

NATIONAL COMPETITIVE BID (NCB)
TENDER DOCUMENT
FOR
HIRING OF SUPPORT SERVICES FOR
HYDROLOGICAL OBSERVATION ON VARIOUS RIVERS



GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
Meghna Division, Central Water Commission,
Silchar- 788006 (Assam)

June, 2019

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

Meghna Division, Central Water Commission,
Silchar- 788006 (Assam)



TENDER FOR HIRING OF SUPPORT SERVICES FOR HYDROLOGICAL
OBSERVATIONS ON VARIOUS RIVERS

TENDER NO: MD/SIL/DB-47(A)/2019/1032-36

Date: 07/06/2019

1.	Officer Inviting Tender	Executive Engineer, Meghna Division, Central Water Commission, Silchar-788006 (Assam) E-mail: eemd_cwc2008@rediffmail.com, eemd-cwc@nic.in
2.	Name of Work	Tender For Hiring of Support Services for Hydrological Observations on Various Rivers under Meghna Division, CWC, Silchar
3.	Estimated amount (approx)	Rs. 76,04,230/- (Rupees Seventy Six Lakh Four Thousand Two Hundred and Thirty) only.
4.	Earnest Money Deposit	Rs.1,52,100/- (Rupees One Lakh Fifty Two Thousand One Hundred) only
5.	Performance Guarantee	5 % of tendered and accepted value of work
6.	Cost of Tender Document	Rs. 1000/- (Rupees One Thousand) only. Non-refundable and Non-transferable by Demand Draft only in favour of Executive Engineer, Meghna Division, CWC, Silchar payable at SBI, Silchar.
7.	Date of Sale of NIT	The NIT forms can be purchased from the office of the Executive Engineer, Meghna Division, CWC, Silchar from 07.06.2019 to 15.06.2019 between 11:00 hrs to 16:00 hrs on all working days. In case tender form is downloaded, DD of Rs. 1000/- should be attached with the tender document, else the tender will not be accepted.
8.	Last Date of Receipt of NIT	17.06.2019 up to 17:00 hrs.
9.	Date of Opening of NIT	18.06.2019 at 11:00 hrs at office of Executive Engineer, Meghna Division, CWC, Silchar
10.	Tender Form Available On	www.cwc.gov.in , www.eprocure.gov.in and can also be purchased directly from the O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006.
11.	Place of Opening of Bids (offline)	O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006.

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Government of India
Central Water Commission
Meghna Division, CWC, Silchar- 788006



Notice Inviting Tender

On behalf of the President of India, **Executive Engineer, Meghna Division, Central Water Commission, Silchar** invites bids offline by tendering from the eligible bidder(s) for the following work :-


Name of work	"Hiring of support services for Hydrological Observations on various Rivers".
Estimated Cost	Rs. 76,04,230/- (Rupees Seventy Six Lakh Four Thousand Two Hundred and Thirty) only.
Earnest Money Deposit	Rs.1,52,100/- (Rupees One Lakh Fifty Two Thousand One Hundred) only
Performance Guarantee	5 % of tendered and accepted value of work
Cost of Tender Document	Rs. 1000/- (Rupees One Thousand) only.

1) Schedule of Tender

1.	Officer Inviting Tender	Executive Engineer, Meghna Division, Central Water Commission, Silchar-788006 (Assam) E-mail: eemd_cwc2008@rediffmail.com, eemd-cwc@nic.in
2.	Name of Work	Tender For Hiring of Support Services for Hydrological Observations on Various Rivers under Meghna Division, CWC, Silchar
3.	Estimated amount (approx)	Rs. 76,04,230/- (Rupees Seventy Six Lakh Four Thousand Two Hundred and Thirty) only.
4.	Earnest Money Deposit	Rs.1,52,100/- (Rupees One Lakh Fifty Two Thousand One Hundred) only
5.	Performance Guarantee	5 % of tendered and accepted value of work
6.	Cost of Tender Document	Rs. 1000/- (Rupees One Thousand) only. Non-refundable and Non-transferable by Demand Draft only in favour of Executive Engineer, Meghna Division, CWC, Silchar payable at SBI, Silchar.
7.	Date of Sale of NIT	The NIT forms can be purchased from the office of the Executive Engineer, Meghna Division, CWC, Silchar from 07.06.2019 to 15.06.2019 between 11:00 hrs to 16:00 hrs on all working days. In case tender form is downloaded, DD of Rs. 1000/- should be attached with the tender document, else the tender will not be accepted.
8.	Last Date of Receipt of NIT	17.06.2019 up to 17:00 hrs.
9.	Date of Opening of NIT	18.06.2019 at 11:00 hrs at office of Executive Engineer, Meghna Division, CWC, Silchar
10.	Tender Form Available On	<u>www.cwc.gov.in</u> , <u>www.eprocure.gov.in</u> and can also be purchased directly from the <i>O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006.</i>
11.	Place of Opening of Bids (offline)	<i>O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006.</i>

- 2) Tender can be downloaded from website, www.eprocure.gov.in and www.cwc.nic.in from 07/06/2019 to 17/06/2019 (upto 15:00 hrs). But tender will be opened only after following payment is made :-
- (i) Rs. 1000/- as cost of tender through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer, Meghna Division, CWC, Silchar- 788006 , CWC payable at Silchar.
 - (ii) Rs. 1,52,100/- (Refundable) as Earnest Money Deposit (EMD) of tender shall be deposited only in the prescribed form of Crossed Bank Demand Draft/ FDR of Scheduled Bank, in favour of the Executive Engineer, Meghna Division, CWC, Silchar- 788006 , CWC payable at Silchar.
 - (iii) The cost of tender and Earnest Money Deposit (EMD) has to be submitted before due date and time of receipt of offline bids. (i.e. before 17/06/2019 upto 17:00 hrs).
- 3) The tender forms complete in all respects should be submitted offline only up to 17:00 hrs on 17/06/2019.
- 4) The pre-bid meeting for the tender will be held on 11/06/2019 at 11:00 hours at the Office of the Executive Engineer, Meghna Division, CWC at Silchar.
- 5) The Technical bid of the tender will be opened offline on 18.06.2019 (at 11:00 hrs) in presence of the tenderers who wish to see the opening of tender offline through their authorized representative who may choose to attend offline opening in this office. **The date and time of opening of financial bids will be intimated later.**
- 6) The Estimated Tender Cost is valid for hiring for the period from 1st May, 2019 to 31st March, 2020 on actual basis and Tendered amount would be reduced on monthly/daily pro-rata basis, based on the delay in hiring beginning from 1st May 2019.
- 7) The NIT and tender can be downloaded from www.cwc.gov.in or www.eprocure.gov.in.
- 8) **Bidders should submit the Technical and Financial Bid together in separate sealed envelopes before last date of submission of offline bid i.e. 17.06.2019 upto 17:00 hrs. Financial Bids of only those bidders would be considered who qualify the Technical Bid stage. Date and time of opening of Financial Bid will be intimated later.**
- 9) The Invitation to 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


(Dipankar Das)
Executive Engineer
Meghna Division, CWC,
Silchar-788006 (Assam)

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 to be held on 11/06/2019 at 11:00 hrs at the Office of the Executive Engineer, Meghna Division, CWC at Silchar. 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) Tender may be dropped in the Tender box kept in the *O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006.* or may be sent by the registered post/speed post to reach on or before the date and time stipulated for receiving the Tender. No Tender/Bid will be entertained after the stipulated time. The tender document is also available at www.eprocure.gov.in and www.cwc.gov.in.
- (xiv) Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.gov.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be

tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- (xv) Intending tenderers are advised to visit again, CWC website www.cwc.gov.in and CPPP website <https://eprocure.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, Technical and Financial bid submitted by the tenderer offline.
 - 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 offline 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 (2015-16, 2016-17, 2017-18) 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. Self certified declaration of not been blacklisted by any Central/State Govt./PSU
 - e. Self certified declaration regarding any litigation or arbitration resulting from contracts completed or ongoing under the execution of the agency over the last five years.
 - f. Copies of work order and experience of Similar works (supply of man power in the past to Govt. Departments) for each of the last three years and details of services underway or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
 - g. Agency should also provide an undertaking that they will comply with all relevant statutory norms for supply of labour.
 - h. Documentary proof related to permanent office of the agency in any of the northeastern states of India.
 - i. Any other document in support of the Bid.
- (ii) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, Meghna Division, CWC, Silchar- 788006.
 - a. Cost of the tender amounting to Rs. 1000/-
 - b. EMD of Rs. 1,52,100/-
 - c. Technical and Financial Bids sheets (given in chapter 5 of this tender Document) shall be supplied in one big sealed envelope containing two small sealed envelopes having Technical & Financial bids sheet. Each envelope shall clearly marked "Technical bid sheet" and "Financial bid sheet". Bigger envelope shall be marked as "Technical and Financial Bid of Tender for Hiring of support service of Hydrological observation at various sites under Meghna Division, CWC, Silchar"

3. Qualification/Eligibility Criteria for the Tenderers:

- i). The Agency should be registered in India with permanent office in any of the northeastern states of India. The agency should be registered with concerned Government authorities for supply of labour. Agency shall provide copies of firm registration. Agency should also provide an undertaking that they will comply with all relevant statutory norms.
- ii). The Agency shall have permission to operate and work in Assam and Tripura by relevant government agencies.
- iii). The bidder should have GST No./PAN/Aadhaar 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). The agency should have experience of similar works (supply of man power in the past to Govt. Departments/PSUs) for minimum 3 (Three) years, cost of such work executed each year should be at least 40% of the estimated cost i.e. Rs. 30,50,000/-
- viii). 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).
- ix). 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.
- x). 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. 1.53 Crores.
- xi). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).

4. Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/registrations:
 - a) GST No.;
 - b) PAN number;
- ii). Total monetary value of services performed for each of the last three years;
- iii). Copies of work orders and experience in related work for each of the last three years and details of services 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 2015-16, 2016-17 & 2017-18 (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- vi). Bank Account details;
- vii). Authority to seek references from the bidder's bankers;
- viii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- ix). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.
- x). Joint Ventures (JV) shall submit its full details and if applicable, Power of Attorney needs to be provided.
- xi). Details/certificate of near relative working in any offices under B&BBO, CWC, Shillong.

5. 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.

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 tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

7. Restrictions regarding Personnel Deployed:

The 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/Aadhaar Card/Election Card/Ration Card/Driving License etc).

8. 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.

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 bids as per activity schedule described in chapter 2, 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.

10. Tender Security and Performance Security

i) Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, Meghna Division, CWC, Silchar- 788006 payable at Silchar or in the form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD shall be forfeited if:

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

Refund of EMD

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

ii) Performance Security

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

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Meghna Division, CWC, Silchar- 788006 payable at Silchar 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.

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 Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.

- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security (EMD).

12. Tendering Process

i. Marking and submission of tenders:

Tender may be dropped in the Tender box kept in the *O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006* or may be sent by the registered post/speed post to reach on or before the date and time stipulated for receiving the Tender. No Tender/Bid will be entertained after the stipulated time. The tender document is also available at www.eprocure.gov.in and www.cwc.gov.in.

The tenderers should submit both "Technical bid" and "Financial Bid" offline. The EMD should be sealed in envelope duly marked as "EMD" and must reach office of Executive Engineer. Tenders of bidder whose EMD would not reach in time will not be opened.

Intending tenderers are advised to visit again, CWC website www.cwc.nic.in and CPPP website <https://eprocure.gov.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 offline in the *O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006* on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically acceptable would be considered. Date and time of opening of Financial Bid will be intimated later.

iii. Prices

Prices quoted by the tenderer shall be fixed during the contract. Rates to be quoted by the tenderer should be inclusive of all other taxes (if any), except Goods and Services Tax (GST). GST 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.

13. Bid Data sheet

A: GENERAL

- i). Name and address of the purchaser: Executive Engineer, Meghna Division, CWC, Silchar- 788006 (Assam)
- ii). E-Tender number: - MD/SIL/DB-47(A)/2019/1032-36 Date-07-06-2019
- iii). Qualification requirements:-

B: PRE-BID MEETING

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:

11/06/2019 at 11:00 hrs at Office of the Executive Engineer, Meghna Division, CWC, Silchar- 788006 (Assam) 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. The EMD provided shall also be suitably extended.

D: SUBMISSION OF BIDS

- i) Tender may be dropped in the Tender box kept in the *O/o Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006*. or may be sent by the registered post/speed post to reach on or before the date and time stipulated for receiving the Tender. No Tender/Bid will be entertained after the stipulated time. The tender document is also available at www.eprocure.gov.in and www.cwc.gov.in.

- ii) Last date and time for bid submission is 17/06/2019 upto 17:00 hrs

E: BID OPENING AND EVALUATION

The Technical bid of the tender will be opened offline on 18.06.2019 at 11:00 hrs in presence of the tenders who wish to see the offline opening of tender or offline through their authorized representative who may choose to attend opening in *O/o the Executive Engineer, Meghna Division, CWC, Main Link Road, Opp lane-2, Silchar, Cachar, Assam-788006*

The time of opening of sealed envelope of financial bids will be intimated later.

F: Variation in quantity of sites

Quantity of sites may increase or decrease.

G: Settlement of Disputes

In the event of any disputes, differences, controversies or claim arising out of or in connection with contract or the breach, termination or invalidity thereof the parties shall in first instance endeavor to amicably resolve/reconcile by mutual discussion/reconciliation in good faith. If the disputes, differences relating to contract cannot be resolved within 60 days of commencement of reconciliation, discussion, in such cases the same shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprise to be nominated by the secretary to the Govt. of India in-charge of the Department of Public Enterprise. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration to this clause. The award of arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal & Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively.

Chapter 2. Activity schedule and other requirements

14. 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 rain gauge 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 unskilled 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 08:00 hrs, 13:00 hrs and 18:00 hours in general and Hourly in monsoon season.
- b. Discharge observation- once daily in the morning in working days
 - i. By Wading
 - ii. By Boat
 - iii. From Bridge
- c. Water quality- Water sample collection- once in 10 days or once in a month
- d. Silt analysis- Silt sample collection – once daily in working days

15. Activity Schedule:

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

Type of observation	Tentative Time required for taking data
A. Hydrological Data Collection	
a. Gauge observation- daily three times at 08:00 hrs, 13:00 hrs and 18:00 hours in non-monsoon and hourly in monsoon.	Approximate One hour per gauge reading (Going to gauge site and reading the gauge and recording the same in office)
b. Discharge observation-	once daily at 08:00 hours
i. By wading	Approximate Four hours per discharge observation.
ii. From bridge	Approximate Four hours per discharge observation.
iii. By boat	Approximate Four hours per discharge observation.
B. Water quality and Silt Data Collection	
a. Water quality- Water sample collection- once in 10 days/month.	Taken during observation of Discharge and requires no additional time.
b. Silt analysis- Silt sample collection – once in a day	Taken during observation of Discharge and requires no additional time.

16. Essential Equipment:

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

17. 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 Aadhaar No.
 - vi. Self certified declaration of not been blacklisted by any Central/State Govt./PSU
 - vii. Self certified declaration regarding any litigation or arbitration resulting from contracts completed or ongoing under the execution of the agency over the last five years.
 - viii. Copies of work order and experience of Similar works (supply of man power in the past to Govt. Departments/PSUs) for each of the last three years and details of services underway or contractually committed; and names and address of clients who may be contacted for further information on those contracts.

- ix. Any other documents required by purchaser
 - e. To abide by all the clauses as mentioned in the tender document.
18. 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

Chapter 3. Conditions of Contract

19. 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, Meghna Division, CWC, Silchar- 788006 (Assam) means Executive Engineer, Meghna Division, Central Water Commission, Silchar- 788006 under Brahmaputra & Barak Basin Organisation, CWC, Shillong.

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, Meghna Division, CWC, Silchar- 788006 (Assam).

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.

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

20. 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.

21. 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.

22. Duration of contract:

The period of operation of the contract shall be from May 2019 to March 2020

The duration of contract will be extended in each financial year by the purchaser.

23. 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.

24. 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.

25. 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 Tripura, Assam.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Agency should be registered in India with permanent office in any of the northeastern states of India.
- 5) The Agency should have an experience in handling manpower in last three years having average annual turnover of Rs. 1.53 Crores.
- 6) 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 be rejected.
- 7) 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.
- 8) 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.

26. Special Conditions of Contract:

- 1) The Agency shall provide support in taking hydrological observations being carried out by CWC staff. 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) Monsoon period varies from 1st May for North Eastern region of India to 1st June for rest of India and remain operational till end of flood season (i.e. 31st October for regions experiencing SW monsoon spells and 31st December for regions experiencing NE monsoon spells).
- 4) The tenderer will have to deploy the required manpower for support services as and when the sites are made available by the purchaser. The payment for the services will be made as per the actual man power deployed and services provided.
- 5) The department will provide the necessary registers for record keeping. The Agency must enter the observed data in the register immediately after taking observation.
- 6) The observed data must not be revealed to any other person in any form.
- 7) At least one person at each site will be from CWC who will supervise the staff of the Agency. The CWC staff will take hydrological observation of river at site and will be overall in-charge of the site. The Agency will provide support service to CWC staff in taking hydrological observations of rivers at particular site.
- 8) Requirement at individual sites may decrease with respect to requirements mentioned in schedule of requirements (chapter-4) depending on the availability of permanent staff of the department and payment would be made on the basis of as per actual man power deployed by the agency.
- 9) The age of the deployed person should not be less than 18 years. The deployed person should be able to read and write in Hindi/ English and should be conversant with use of alpha-numeric characters.
- 10) The Agency shall change the staff in consultation of officer in-charge of CWC.
- 11) CWC will not provide any residential facility to the Agency.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) There is no Master and Servant relationship between the employees of the Agency and this office.
- 17) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in Meghna Division, CWC, Silchar- 788006 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.
- 18) 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.
- 19) 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.
- 20) 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.
 - 21) 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.
 - 22) Escalation clause will not be accepted on any grounds during the period the contract is in force.
 - 23) 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.
 - 24) 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.
 - 25) **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 deployed manpower 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.**
 - 26) Any dispute arising out of the contract shall be settled within the jurisdiction of High Court on the decision of Arbitrator under Arbitration and Conciliation Act 1996.
 - 27) During monsoon season the necessary material such as umbrella, rain coat, gum boot, torch etc. need based to be provided by the Purchaser.
 - 28) The staff to be deputed by the Agency should have good skills of swimming in river. At least one person at each discharge site should have skill of rowing the boat in river.
 - 29) The staff to be deputed by the Agency shall be physically and mentally fit.
 - 30) For different works minimum number of personnel shall be provided by the Agency as per CWC norms and their presence at time of observation will be ensured by site in-charge. (copy of norms at Annexure- I)

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) If the agency terminates contract premature unilaterally, the performance guarantee shall be forfeited.
- c) If the agency is not able to provide data of any of the sites for a period of more than 15 days continuously, same would be considered as breach of the contract and termination of contract by the agency.
- d) 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.
- e) A penalty of Rs. 500 per day would be imposed in addition to deduction of proportionate support service charges for the day(s), if agency is not able to provide reliable data to CWC. The penalty for initial 2(two) days may be waived off by Executive Engineer on genuine justification provided by the agency. If agency is not

able to provide reliable data to CWC for a period more than 15 days, the Performance Security may be forfeited.

28. 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.

29. 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.

30. 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 Meghna Division, CWC, Silchar. The payment will be released after submission of claim, complete in all respects such as dated, certificate given by the Officer-in-Charge regarding production of documentary evidence towards support services of Hydrological Observations.
- b. The support Service at the respective site has to be started as and when the sites are made available by the Engineer-in-Charge. The availability of the sites may be in phases and the firm may be asked to start support services accordingly. The payment would be made on pro-rata basis on the services utilized by the department. However, the total no. of sites as specified may be increase or decrease.
- c. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, Meghna Division, CWC, Silchar from every payment made under this contract.
- d. The payment shall be made through e-payment only and within ten days of submission of bill.
- e. GST or any other taxes will be reimbursed as per actual on production of proof.
- f. Payments to the Agency would be strictly on the basis of certification by the officer/site In-charge that services are satisfactory and as per the services rendered by the Agency.

31. 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.

32. Advances:

No advance payment will be made by the Purchaser.

33. 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.

34. 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 Tripura/Assam as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

35. Termination of Contract:

- a. *For Purchaser's convenience*
The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Agency. The Agency shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.
- b. *For Agency's Default*
 - I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Agency becomes bankrupt or insolvent
 - ii. If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Agency neglects its obligations under this contract.
 - iv. If the Agency has furnished any false document.
 - II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.
- c. *Termination by Agency*
The Agency can terminate the contract with 30 days' notice only in case:
 - i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
 - ii). If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the 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.

36. 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.

37. Notices:

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. 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.

38. 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).

39. Settlement of Disputes:

Refer Clause 13 (G).

Chapter 4. Schedule of requirements

Name of Work: Hiring of support services for Hydrological Observations on various Rivers

Name of Organisation: Brahmaputra & Barak Basin Organisation, Central Water Commission, Shillong

(I) Meghna Division, CWC, Silchar (Package-I):

Sl. No	Name and location of site	Type of site	Latitude	Longitude	Tentative Men Power Required		Details of work
					Monsoon	Non-Monsoon	
1.	Sabrum on River- Feni. Dist-South Tripura, Tripura	G/RF	22°59'44"N	91°43'20"E	3	1	> Gauge- 3 Times a day in non-monsoon > RF-Daily > Gauge-Hourly in monsoon > other works, if any
2.	Muhammadpur on River-Katakhal. Dist- Hailakandi, Assam	G/RF	24°30'57"N	92°36'37"E	3	1	
3.	Kaliganj on River-Kakra. Dist- Karimganj, Assam	G/RF	24°46'58"N	92°24'38"E	3	1	
4.	Sonamura-II on River-Gumti. Dist- Sepahijala, Tripura	GD/RF	23°29'05"N	91°23'34"E	5	3	> Gauge- 3 Times a day in non-monsoon > RF-Daily > Gauge-Hourly in monsoon > Discharge- Once in a day > other works, if any
5.	Borkhola on River-Jatinga. Dist- Cachar, Assam	GD/RF	24°55'28"N	92°45'13"E	5	3	
6.	Neairgram on River-Barak. Dist- Cachar, Assam	GD/RF	24°45'09"N	92°50'32"E	6	4	
7.	Lakhipur-II on River-Barak. Dist- Cachar, Assam	GD/RF	24°46'57"N	92°54'27"E	6	4	
8.	Chiripool on River-Chiri. Dist- Cachar, Assam	GD/RF	24°48'22"N	93°01'24"E	5	3	
9.	Kadamtala on River-Talgang. Dist- North Tripura, Tripura	GDSQ/RF	24°30'11"N	92°13'03"E	7	5	> Gauge- 3 Times a day in non-monsoon > RF-Daily > Gauge-Hourly in monsoon > Discharge- Once in a day > Silt- Once in a day > WQ-once daily/in 10days > other works, if any
10.	Patharkandi on River-Longai. Dist- Karimganj, Assam	GDSQ/RF	24°34'40"N	92°18'49"E	7	5	
11.	Lala on River- Katakhal. Dist- Haikandi, Assam	GDSQ/RF	24°36'26"N	92°36'46"E	7	5	
12.	Katigora on River- Katakhal. Dist- Cachar, Assam	GDSQ/RF	24°48'58"N	92°38'59"E	6	4	
13.	Kalain on River- Kakrakhal. Dist- Cachar, Assam	GDSQ/RF	24°32'09"N	92°58'10"E	7	5	
14.	Udharbond on River- Madhura. Dist- Cachar, Assam	GDSQ/RF	24°54'10"N	92°54'50"E	6	4	

Chapter 5. Technical and Financial Bids

Technical Bid

Name of Work: Hiring of support services for Hydrological Observations on various Rivers

Name of Organisation: Brahmaputra & Barak Basin Organisation, Central Water Commission, Shillong

(To be furnished offline only)

Sl. No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the Agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities 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.	Aadhaar 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).	

The bidder shall also provide following in technical proposals:

- A: The Agency's Bid Cover Letter (including eligibility, following Code of Integrity in Public Procurement - CIPP);
- B: Power of attorney if any;
- C: Qualification Information with enclosures;
- D: All undertakings/Documents as mentioned in the Tender Document.
- E: 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
- F: Enclosures: Cost of Bid/Bid Processing Fee/Bid Security.

Signature of the bidder with seal

FINANCIAL BID

Name of Work: Hiring of support services for Hydrological Observations on various Rivers
 Name of Organisation: Brahmaputra & Barak Basin Organisation, Central Water Commission, Shillong

(To be furnished Offline only)

Sl. No.	Name and location of site	Type of site	Details of work*	Monsoon Season (15 th May, 2019 to 31 st October, 2019)		Non-Monsoon Season (1 st May, 2019 to 14 th May, 2019 & 1 st Nov, 2019 to 31 st March, 2020)	
				Man Power deployed (in Nos.)	Amount (in Rs)	Man Power deployed (in Nos.)	Amount (in Rs)
1.	Sabrum on River- Feni. Dist-South Tripura, Tripura	G/RF	> Gauge- 3 Times a day in non-monsoon > RF-Daily > Gauge- Hourly in monsoon > other works, if any	3		1	
2.	Muhammadpur on River-Katakhal. Dist-Hailakandi, Assam	G/RF		3		1	
3.	Kaliganj on River-Kakra. Dist- Karimganj, Assam	G/RF		3		1	
4.	Sonamura-II on River-Gumti. Dist- Sepahijala, Tripura	GD/RF	> Gauge- 3 Times a day in non-monsoon > RF-Daily > Gauge- Hourly in monsoon > Discharge- Once in a day > Other works, if any	5		3	
5.	Borkhola on River-Jatinga. Dist-Cachar, Assam	GD/RF		5		3	
6.	Neairgram on River-Barak. Dist-Cachar, Assam	GD/RF		6		4	
7.	Lakhipur-II on River-Barak. Dist- Cachar, Assam	GD/RF		6		4	
8.	Chiripool on River-Chiri. Dist- Cachar, Assam	GD/RF		5		3	
9.	Kadamtala on River-Talgang. Dist- North Tripura, Tripura	GDSQ/RF	> Gauge- 3 Times a day in non-monsoon > RF-Daily > Gauge- Hourly in	7		5	
10.	Patharkandi on River-Longai. Dist-Karimganj, Assam	GDSQ/RF		7		5	

Tender for Hiring of support services for Hydrological Observations on various Rivers

11.	Lala on River- Katakhal. Dist- Haikandi, Assam	GDSQ/RF	monsoon ➤ Discharge- Once in a day	7	5	
12.	Katigora on River- Katakhal. Dist- Cachar, Assam	GDSQ/RF	➤ Silt- Once in a day	6	4	
13.	Kalain on River- Kakrakhal. Dist- Cachar, Assam	GDSQ/RF	➤ WQ- Once in 10 days	7	5	
14.	Udharbond on River- Madhura. Dist- Cachar, Assam	GDSQ/RF	➤ Other works, if any	6	4	
			Total			
			GST			
			Grand Total			

*Note: Details of works required to be outsourced at any site may be clearly indicated e.g.

- (a) Gauge- 3 Times a day in non-monsoon (at 08:00 hrs, 13:00 hrs and 18:00 hours)
- (b) Gauge- Hourly in monsoon
- (c) Discharge- Once in a day
- (d) WQ- Once in 10 days
- (e) Silt- Once in a day
- (f) Other works, if any

Chapter 6. Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....2019 between Executive Engineer, Meghna Division, Central Water Commission, Silchar (*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 for Hydrological Observations on various Rivers under Meghna Division, Central Water Commission, Silchar 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 figure	in words
Hiring of support services for Hydrological Observations on various Rivers under Meghna Division, Central Water Commission, Silchar		

TOTAL VALUE:

Tender for Hiring of support services for Hydrological Observations on various Rivers

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.....(F or the Purchaser) in the presence of:.....	Signed, Sealed and Delivered by the said (For the Agency) in the presence of:
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Chapter 7. Other Standard Forms

Form 1

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (Hereinafter called the "tenderer")
has submitted their offer dated..... for the supply of
.....(hereinafter called the "tender")against the
purchaser's tender enquiry No.KNOW ALL MEN by these presents that
WE of having our registered office at
..... are bound unto(hereinafter called the
"Purchaser)in the sum of..... for which
payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....2019

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....
Name and designation of the officer

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

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply "Hiring of support services for Hydrological Observations on various Rivers under Meghna Division, Central Water Commission, Silchar" (description of 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 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, 2019

.....
(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
Meghna Division
Central Water Commission, Silchar-788006

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: MD/SIL/DB-47 (A)/2019/1032-36 dated 07.06.2019

Name of Tender / Services: - Hiring of support services for Hydrological Observations on various Rivers Sites in India under Meghna Division, Central Water Commission, Silchar-788006.

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)

Annexure-I

Norms for deployment of category wise staff for Hydrological Observation at CWC Sites

Manpower requirement for tender			
Sl. No.	Type of Site	Manpower for Full Year	Additional Manpower during Monsoon
1	G	1	2
2	GD	4	2
3	GDS/GDSQ	5	2

Note:

G- Gauge

GD- Gauge & Discharge

GDS- Gauge, Discharge & Silt

GDSQ- Gauge, Discharge, Silt & Water Quality