at sites by CWC Staff as specified in the Tender document on all working days from 08:00 Hrs onwards by any of the



method like by Boat using of Current-meter or ADCP etc.

- b. Sample collection for silt analysis will be done on all working days by CWC staff along with discharge observation for GDS type of Sites during time of discharge observation.
- c. The agency shall be responsible for providing services of plying of boat with OBE Engine with fuel at the time of Discharge observation and silt sample collection at all 11 sites.
- d. The observation of discharge and silt has to be done on all working days.
- e. The agency shall be responsible for watch and ward of boat of CWC during the contract period.

15. Activity Schedule:

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

Hydrological Observations	
Discharge observation and silt sample collection - by Boat using OB Engine – once in a day starting at 8.00 Hrs. in the morning	(Approximate 2-4 hours)

16. Essential Equipment:

Boat shall be provided by the purchaser and other services like OB Engine of required capacity with Fuel & watch and ward of boat will be provided by the agency.

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

- a. The Bidder will abide by the job safety, insurance, prevalent laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Bidder is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Bidder is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Bidder whose tender is accepted, will be required to furnish:-
 - i. Performance security
 - ii. GST No.
 - iii. Photo copy of company registration certificate in India with permission to operate in Uttar Pradesh/Uttarakhand.
 - iv. Photo copy of PAN Card

- v. Photo copy of Aadhaar No.
 - vi. Any other document required by purchaser.
- e. The Bidder shall abide by all the clauses as mentioned in the tender document.
- f. 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

18. Definitions & Interpretations:

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

EE, MGD-2, CWC, means Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow under jurisdiction of Hydrological Observation Circle, Central Water Commission, Dehradun

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

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

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

Purchaser means 'The President of India' acting through the Executive Engineer, Middle Ganga Division-2, Central Water Commission, Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Lucknow

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

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

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

BOQ: It is the Bill of Quantities in excel format to be downloaded by the bidders from www.eprocure.gov.in and uploaded after filling the rates for specified items against the financial bid.

e-procurement: e-procurements 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 NIC (www.eprocure.gov.in).

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

19. Documents of Contract:

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

20. Interpretations:

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

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

21. Duration of contract:

The period of operation of the contract shall be for 2021-2022 from 01 June 2021 to 31 March, 2022. The duration of contract may be extended for one more year by the Purchaser after the completion based on the satisfactory performance of vendor and after receiving the approval given by competent authority.

22. 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-4 of this tender.

23. Confidentiality

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Purchaser shall not, without the Agency's prior written consent, disclose any documents, data or other information furnished by the Agency in connection with the Contract, and clearly identified in advance by the Agency as being confidential, to parties not directly involved in the project(s) covered by the Contract.

24. General Condition of Contract:

24.1 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.

- 24.2 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.
- 24.3 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.
- 24.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and by State Governments or Public Sector Enterprises or Autonomous/Statutory Bodies/Entities.
- 24.5 Incomplete tenders/tenders without specified BSD shall be rejected.
- 24.6 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.
- 24.7 The Firms shall be registered in India.
- 24.8 Conditional Tenders will be summarily rejected.
- 24.9 Average annual financial turnover of services during the last three Financial Year should be at least 33.33% of the estimated cost. 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 36.67% 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 31st March, 2021 may be submitted subject to the condition that the Audited Annual Financial Statement of the same shall be further submitted at the earliest, preferably within 03 (three) months from the date of Award of the work. However, for the remaining two years prior to immediately preceding year ending on the 31st 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.
- 24.10 The bidder should have the Profit after Tax (PAT) in positive in at least 02(two) out of the last 03 (three) financial years ending 31st March 2021
- 24.11 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.



- 24.12 The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 24.13 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection.
- 24.14 Copies of other documents pertaining to the works will be open for inspection by the bidders at the office of the above mentioned officer. Bidder are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site and river location, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site and river 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.
- 24.15 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.
- 24.16 This office shall not be liable for any financial or any other loss occur to bidder for bidding through NIC CPP portal due to any technical or administrative or any other reasons.
- 24.17 This office shall not be liable for any financial or any other loss occur to bidder due to cancellation of tendering process at any stage by this office.
- 24.18 Upon opening technical bid, in case if the bidder not submitted their credentials and necessary required documents, in suitable time will be given for submission of documents. In case if the parties are failed to submit within the above specified time, their bill be summarily rejected.
- 24.19 Bidding under this Tender is acceptable only through e-procurement.

24.20 Joint Venture:

- 24.20.1** 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.



24.20.2 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 three.
- (iii) A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in
- (iv) The tender shall be submitted only in the name of the JV Firm and not in the name of any constituent member.
- (v) Normally, the BSD shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, the BSD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting the BSD in the name of JV Firm and giving written confirmation from JV members to the effect that BSD submitted by the Lead Member may be deemed as BSD submitted by JV Firm.
- (vi) One of the members of the JV Firm shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each. In case of JV Firm with foreign members, the Lead Member has to be an Indian Firm.
- (vii) A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm 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.
- (viii) 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, the full BSD shall be liable to be rejected.
- (ix) The constitution of the JV Firm shall not be allowed to be modified after submission of tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. 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.
- (x) Similarly, after the award of Contract, the constitution of the JV Firm shall not be allowed to be modified during currency of Contract except when modification becomes inevitable due to succession laws etc. 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.
- (xi) 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.

- (xii) On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies Act or before the Registrar/Sub-Registrar under the Registration Act. This JV Agreement shall be submitted by the JV Firm to Purchaser before signing the contract agreement for the work. In case of failure of the Bidder to comply with this stipulation, the BSD shall be rejected and other penal actions in accordance with the Tender Condition shall be taken against partners of the JV as well as against the JV. 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.

24.20.3 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 Directors of the Company, permitting the company to enter into a JV Agreement, authorizing MD or one of the Directors or Managers of the company to sign JV Agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company;
 - 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.

24.20.4 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.

24.20.5 Financial Eligibility Criteria: The contractual payments/turnover received by the JV Firm or the arithmetic sum of contractual payments received against services by all the members of the JV Firm in any one of last three financial years ending on March 2020 shall be at least 75% of the advertised value of the services as mentioned in the tender. In the remaining years, the overall contractual payments/turnover shall not be less than 50% of the estimated value of the services as mentioned in the tender.

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



25. Special Conditions of Contract:

- 1) The Agency shall provide support services for plying of Boat with OB Engine, fuel & watch and ward of boat in taking hydrological observations being carried out by CWC. The hydrological observation at river sites will be taken by CWC Staff. The size/capacity of OB engine should be sufficient enough to run CWC boat (5.5 m long steel boat having approx weight of 750 Kg) for taking hydrological observation during monsoon as well as non monsoon season.
- 2) No piecemeal Bidding will be allowed and the Bidder has to bid for all Hydrological Observation sites under the Division.
- 3) Monsoon period starts from 1st June and remain operational till end of flood season (i.e. 31st October). The agency will have to provide support services for plying of Boat with OB Engine, fuel & watch and ward of boat for hydrological observation as and when the sites are made available by the purchaser. The payment for the services will be made as per the actual services provided per day.
- 4) The department will provide the Boat and skilled staff/site in charge for taking of discharge silt observation at sites.
- 5) JE/Site-in charge/outsourced supervisor from CWC will supervise the work of the Agency.
- 6) The age of the deployed person should not be less than 21 years. The deployed person should be able to ply the boat with valid licence. He is able to read and write in Hindi/ English and know good swimming skill.
- 7) The Agency shall change the staff in consultation of officer in-charge of CWC.
- 8) CWC will not provide any residential facility to the Agency.
- 9) Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 10) CWC will provide necessary equipment required for hydrological observations other than OB engine. The safety of equipment during observation will be the responsibility of Agency.
- 11) The number of sites shown in tender document is approximate and this quantity may increase or decrease, even during contract period also, as per the requirements without any change in unit price or other terms and conditions.
- 12) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- 13) The Agency has to withdraw such staff who are not found suitable by the office-in charge for any reasons immediately on receipt of such a request.
- 14) The Agency's person shall not claim any benefit/ compensation /absorption/regularization of services in CWC office under the provision of Industrial

Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Agency to this Department.

- 15) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.
- 16) The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter arising under the clause shall be final and binding on the Agency.
- 17) The Agency shall be contactable at all times and messages sent by phone/e-mail/fax/ special messenger from CWC office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 18) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
- 19) The agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
- 20) No payment will be made to the contractor for the period of unavailability of services.
- 21) In case of non-availability of worker because of sickness or any other reason, the service provider will provide his/her replacement to the satisfaction of the department on next working day.
- 22) After the finalization of contract, the service provider will mandatorily notify the official email ID for all further correspondences and also inform regarding the contact persons responsible for official communication on behalf of the bidder.
- 23) The service provider shall be responsible for the safety and watch and ward of the Boat, provided by the department. If Boat is theft or damaged by the staff provided



by the service provider, the charge will be recovered from the agency. For this purpose an indemnity bond has to be signed and furnished by the agency.

- 24) The service provider shall be responsible for the safety and watch and ward of his OB Engine for plying of boat.
- 25) The service provider shall engage the necessary person(s) as required by the Office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim payment towards service.
- 26) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
- 27) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 28) The service charges quoted by the Agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. The Agency shall not assign, transfer or pledge the performance of services.
- 29) If at any stage, the agency is found to be involved in any unfair/ fraudulent practices or nonpayment of due amount as per rule to the Services and on verification by the purchaser, if any such allegation is found to be true, the contract may be terminated at the discretion of the purchaser and the agency will be blacklisted. Any such due payment would be deducted from the running/final bill or performance security of the agency and would be paid to the concerned deployed persons.
- 30) Any dispute arising out of the contract shall be settled within the jurisdiction of Lucknow in case of sites of MGD-I & MGD-II, CWC, Lucknow and within the jurisdiction of Dehradun in case of sites under HGD, Dehradun.
- 31) The safe watch and ward of the boat provided by the department and OB Engine provided by Agency at site will be the sole responsibility of the Vendor. Any loss due to willful damage/missing items will be recovered from performance guarantee.
- 32) The staff to be deputed by the Agency preferably should have skills of swimming in river.
- 33) The staff to be deputed by the Agency shall be physically and mentally fit.

26. Penalty:

- a) In case the supplier is unable to provide services of plying of Boat for hydrological observation, alternate arrangement will be made by the site-in-charge at the cost of Agency. In addition, Performance Security may also be



forfeited as penalty against any default committed by the Agency in its performance obligations.

- b) Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.

A penalty of Rs. 500 per day would be imposed in addition to deduction of proportionate service charges for the day(s), if agency is not able to do services to CWC. The penalty for initial 2(two) days may be waived off by Executive Engineer on genuine justification provided by the agency.

- c) In case of any dispute, the decision of Engineer in Charge will be final and binding.

27. Force Majeure:

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes. However considering the nature of work rainfall and floods will not be considered as Force Majeure.
- b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure, continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure's.

28. Contract Price:

- a. Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account.
- b. The prices should be given as per the format given in the BOQ uploaded.
- c. Taxes as applicable shall be payable.



29. Terms of Payment:

- i. The Agency will submit the bill in triplicate in respect of a particular month by 15th of the succeeding month to respective Executive Engineer, CWC for their sites. The payment of the above work will be released by respective Executive Engineer (10 H.O sites by Executive Engineer, MGD-II, 01 H.O site by Executive Engineer, HGD, Dehradun and 02 H.O sites by Executive Engineer, MGD-I, Lucknow) after submission of claim, complete in all respects such as dated certificate given by the Officer in-charge regarding production of documentary evidence towards plying of boat with OB engine, fuel & watch and ward of boat for Hydrological Observations.
- ii. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, Middle Ganga Division-I &II, CWC, Lucknow/ Executive Engineer, Himalayan Ganga Division, CWC, Dehradun from every payment made under this contract.
- iii. The payment to the agency will be made through e-payment mode.
- iv. Goods and Services Tax (GST) or any other taxes will be reimbursed as per actual on production of receipt as proof of payment.

30. Taxes and Duties:

GST and any other taxes levied on the services rendered by the Agency shall be reimbursed as per actual on production of receipt as proof of payment. The TDS on GST shall be deducted at the rate of 2% on payment made to the supplier (agency) of taxable services, where the total value of such supply under an individual contract exceeds Rs. 2.5 Lakh (as per CBIC, Ministry of Finance notification No. 50/2018-Central Tax dated 13.09.2018) and a TDS certificate would be issued by the deductor in GSTR7A to the deductee. A TDS at the rate of 2% shall be deducted on payment under Section 194C of Income Tax act at the time of making payment and a 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.

31. Advances:

No advance payment will be made by the Purchaser.

32. Release of Claims:

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

33. Observance of Law:

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



- b. The Agency shall protect and indemnify the Purchaser against any claims or liabilities arising from the violation of all any laws by the Agency.
- c. 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.
- d. The resultant contract will be interpreted under Indian laws.

34. Termination of Contract:

a. For Purchaser's convenience

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

b. For Agency's Default

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

c. Termination by Agency

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

- i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
- ii). If the Agency fails to give one month's notice in writing 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.

d. 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.

35. Liquidated Damages:

- a. 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.
- b. 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.
- c. 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.
- d. 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'.

36. Notices:

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

37. Disputes:

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

38. Settlement of Disputes:

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



Chapter 4. Schedule of Requirements

Hiring of support services for Plying of Boats with OB engine, fuel & watch and ward of boat for Hydrological Observation at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow, 02 Nos H.O sites under MGD-I, CWC, Lucknow and 01 nos. site under HGD, Dehradun as mentioned below:

List of H.O Sites

S. No		Sub Division	State	District	River	TYPE OF SITE	Man-days for Plying of boat (per month)	Man-days for watch & ward of boat (per month)	Services of OB Engine
A.	Hydrological Observation Sites under Middle Ganga Division-2, Lucknow								
1.	Garhmukteshwar	MGUR Sub-Division, Moradabad	U.P.	Hapur	Ganga	GDSQ	13	52	Services of OB Engine with fuel required for 4 hrs daily at each of these 13 sites
2.	Anupshahar		U.P.	Bulandshahar	Ganga	GD	13	52	
3.	Basantpur		U.P.	Bijnaur	Ganga	GDSQ	13	52	
4.	Kachhlabridge	MGLR Sub-Division, Bareilly	U.P.	Badaun	Ganga	GDSQ	13	52	
5.	Fatehgarh		U.P.	Farrukhabad	Ganga	GDSQ	13	52	
6.	Bareilly		U.P.	Bareilly	Ramganga	GDSQ	13	52	
7.	Dabri	MGSD Sub-Division, Kanpur	U.P.	Shahjahanpur	Ramganga	GDSQ	13	52	
8.	Ankinghat		U.P.	Kanpur Dehat	Ganga	GDSQ	13	52	
9.	Kanpur		U.P.	Kanpur Nagar	Ganga	GDSQ	13	52	
10.	Bhitaura	U.P.	Fatehpur	Ganga	GDSQ	13	52		
B.	Hydrological Observation Sites under Himalayan Ganga Division, Dehradun								
1.	Haridwar	UGSD, Haridwar	Uttarakhand	Haridwar	Ganga	GDSQ	13	52	
C.	Hydrological Observation Sites under Middle Ganga Division-I, Lucknow								
1.	Regauli	LRGSD, Gorakhpur	UP	Gorakhpur	Ghagra	GDSQ	13	52	
2.	Palikalan	USSD, Haldwani	UP	Lakhimpur Khiri	Sharda	GDSQ	13	52	

Man-days calculation

Man-days for Plying of boat (per month)	Man-days for watch and ward of boat (per month)
$(1 \times 4 \text{ hrs} \times 26 \text{ days}) / 8 \text{ hrs} = 13$	$(2 \times 8 \text{ hrs} \times 26 \text{ days}) / 8 \text{ hrs} = 52$

Chapter 5. Technical and Financial Bids

Technical Bid

Hiring of support services for Plying of Boats with OB engine, fuel & watch and ward of boat for Hydrological Observation at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow, 02 Nos H.O sites under MGD-I, CWC, Lucknow and 01 nos. site under HGD, Dehradun.

Name of Division: Middle Ganga Division-II, Central Water Commission, Lucknow

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

S.No.	Particulars	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 contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN/ Number (copy to be enclosed)	
6.	Aadhar No.	
7.	Goods and Service Tax Registration Number (copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
9.	Length of experience in the field of support services, if any	
10.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the Agency)	
11.	Whether Agency profile is attached?	
12.	Financial turnover of the tendering company/firm/Agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	

The bidder shall also provide following in technical proposals:

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

Signature of the bidder with seal



BLANK



FINANCIAL BID

(To be furnished online in the form of BOQ only.
Offline bids are not acceptable under this contract)

Format of BOQ is given below for illustration.

S.No	Name of sites	Name of Divisions	Unit Price per month in Rs.	Service charge (in Rs)	GST @ 18% in Rs.	Total amount per month in Rs.
1.	Garhmukteshwar	MGD-II, Lucknow				
2.	Anupshahar	MGD-II, Lucknow				
3.	Basantpur	MGD-II, Lucknow				
4.	Kachhlabridge	MGD-II, Lucknow				
5.	Fatehgarh	MGD-II, Lucknow				
6.	Bareilly	MGD-II, Lucknow				
7.	Dabri	MGD-II, Lucknow				
8.	Ankinghat	MGD-II, Lucknow				
9.	Kanpur	MGD-II, Lucknow				
10.	Bhitaura	MGD-II, Lucknow				
11.	Haridwar	HGD, Dehradun				
12.	Regauli	MGD-I Lucknow				
13	Paliakalan	MGD-I, Lucknow				
Total monthly amount						
Total Amount for 10 months (01 June 2021-31 March 2022)						

Chapter 6. Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT is made on the _____ day of _____ (month) 20____ (year) between the President of India acting through **Executive Engineer, Middle Ganga Divison-2, Central Water Commission, Lucknow, Central Water Commission, Department of Water Resources, River Development and Ganga Rejuvenation (DoWR, RD&GR)** (*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 Plying of Boats with OB engine, fuel & watch and ward of boat for Hydrological Observation at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow, 02 Nos H.O sites under MGD-I, CWC, Lucknow and 01 nos. site under HGD, Dehradun, under Executive Engineer, Middle Ganga Divison-2, Central Water Commission, Lucknow** 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:

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

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

Brief description of Work	Amount for 10 months (01June 2021-31 March 2022) (in Rs.)	
	in figures	in words
Hiring of support services for Plying of Boats with OB engine, fuel & watch and ward of boat for Hydrological Observation at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow, 02 Nos H.O sites under MGD-I, CWC, Lucknow and 01 nos. site under HGD, Dehradun.		

4. This contract shall be valid for a period of _____ Year(s) 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 By _____ _____ (Name and Designation) _____ (Address)	Signed for and on behalf of M/s _____ By _____ _____ (Name and Designation), authorized signatory and holder of General Power of Attorney dated_____, executed in accordance with the Resolution No. _____dated_____.
---	--

In the presence of:

Witnesses:

1. Signature, Name, Occupation, Address, Place
2. Signature Name, Occupation, Address, Place



Chapter 7. Other Standard Forms

Form 1

Form of Bid-Securing Declaration

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

Date: *[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:

**Executive Engineer
Middle Ganga Division-2
Central Water Commission
Lucknow**

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter 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.]



Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

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 Plying of Boats with OB engine, fuel & watch and ward of boat for Hydrological Observation at 10 Nos. H.O sites under MGD-2, CWC, Lucknow, 02 Nos H.O sites under MGD-I, CWC, Lucknow and 01 nos. site under HGD, Dehradun**, (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-3

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Middle Ganga Division- II,
CWC, Lucknow

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Services: - **Hiring of support services for Plying of Boats with OB engine, fuel & watch and ward of boat for Hydrological Observation at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow, 02 Nos H.O sites under MGD-I, CWC, Lucknow and 01 nos. site under HGD, Dehradun.**

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/ organisation shall be at liberty to reject this tender/bid including the Bid Security Declaration and suspended me for 03 (Three) years for bidding in Central Water Commission

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form 4:

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CWC.)

This Integrity Agreement is made aton this..... Day of 20.....

BETWEEN

The President of India represented through **Executive Engineer, Middle Ganga Divison-2, Central Water Commission, Lucknow 'Principal/Owner'**, which expression shall unless repugnant to the meaning or context thereof include it successors and permitted assigns)

1 AND

.....
(Name and Address of the Individual/firm/Company)
through..... (Herein after referred to
as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

2 Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No.....) (Herein after referred to as "Tender/Bid") and intends toward, under laid down organizational procedure, contract

for.....(Name of work)

Herein after referred to as the "Contract".

AND WHERE AS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airiness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (here in after referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be reads integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, inconsideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

3 Article 1: Commitment of the Principal/Owner

1) The Principal/ Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:

- I. No employee of the Principal/ Owner, personally or through any of his/ her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- II. The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity

and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- III. The Principal/ Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of a biased nature.
- IV. If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

4 Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder /Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government /Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - a) The Bidder(s) /Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract. The Bidder(s) /Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - b) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s) /Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal /Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c) The Bidder(s) /Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payment she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/ or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

5 Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contractor its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal /Owner's absolute right:

- 1) If the Bidder(s) /Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future on tract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
- 2) Forfeiture of BSD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder (s) from the Tender process prior to the award of the Contractor terminated/ determined the Contractor has accrued the right to terminate/ determine the Contract according to Article 3 (1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the BSD, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.



6 Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

7 Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) /Contractor(s) undertake(s) to demand from all sub contractors a commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal /Owner will enter in to Pacts on identical terms as the new it has Bidders and Contractors.
- 3) The Principal/ Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

8 Article 6-Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/ lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Competent Authority, CPWD.

9 Article 7-Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/ Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

10 Article 8-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above

mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/ Owner)

.....

(For and on behalf of Bidder/ Contractor)

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

