

NATIONAL COMPETITIVE BID (NCB)

TENDER DOCUMENT

FOR

Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

Executive Engineer
Lower Brahmaputra Division
Central Water Commission
Hakimpara, Jalpaiguri

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Tender for "Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri"

TENDER NO: 08/2020-2021/LBD/CWC/JPG; Date. 09.02.2021

OFFICER INVITING TENDER	Executive Engineer Lower Brahmaputra Division Central Water Commission Hakimpara, Jalpaiguri EMAIL ID: ee1bd-cwc@gov.in Ph: 03561-220770 Fax: 03561-230677
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	18:00 hrs. on 09.02.2021
TENDER FORM AVAILABLE ONLINE FROM	18:00 hrs. on 09.02.2021
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	10:00 hrs. on 18.02.2021
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	18.02.2021 upto 11:00 hrs.
DATE AND TIME OF PRE-BID MEETING (VIRTUAL) AT THE FOLLOWING LINK https://meet.google.com/hso-mdxn-rrg	12:00 hrs. on 12.02.2021
DATE AND TIME OF OPENING OF BIDS	19.02.2021 at 12:00 hrs.
PLACE OF OPENING OF BIDS	O/o the Executive Engineer Lower Brahmaputra Division Central Water Commission Hakimpara, Jalpaiguri

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TENDER NO: 08/2020-2021/LBD/CWC/JPG; Date. 09.02.2021

Government of India
Central Water Commission
Executive Engineer
Lower Brahmaputra Division
Hakimpara, Jalpaiguri

NOTICE INVITING e-TENDER

The Executive Engineer (EE), Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri invites on behalf of the President of India, online e-Tenders comprising of Technical and Financial bids from an experienced and eligible Agency for the work **“Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri”**.

1. Name of work: Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri
2. Performance Guarantee: 3% of tendered value.

2. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	18:00 hrs. on 09.02.2021
TENDER FORM AVAILABLE ONLINE FROM	18:00 hrs. on 09.02.2021
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	10:00 hrs. on 18.02.2021
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	18.02.2021 upto 11:00 hrs.
DATE AND TIME OF PRE BID MEETING (VIRTUAL) AT THE FOLLOWING LINK https://meet.google.com/hso-mdxn-rrg	12:00 hrs. on 12.02.2021
DATE AND TIME OF OPENING OF BIDS	19.02.2021 at 12:00 hrs.
PLACE OF OPENING OF BIDS	O/o the Executive Engineer Lower Brahmaputra Division Central Water Commission Hakimpara, Jalpaiguri

3. Tender can be downloaded from website <https://eprocure.gov.in/eprocure/app> and www.cwc.nic.in from **18:00 hrs. on 09.02.2021 to 10:00 hrs. on 18.02.2021**. The tender forms complete in all respects should be submitted online only by **11:00 hrs. on 18.02.2021**. Offline submission of tender is not permitted.

4. The pre-bid meeting (virtual) for the tender will be held on **12.02.2021** at **12:00** hours at the following link <https://meet.google.com/hso-mdxn-rrg>.
5. The Technical bid of the tender will be opened online at **12:00** hrs. in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
6. The NIT and tender can be downloaded from CPPP's e-Tendering portal with <https://eprocure.gov.in/eprocure/app> or www.cwc.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://eprocure.gov.in/eprocure/app>.
7. Bids shall be accepted through e-procurement only at e-tendering portal of CPP <https://eprocure.gov.in/eprocure/app>.
8. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:
Chapter- 1: Instruction to bidders
Chapter -2: Activities schedule and other requirements
Chapter -3: Condition of Contract
Chapter -4: Schedule of Requirement
Chapter -5: Technical & Financial Bid
Chapter-6: Contract Form
Chapter -7: Other Standard Form

Executive Engineer
Lower Brahmaputra Division
Central Water Commission
Hakimpara, Jalpaiguri

Copy for kind information to: -

1. The Superintending Engineer(C), T&BDBO, CWC, Kolkata w.r.t e-office letter no. T-11401/8/2021-TBO dated 02.02.2021
2. The Superintending Engineer, Investigation Circle, CWC, Gangtok – 737102 w.r.t e-office letter no. 9/143/2018-DB/IC/SKM/VOL-IV(Part –I), Dated 03.02.2021.
3. The Director, SM Dte, CWC, New Delhi for kind information with a request to arrange to upload in CWC's website.
4. Assistant Accounts Officer, L.B. Division, CWC, Jalpaiguri
5. Sub-Divisional Engineer (HQ), L.B. Division, CWC, Jalpaiguri

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

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

Chapter 1. Instructions to Bidders

1. General

Before submitting the tender, it is presumed that the tenderer has understood the exact requirement of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. Tenderer is free to ask any clarification in the Pre-bid meeting (virtual) to be held on **12.02.2021** at **12:00** hours at the following link <https://meet.google.com/hso-mdxn-rrg>. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.

The general instructions are as given below:-

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

- (xv) Intending tenderers are advised to visit again Central Public Procurement Portal (CPPP) website URL <https://eprocure.gov.in/eprocure/app> And CWC website www.cwc.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- (xvi) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. the tender form and Financial bid submitted by the tenderer 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

- (i) The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
 - a. Signed and scanned copy of PAN and Tender Acceptance Letter (Form 3 chapter 7).
 - b. Signed and scanned copy of previous three Financial Years (2017-18, 2018-19, 2019-20) Income-tax filed copy/VAT/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
 - c. Signed and scanned copy of audited Balance sheet of last three years.
 - d. Any other document in support of the Bid.

3. Qualification/Eligibility Criteria for the Tenderers:

- i). The Agency should be registered in India with permanent office in India preferably in West Bengal/Sikkim/ Assam.
- ii). The Agency shall have permission to operate and work in West Bengal, Sikkim & Assam by relevant government agencies.
- iii). The bidder should have GST No./PAN/Aadhar No.
- iv). Joint Ventures (JV) shall submit its full details;
- v). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished;
- vi). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract.
- vii). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).
- viii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- ix). Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least **Rs.37,15,720.00 (Rupees thirty seven lakh fifteen thousand seven hundred twenty only)**.
- x). Bidder Should have a Solvency of **Rs. 14,86,288/-** (i.e. 40% of the estimated cost put to tender) (Scanned copy of original Bank Solvency Certificate to be uploaded).

Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licences/registrations:
 - a) GST No.;
 - b) PAN number;
- ii). Bidder should have experience of having undertaken three similar works each cost not less than **40%** of the estimated cost or two similar works each cost not less than **60%** of the estimated cost or one similar work costing not less than **80%** of the estimated cost in last 7 years ending previous day of last date of submission of bids. Documentary evidence to be submitted along-with the bid.
- iii). Copies of work orders and experience in related work for each of the last **7 (seven)** years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- iv). Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- v). Audited financial statements for the last three years **2017-18, 2018-19, 2019-20** (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- vi). Bank Account details;
- vii). Authority to seek references from the bidder's bankers;
- viii). Scanned copy of original current Bank Solvency Certificate for **Rs. 14,86,288/-**
- ix). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- x). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.

4. Site Visit:

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

5. Restrictions regarding Personnel Deployed:

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

6. Workmen Safety and Insurance:

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

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

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

8. Tender Security and Performance Security

i. Bid-Securing Declaration :-

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

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of **3%** of the contract value within **15 days** after notification of the award and it should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the supplier. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

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

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

9. Contents of Tender Document:

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

- (i) Notice Inviting e-Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/
- (x) Bid Securing Declaration

10. Tendering Process

i. Marking and submission of tenders:

Proposals must be submitted online only at CPPP website URL <https://eprocure.gov.in/eprocure/app> before **18.02.2021 upto 11:00 hrs**. Tenderer/Contractor is advised to follow the instructions provided in

the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through CPPP portal <https://eprocure.gov.in/eprocure/app>.

The tenderers should submit both **“Technical bid”** and **“Financial Bid”** online.

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

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

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

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

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

ii. **Opening of Bids:**

The bids shall be opened online on the date and time mentioned in the NIT.

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

iii. **Prices**

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

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

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

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

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

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

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

V. Award of Work

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

11. Bid Data sheet

A: GENERAL

- i). **Name and address of the purchaser:** Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri
- ii). **E-Tender number : 08/2020-2021/LBD/CWC/JPG; Date. 09.02.2021**
- iii). Qualification requirements:-

B: PRE-BID MEETING (VIRTUAL)

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

12.02.2021, 12:00 hrs. : at the following link <https://meet.google.com/hso-mdxn-rrg>

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

C: PREPARATION OF BIDS

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

D: SUBMISSION OF BIDS

- i). Only online bids through e tendering web portal of CPPP <https://eprocure.gov.in/eprocure/app> shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 11:00 hrs. on 18.02.2021

E: BID OPENING AND EVALUATION

- i). The Technical bid of the tender will be opened online at **12:00 hrs. on 18.02.2021** in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.

F: Variation in quantity of sites

- i). Percentage of quantity of sites may increase or decrease by 10%.

G: Variation in quantity of support service

- i). Quantity of support service at any site may be increased or decreased depending upon requirement of the purchaser.

H: Settlement of Disputes

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

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

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Chapter 2. Activity schedule and other requirements

13. Description of Service:

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

- ii) Background of the Organisation and the Project:

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

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

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

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

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

A. Hydrological data:

- a. Gauge observation- Three times at 0800 hrs, 1300 hrs and 1800 hours in general and Hourly in monsoon season.
- b. Discharge observation- once daily in the morning daily (except Sunday & Govt. Holiday).
 - i. By Wading
 - ii. By Boat
 - iii. From Bridge
 - iv. By any other standard method
- c. Water quality- Water sample collection- once in a month.
- d. Silt analysis- Silt sample collection – once daily (except Sunday & Govt. Holiday).

- e. Rainfall Observation
- f. Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.

14. Activity Schedule:

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

The observation of Gauge data has to be done on all days including Sundays and holidays every month.

Type of observation	Tentative Time required for Data collection
A. <u>Hydrological DataCollection</u>	
(i) Gauge Observation- Hourly in Monsoon season, Thrice daily in non-monsoon season at 8:00 hrs, 13:00hrs and 18:00 hrs. The Gauge observation will also take place during Sunday and holidays.	Approximate One hour per gauge reading which will include the time required to reach the gauge site, reading the gauge and recording the same in office
(ii) Discharge Observation-	Once daily at 0800 hours
a) By wading	Approximate Four hours per discharge observation
b) From bridge	Approximate Four hours per discharge observation
c) By boat	Approximate Four hours per discharge observation
d) By Slope Area method	Approximate Four hours per discharge observation
e) By ADCP	Approximate Four hours per discharge observation
f) By Cable way	Approximate Four hours per discharge

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	observation
B. <u>Water quality sample collection and Silt Data sample collection</u>	
Water quality sample collection and analysis- Once in 10 days and at other times, as and when required	Two hours would be required for analysis, however, sample may be collected during the Discharge Observation data collection
Silt data sample collection and analysis- Once daily and at other times, as and when required	Two hours would be required for analysis, however, sample may be collected during the Discharge Observation data collection
C. Meteorological Observations	
Rainfall- Hourly during monsoon and twice daily during non-monsoon period at 8:00 hrs and 18 Hrs.	No additional time would be required as the same may be collected during the Gauge Observation data collection
Max & Min Temperature-	No additional time would be required as the same may be collected during the Gauge Observation data collection
D) Miscellaneous work	
Maintenance and cleanliness of site, maintaining approach path, maintaining equipment in running condition, checking of zero gauge, taking cross sections shifting of Gauges & target poles as and when required and other activities such as maintenance of records etc as per direction setc	Within allocated 8 Hrs as and when time permits.

15. Essential Equipment:

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

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

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

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

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

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

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

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, LBD, CWC, Jalpaiguri means Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri, under T&BDBO, CWC, Kolkata.

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

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

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

The Purchaser is: The President of India through the Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri.

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

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

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

e-procurement: e-procurement is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of CPPP (<https://eprocure.gov.in/eprocure/app>).

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

19. Documents of Contract:

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

20. Interpretations:

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

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

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 from 01.04.2021 or actual date of commencement whichever is later to 31.03.2022 which may be extended upon mutual consent between the purchaser and the contractor for a period of one year.

Programme of services:

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

22. Confidentiality:

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

23. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of West Bengal/ Assam.
- 2) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 3) The Agency should be registered in India with permanent office in India preferably in West Bengal/ Assam.
- 4) The Agency should have an experience in handling manpower in last three years having turnover of **Rs.37,15,720.00** per year.
- 5) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postpone any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 6) 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.

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- 7) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.
- 8) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web.
- 9) Bidding only through e-procurement is acceptable under this contract.

24. Special Conditions of Contract:

- 1) The Agency shall provide support in taking hydrological observations being carried out by CWC staff (where available) and at those sites where no CWC staff is posted, the data shall be cross checked by responsible CWC official at any time during the period of contract. The hydrological observation at river sites is taken as per the prevalent norms of CWC (Annexure-I).
- 2) It is not allowed by the Tenderer to bid in piece meal manner. Tenderer has to bid for all Hydrological Observation sites under one division (one Package). He is free to bid for more than one division. Each Division is treated as one package.
- 3) The department will provide the necessary registers for record keeping. The Agency must enter the observed data in the register immediately after taking observation.
- 4) The observed data must not be revealed to any other person in any form.
- 5) CWC staff (where available) will supervise the staff of the Agency. At those sites, the CWC staff will take hydrological observation of river at site and will be overall in-charge of those sites. The Agency will provide support service to CWC staff in taking hydrological observations of rivers at particular site. Where there is no CWC staff available, the support service personnel will take hydrological observation of river at site upon guidance of the responsible CWC officials/JEs/SDEs (who will visit the sites as per requirement).
- 6) The Agency shall change the staff in consultation of officer in-charge of CWC.
- 7) CWC will not provide any residential facility to the Agency.
- 8) Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 9) CWC will provide all equipment required for hydrological observations. The safety of equipment during observation will be the responsibility of Agency. After data observation, the Agency has to return the equipment back to CWC staff posted at site.
- 10) 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.

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Similarly, quantity of support service at any site may be increased or decreased depending upon requirement of the purchaser.

- 11) 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.
- 12) There is no Master and Servant relationship between the employees of the Agency and this office.
- 13) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from Lower Brahmaputra Division, CWC, Jalpaiguri 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.
- 14) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
- 15) The Agency's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them. The Agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the Agency.
- 16) 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.
- 17) 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.
- 18) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 19) The service charges/rates quoted by the Agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 20) That on the expiry of the agreement as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.
- 21) Any dispute arising out of the contract shall be settled within the jurisdiction of Kolkata only.
- 22) During monsoon season the necessary material such as umbrella, rain coat, gum boot, torch, etc. need based to be provided by the Purchaser.
- 23) The staff to be deputed by the Agency should have good skills of swimming in river.
- 24) The staff to be deputed by the Agency shall be physically and mentally fit.
- 25) For different works minimum number of personnel shall be provided by the Agency as per **enclosed Annexure –I** and their presence at time of observation will be ensured by site in-charge.

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- 26) Although the tender is meant for hiring of support service, still The contractor will be required to pay minimum wages for semi-skilled workers as per industrial rate vide Ministry of Labour and Employment, Govt. of India Notification No 1/20(01)/2020-LS-II dated: 12.10.2020 for 'C' area, on pro rata basis (depending on the deployment in terms of hours less than normal working hours in a day) and the payment to the engaged personnel must be deposited in their bank accounts. The Contractor will also ensure the required subscription of EPF, ESI and other liabilities as prescribed in the prevailing rules, which is to be deposited in the account of concerned personnel. Necessary documents to these effects are to be attached with the bill.
- 27) Penalty:
- a) In case the supplier is unable to provide support services for hydrological observation, alternate arrangement will be made by the site-in-charge at the cost of Agency. In addition Performance Security may also to be forfeited.
 - 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.

25. 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.

26. Contract Price:

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

27. Terms of Payment:

- a. The Agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month to Executive Engineer, Lower Brahmaputra Division, CWC, Jalpaiguri. The payment will be released after submission of claim, complete in all respects supported with documentary proof for making payment of minimum wages including EPF, ESIC as mentioned in sl no. 26 of clause no. 24 of this tender document complete in all respects with dated, certificate given by the Officer-in-Charge regarding production of documentary evidence toward support services of Hydrological Observations.

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- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, Lower Brahmaputra Division, CWC, Jalpaiguri from every payment made under this contract.
- c. The payment shall be made through e-payment only and within ten days of submission of bill.
- d. GST or any other taxes will be reimbursed as per actual on production of proof.
- e. Payments to the Agency would be strictly on the basis of certification by the officer/site Incharge that services are satisfactory and as per the services rendered by the agency subject to production of the documents as mentioned at sl no. (a) above.

28. Taxes and Duties:

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

29. Advances:

No advance payment will be made by the Purchaser.

30. Release of Claims:

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

31. Observance of Law:

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

32. Termination of Contract:

- a. *For Purchaser's convenience*
The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.
- b. *For Agency's Default*
 - i. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Agency becomes bankrupt or insolvent

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- ii. If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Agency neglects its obligations under this contract.
 - iv. If the Agency has furnished any false document.
 - II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.
- c. **Termination by Agency**
The Agency can terminate the contract with 30 days' notice only in case:
 - i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
 - ii). If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the office shall be forfeited.
- d. **On every termination**
 - I. The Agency shall cease further work.
 - II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Agency. The decision of the purchaser shall be final in this respect.

33. Liquidated Damages:

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

34. Notices:

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

35. 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).

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36. 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.

1. Entitlement on Tours for the personnel deployed by bidder for Hydro-meteorological work

The TA and DA equivalent to regular workcharged employee of particular area in each lot for the personnel deployed by bidder for Hydro-meteorological work will be reimbursed to the bidder along with monthly bill on production of approved tour program by Engineer-in-charge and receipt of the journey.

2. Trainings

The successful bidder has to provide one week trainings to its personnels in the field of Hydro-meteorological observations, record keeping and maintenance of sites before actual deployment. The training will be imparted division wise under each lot.

3. Service Office

The Successful bidder has to open an office at each division headquarter level under each lot after signing of the contract before actual deployment and intimation of same shall be furnished to Engineer-in-charge.

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Chapter 4. Schedule of requirements

Name of Work: Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri
Name of Organisation: Teesta & Bhagirathi Damodar Basin Organisation, Central Water Commission, Kolkata

(I) Name and Address of Division :Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri

Sl.No	Name of site	Type of office/ Site	Details of Work
1	SULDAGIRI (DEOCHARAI)	GWQ	- Gauge – Three times at 0800 hrs, 1300 hrs and 1800 hours in general and hourly in monsoon - Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.
2	SHALADANG (CHILAKHANA)	GDWQ	- Gauge observation- Three times at 0800 hrs, 1300 hrs and 1800 hours in general and Hourly in monsoon season. - Discharge observation- once daily in the morning starting at 0800 hrs. (except Sunday & Govt Holiday) - Water quality- Water sample collection- once in a month. - Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.
3	AMBARI	GDWQ	
4	BALADOBA	GDWQ	
5	SINGHIMARI	GDSWQ	- Gauge observation- Three times at 0800 hrs, 1300 hrs and 1800 hours in general and Hourly in monsoon season. - Discharge observation- once daily in the morning starting at 0800 hrs. (except Sunday & Govt Holiday) - Silt analysis- Silt sample collection –daily (except Sunday & Govt. Holiday). - Water quality- Water sample collection- once in a month. - Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Chapter 5. Technical and Financial Bids

Technical Bid

Name of Work: Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

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

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

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

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

The bidder shall also provide following in technical proposals:

- A: The Agency's Bid Cover Letter (including eligibility, following Code of Integrity in Public Procurement - CIPP);
- B: Power of attorney if any;
- C: Qualification Information with enclosures;

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

- D: 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
- E: Enclosures: Cost of Bid/Bid Processing Fee/Bid Security Declaration.

Signature of the bidder with seal

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

FINANCIAL BID

Name of Work: Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

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

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

Sl. No	Name of site	Type of office/ Site	Details of Work	Amount inclusive GST (Rs.)
1	SULDAGIRI (DEOCHARAI)	GWQ	- Gauge – Three times at 0800 hrs, 1300 hrs and 1800 hours in general and hourly in monsoon - Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.	
2	SHALADANG (CHILAKHANA)	GDWQ	Gauge observation- Three times at 0800 hrs, 1300 hrs and 1800 hours in general and Hourly in monsoon season.	
3	AMBARI	GDWQ	Discharge observation- once daily in the morning starting at 0800 hrs. (except Sunday & Govt Holiday)	
4	BALADOBA	GDWQ	- Water quality- Water sample collection- once in a month. - Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.	
5	SINGHIMARI	GDSWQ	- Gauge observation- Three times at 0800 hrs, 1300 hrs and 1800 hours in general and Hourly in monsoon season. - Discharge observation- once daily in the morning starting at 0800 hrs. (except Sunday & Govt Holiday) - Silt analysis- Silt sample collection –daily (except Sunday & Govt. Holiday). - Water quality- Water sample collection- once in a month. - Other works such as cleaning, dusting of sites premises, maintenance of gauge etc.	
			Grand Total (Rs.)	

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Chapter 6. Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpura, Jalpaiguri (Name of purchaser) (hereinafter "the Purchaser") of one part and (Name of Agency) of..... (City and Country of Agency) (hereinafter called "the Agency") of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri and has accepted a Tender by the Agency for the supply of services in the sum (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. the tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Agency are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC,		

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Jalpaiguri		
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TOTAL VALUE:

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

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

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Chapter 7. Other Standard Forms

Form 1 BID Securing Declaration

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

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *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 ventures specify the name of the Joint Venture as Bidder

**: Persons 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.]

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

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

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

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

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

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

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

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Form 3

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Lower Brahmaputra Division,
CWC, Hakimpara, Jalpaiguri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Services: - Hiring of support services for Hydrological Observations on various Rivers Sites in India under Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

(Tender No. 08/2020-2021/LBD/CWC/JPG; Date. 09.02.2021)

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

Executive Engineer
Lower Brahmaputra Division
Hakimpara, Jalpaiguri

This Tender document contains 40 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :

Tender for Hiring of Hiring of Support Services at 5 nos. new sites under DWRIS scheme in connection with hydro-meteorological observation and other ancillary works thereupon during Non-monsoon & Monsoon period for the FY: 2021-22 in Assam, West-Bengal under Lower Brahmaputra Division, CWC, Jalpaiguri

Annexure-I

Minimum number of support service personnel to be deployed for Hydrological Observation & allied works at various locations under LBD, CWC, Jalpaiguri

Period of work : From 01ST April, 2021 to 31st March, 2022

For Monsoon Season							
Sl No.	Site name	Site type	Support services	Hours	man-hours	days	Total Man hours
1	Ambari	GDQ-T	2	8	16	184	2944
			4	4	16	149	2384
2	Shaladang (Chilakhana)	GDQ-T	2	8	16	184	2944
			3	4	12	149	1788
3	Suldagiri	GQ	3	8	24	184	4416
			0	4	0	149	0
4	Baladoba*	GDQ	2	8	16	184	2944
			3	5	15	149	2235
5	Singhimari	GDSQ	3	8	24	184	4416
			4	4	16	149	2384
Total							26455

For Non-Monsoon							
Sl No.	Site name	Site type	Support services	Hours	man-hours	days	Total Man hours
1	Ambari	GDQ	1	8	8	181	1448
			3	4	12	149	1788
2	Shaladang (Chilakhana)	GDQ	1	8	8	181	1448
			2	4	8	149	1192
3	Suldagiri (Deocharai)	GQ	1	8	8	181	1448
			0	4	0	149	0
4	Baladoba	GDQ	0	8	0	181	0
			3	4	12	149	1788
5	Singhimari	GDSQ	1	8	8	181	1448
			4	4	16	149	2384
Total							12944

TOTAL (Monsoon + Non-monsoon) = **39399**