

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



**GOVERNMENT OF INDIA**  
**CENTRAL WATER COMMISSION**  
Lower Yamuna Division,  
404-409, Awas Vikas Colony, Sector-12 C, Sikandara,  
Agra-282007

This tender document contains a total of 49 pages.

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

Lower Yamuna Division,  
404-409, Awas Vikas Colony, Sector-12 C, Sikandara,  
Agra-282007



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

TENDER NO: 24/ LYD / AGRA/2017-18/ 1299

Date: 08.03.2018

OFFICER INVITING TENDER	Lower Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007 EMAILID: <a href="mailto:eelyd-cwc@nic.in">eelyd-cwc@nic.in</a> , <a href="mailto:lyd_agra@rediffmail.com">lyd_agra@rediffmail.com</a> TEL NO.:0562-2604424
DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	08.03.2018 from 17.00 hrs.
TENDER FORM AVAILABLE ONLINE FROM	08.03.2018 from 17.00 hrs.
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	26.03.2018 up to 10.30 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	26.03.2018 up to 11.00 hrs
DATE AND TIME OF PRE BID MEETING	Not Applicable, since two rounds of prebid have already been held on 15.1.2018 and 27.2.2018. The clarifications therein, as well as the clarifications issued by another Office of CWC for similar works, are enclosed herewith.
DATE AND TIME OF OPENING OF TECHNICAL BIDS	28.03.2018 at 11.30hrs
PLACE OF OPENING OF BIDS	Lower Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007
PRICE OF TENDER DOCUMENT:	Rs. 1500/-

## INDEX

### Contents

NOTICE INVITING e-TENDER .....	4
Chapter 1. Instructions to Bidders .....	6
Chapter 2. Activity schedule and other requirements .....	19
Chapter 3. Conditions of Contract.....	22
Chapter 4. Schedule of requirements .....	29
Chapter 5. Technical and Financial Bids .....	31
Chapter 6. Contract Form .....	34
Chapter 7. Other Standard Forms.....	36
<b>Annexure :</b>	
Annexure - I (Norms for deployment of category wise staff for Hydrological Observation Sites.....	39
Annexure-II(List of existing sites).....	40
Annexure - III (Clarifications issued for similar work by CWC Lucknow on 31.1.2018, and also on issues emerging out of pre-bid meeting of YBO, CWC, New Delhi held on 15.1.2018 and 27.2.2018, respectively) .....	41

TENDER NO: 24/LYD/AGRA/2017-18/1299

dated:08.03.2018

Government of India  
Central Water Commission  
Lower Yamuna Division

## NOTICE INVITING e-TENDER

The Executive Engineer (EE), Lower Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, , Agra-282007 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 for Hydrological Observations on various Rivers”**.

1. Name of work: Hiring of support services for Hydrological Observations on various Rivers for the period 1.6.2018 to 31.3.2020
2. Estimated Cost: ₹ 3,67,71,097/-
3. Earnest Money: ₹ 4,01,139/- (**considering annual cost of work**)
4. Performance Guarantee: 5 % of tendered value (**considering annual cost of work**)
5. Cost of Tender Document: Rs. 1500/-

### 2. Schedule of e- Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	08.03.2018 from 17.00 hrs.
TENDER FORM AVAILABLE ONLINE FROM	08.03.2018 from 17.00 hrs.
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	26.03.2018 up to 10.30 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	26.03.2018 up to 11.00 hrs.
DATE AND TIME OF PRE BID MEETING	Not Applicable, since two rounds of prebid have already been held on 15.1.2018 and 27.2.2018. The clarifications therein, as well as the clarifications issued by another Office of CWC for similar works based on pre-bid held on 31.1.2018, are enclosed herewith.
DATE AND TIME OF OPENING OF TECHNICAL BIDS	28.03.2018 at 11.30hrs
PLACE OF OPENING OF BIDS	404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007
PRICE OF TENDER DOCUMENT:	Rs. 1500/-

3. Tender can be downloaded from website [www.tcil-electronictender.com](http://www.tcil-electronictender.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in) from 08.03.2017(17.00 hrs) to 26.03.2018(10.30 hrs) But tender will be opened only after following payment is made :-
  - (i) Rs. 1500/- in cash as cost of tender or through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Yamuna Division, CWC payable at Agra.
  - (ii) Rs. 4,01,139/- as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Yamuna Division, CWC payable at Agra.
  - (iii) The cost of tender and Earnest Money Deposit (EMD) has to be submitted after last date and time of submission of tender and before due date and time of opening of tender, (i.e in between 26.03.2018(11.00hrs) to 28.03.2018(11.30hrs).
4. The tender forms complete in all respects should be submitted online only by 11.00 hrs on 26.03.2018. Offline submission of tender is not permitted.
5. Pre bid meeting for a tender floated earlier in December, 2017 which was combined for all three divisions under YBO, CWC, were held on 15.1.2018 and 27.2.2018. Further, for a similar work, a pre-bid meeting was held at CWC, Lucknow on 31.1.2018. The clarifications issued thereof are annexed to this document. Hence no fresh pre-bid meeting is now proposed.
6. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com>. Or [www.cwc.gov.in](http://www.cwc.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>.
7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL [www.tcil-electronictender.com](http://www.tcil-electronictender.com).
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

**Annexure :**

I: Norms for deployment of category wise staff for Hydrological Observations at CWC Sites.

II: List of existing sites of LYD, Agra.

III: Clarifications issued by another Office of CWC for similar works based on pre-bid held on 31.1.2018 at Lucknow, as well as clarification on issues emerging out of two rounds of pre-bid meetings held on 15.1.2018 and 27.2.2018.

Executive Engineer

Lower Yamuna Division,  
404-409, Awasthi Colony, Sector-12C,  
Sikandara, Agra-282007

## **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. 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 TCIL website URL <https://www.tcil-india-electronictender.com>. 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 TCIL portal. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in).
- (xiv) Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and [www.cwc.nic.in](http://www.cwc.nic.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 TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website [www.cwc.gov.in](http://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 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 (2014-15, 2015-16, 2016-17) 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.
- a. Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, Lower Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, , Agra-282007 Cost of the tender amounting to Rs. 500/-
- b. EMD of Rs. 4,01,139/-
- c. Pass-phrase for opening of Technical and Financial Bids. Passphrase shall be supplied in one big sealed envelope containing two small sealed envelopes having pass-phrase for technical & financial bids. Each envelope shall clearly marked "pass-phrase for technical bid" and "pass-phrase for financial bid". Bigger envelope shall be marked as "pass-phrases for tender of Tender for Hiring of support service of Hydrological observation at river sites in India)"

## **3. Qualification/Eligibility Criteria for the Tenderers:**

- i). The Agency should be registered in India with permanent office in India.
- ii). The Agency shall have permission to operate and work in Uttar Pradesh, Madhya Pradesh and Rajasthan 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 31<sup>st</sup> March of the previous financial year, should be at **least Rs. 2.0 crore**.
- x). 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 Hydrological Observation 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 2014-15, 2015-16 & 2016-17 (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). All other documents as per Clause 3 - Qualification/ Eligibility Criteria.

**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:**

Tender 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 the EMD.

**7. 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).

**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 3, the Agency should quote for all locations of H.O sites under a Division separately. **GST 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, Lower Yamuna Division, CWC payable at Agra 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 up to 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 07 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 07 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, Lower Yamuna Division, CWC payable at Agra 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 e-Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security (EMD).

#### **12. Tendering Process**

##### **i. Marking and submission of tenders:**

Proposals must be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> before 31.01.2018 up to 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 TCIL portal.

The tenderers should submit both “Technical bid” and “Financial Bid” online. 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 online and will be archived and will not be opened.

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 TCIL website URL <https://www.tcil-india-electronictender.com>, CWC website [www.cwc.nic.in](http://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 online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened. Tenderer has to be furnished the PASS-PHRASE of the Bid-Part to be opened during Online Tender Opening Event (TOE) online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer or Pass-Phrase can be submitted by emailed/post to the Tender Inviting Officer.

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/ services, 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 seven (07) 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, Lower Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007
- ii). E-Tender number:
- iii). Qualification requirements:-

B: PRE-BID MEETING

For reasons explained above, no fresh pre-bid meeting is proposed. However, the clarifications on the issues raised in the pre bid meetings held for YBO, CWC on 15.1.2018 and 27.2.2018, and for CWC Lucknow 31.1.2018, are annexed herewith.

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). Only online bids through e tendering web portal of TCIL [www.tcil-electronictender.com](http://www.tcil-electronictender.com) shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 26.03.2018 up to 11.00hrs.

**E: BID OPENING AND EVALUATION**

- i). The Technical bid of the tender will be opened online on 28.03.2018 at 11.30hrs 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: 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.

**14. Special instructions to Bidders by TCIL for e-Tendering**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

## Instructions

### Tender Bidding Methodology:

#### Single Stage Envelope

#### Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on Electronic Tendering System® (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS

- View Notice Inviting Tender (NIT) on ETS

- For this tender -- Assign Tender Search Code (TSC) to a MA

- Download Official Copy of Tender Documents from ETS

- Clarification to Tender Documents on ETS

- Query to Central Water Commission (Optional)

- View response to queries posted by Central Water Commission

- Bid-Submission on ETS

- Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant Bid-Part

- Post-TOE Clarification on ETS (Optional)

- Respond to Central Water Commission Post-TOE queries

- Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant part (i.e. Financial-Part)

- (Only for Technical Responsive Bidders)

- Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the

Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Agency, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (09:30 hrs to 18:00 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations).

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders

during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

#### Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event

(TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

#### Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

#### SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE :**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

**Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)

## Chapter 2. Activity schedule and other requirements

### 15. 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 Organization and the Project:

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

*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
  - i. By Wading
  - ii. By Boat

- iii. From Bridge
- c. Water quality- Water sample collection- once in 10 days.
- d. Silt analysis- Silt sample collection – once in a day

#### **16. Activity Schedule:**

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

<b>Type of observation</b>	<b>Tentative Time required for taking data</b>
<b>A. Hydrological Data Collection</b>	
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 or more 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 or more per discharge observation.
ii. From bridge	Approximate Four hours or more per discharge observation.
iii. By boat	Approximate Four hours or more per discharge observation.
<b>B. Water quality and Silt Data Collection</b>	
a. Water quality- Water sample collection- once in 10 days.	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.

#### **17. Essential Equipment:**

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

#### **18. 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.

vi. Any other document required by the purchaser.

e. To abide by all the clauses as mentioned in the tender document.

**19. 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 (except safety equipment)

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

### **20. 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, Lower Yamuna Division, CWC, means Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra under Yamuna Basin Organization, CWC.

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 Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007.

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 TCIL([www.tcil-electronictender.com](http://www.tcil-electronictender.com)).

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

### **21. 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.

### **22. 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.

**23. Duration of contract:**

The period of operation of the contract shall be from June, 2018(tentatively) to March 2020. The duration of contract will be extended in each financial year by the purchaser.

**24. Programme of services:**

The Services is for the period from date of award to March 2020 & 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.

**25. 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 as 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.

**26. 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 Uttar Pradesh, Madhya Pradesh, Rajasthan.
- 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 Firms shall be registered in India with permanent office in New Delhi.
- 5) The Agency should have an experience in handling manpower in last three years having turnover 2.0 crore per year.
- 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.

- 9) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Telecommunications Consultants of India Limited (TCIL) as supplier.
- 10) Bidding only through e-procurement is acceptable under this contract.

**27. 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.
- 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 actual 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) Out of four persons provided by the agency at each discharge site, one person from each site may be deployed on any of the existing sites of CWC as mentioned at Annexure – II.
- 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) Transportation and accommodation arrangement of staff will be made by the Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 14) 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.

- 15) 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.
- 16) 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.
- 17) There is no Master and Servant relationship between the employees of the Agency and this office.
- 18) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from/in Lower Yamuna Division, CWC, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007 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.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 24) 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.
- 25) 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.
- 26) **If at any stage, the agency is found to be involved in any unfair/ fraudulent practices or non-payment 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 shall be terminated at the discretion of the purchaser and the agency will be black-listed. Any such due payment would be deducted from the running/ final bill or performance security of the agency and would be paid to the concerned deployed persons.**
- 27) Any dispute arising out of the contract shall be settled within the jurisdiction of Delhi only.
- 28) During monsoon season the necessary material such as umbrella, rain coat, gum boot, torch, etc. need based to be provided by the Purchaser.
- 29) The staff to be deputed by the Agency should have skills of swimming in river. At least one person at each discharge site should have skill of rowing the boat in river.
- 30) The staff to be deputed by the Agency shall be physically and mentally fit.

- 31) **For different works minimum number of personnel shall be provided by the Agency as per norms as specified under Annexure-I.**

**28. 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.
- 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.
- c) A penalty of Rs. 500 per day per site 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 and/or fail to provide required manpower as per CWC norms mentioned in tender at **Annexure-I**. The penalty for initial two days may be waived off by the Executive Engineer on genuine justification provided by the agency. If agency is not able to provide reliable data to CWC for a period of more than 15 days, the Performance Security may be forfeited.

**29. 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.

**30. 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.

**31. 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 Lower Yamuna Division, CWC, Agra. 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. 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 Yamuna Division, CWC, Agra from every payment made under this contract.
- c. GST would be deducted from the bill as per Government norms.
- d. 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.

**32. Taxes and Duties:**

GST/ TDS shall be deducted at source as per prevailing Government rules from time to time.

**33. Advances:**

No advance payment will be made by the Purchaser.

**34. 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.

**35. 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 Government of India and State Government of Uttar Pradesh, Madhya Pradesh and Rajasthan as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

**36. 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.

**37. 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.

**38. Notices:**

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

**39. 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).

**40. Settlement of Disputes:**

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

## Chapter 4. Schedule of requirements

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

Name of Organization: Yamuna Basin Organization, Central Water Commission

(I) Name and Address of Division (Package-I): Executive Engineer, Lower Yamuna Division, 404-409, Awas Vikas Colony, Sector-12C, Sikandara, Agra-282007.

S.No.	Name and location of site	Type of site	Details of work
1.	Kirawali, Agra	Gauge	<b>GAUGE</b> <ul style="list-style-type: none"> <li>Gauge - daily 3 times at 08:00 hrs, 13:00 hrs, 18:00 hrs in non-monsoon and hourly in monsoon.</li> <li>Site maintenance works including fixing, installation and painting, of Gauge Post and other fixtures, cleaning and maintenance of site &amp; office, up keeping the site records, watch and ward of site office and other related works as per site incharge/s instructions.</li> <li>Other works, if any.</li> </ul> <b>G&amp;D</b> <ul style="list-style-type: none"> <li>Gauge - daily 3 times at 08:00 hrs, 13:00 hrs, 18:00 hrs in non-monsoon and hourly in monsoon.</li> <li>Discharge – once daily at 08:00 hrs.</li> <li>Site maintenance works including fixing, installation and painting, of Gauge Post and other fixtures, cleaning and maintenance of site &amp; office, upkeeping the site records, watch and ward of site office and other related works as per site incharge/s instructions.</li> </ul>
2.	Bateswar, Agra	Gauge	
3.	Rupas Nagar, Firozabad	Gauge	
4.	Baretha, Dholpur	Gauge	
5.	Jaraina, Morena	Gauge	
6.	Palkhani, Morena	Gauge	
7.	Mansurpur, Fatehpur	Gauge	
8.	Bulakipura, Auraiya	Gauge	
9.	Orai-2(Mangrayan), Jalaun	Gauge	
10.	Moosa Nagar, Kanpur Dehat	Gauge	
11.	Bahmai, Kanpur Dehat	Gauge	
12.	Juhikha(Ganikalam), Jalaun	Gauge	
13.	Gugawali(Maidaghat), Bhind	Gauge	
14.	Bagchini, Morena	Gauge	
15.	Chandapur (Dabra), Gwalior	<b>G&amp;D</b>	
16.	Unao Balaji, Datia	<b>G&amp;D</b>	
17.	Gutkara(Sanjay Nagar), Tikamgarh	<b>G&amp;D</b>	
18.	Bijrauni, Shivpuri	Gauge	
19.	Masoodpur, Gwalior	Gauge	

20.	Sarva, Bhind	Gauge	<ul style="list-style-type: none"> <li>Other works, if any.</li> </ul> <b>G&amp;D, S, Q</b> <ul style="list-style-type: none"> <li>Gauge - daily 3 times at 08:00 hrs, 13:00 hrs, 18:00 hrs in non-monsoon and hourly in monsoon.</li> <li>Discharge – once daily at 08:00 hrs.</li> <li>Silt – Sampling to be done once in a day at the time of discharge measurement.</li> <li>Water Quality - – Sampling to be done once in a day at the time of discharge measurement.</li> <li>Site maintenance works including fixing, installation and painting, of Gauge Post and other fixtures, cleaning and maintenance of site &amp; office, upkeeping the site records, watch and ward of site office and other related works as per site incharge/s instructions.</li> <li>Other works, if any</li> </ul>
21.	Gata, Bhind	Gauge	
22.	Barood, Guna	Gauge	
23.	Kaithi, hamirpur	Gauge	
24.	Devra, Chhatarpur	Gauge	
25.	Narsingharh, Damoh	Gauge	
26.	Kurdhana, Chhatarput	Gauge	
27.	Pailani dera, Banda	<b>G&amp;D</b>	
28.	Karwi, Chitrakoot	<b>G&amp;D</b>	
29.	Marka, Banda	Gauge	
30.	Lamyari, Chitrakoot	Gauge	
31.	Sardhua, Chitrakoot	Gauge	
32.	Lachhura, Chhatarpur	Gauge	
33.	Barcha, Banda	Gauge	
34.	Birha(Sigada), Banda	Gauge	
35.	Badausa, Banda	<b>G&amp;D</b>	

## **Chapter 5. Technical and Financial Bids**

### **Technical Bid**

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

Name of Organization: Yamuna Basin Organization, Central Water Commission

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

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 2 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: Write up on Bidder's Organization, 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.

Signature of the bidder with seal

**FINANCIAL BID**

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

Name of Division: Lower Yamuna Division, Yamuna Basin Organization, Central Water Commission

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

**Price schedule for New Sites:****Table-1a**

S. No.	Type of site	No. of sites	Monthly Amount per site in Monsoon Season (1 <sup>st</sup> June to 31 <sup>st</sup> October) (in Rs)	Monthly Amount per site in Non-Monsoon Season (1 <sup>st</sup> November to 31 <sup>st</sup> May) (in Rs)	Monthly Amount in Monsoon Season (iii * iv) (in Rs)	Monthly Amount in Non-Monsoon Season (iii * v) (in Rs)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)
1.	G	29				
2.	GD/GDQ	06				
3.	GDS/GDSQ	00				
<b>Sub Total</b>						

**Table-1b**

Sl.No.	Season	No. of Months	Amount (Sub Total in Table 1a * No. of Months)
1.	Non Monsoon	12	
2.	Monsoon	10	
	Total	22	
GST			
Total (X)			

**Details of work**

- G: Gauge – daily 3 times at 08:00 hrs, 13:00hrs, 18:00hrs in non-monsoon and hourly in monsoon. Other works, if any.
- GD, GDQ: Gauge – daily 3 times at 08:00hrs, 13:00hrs, 18:00hrs in non-monsoon and hourly in monsoon. Discharge – once daily at 08:00hrs. Other works, if any.
- GDS, GDSQ: Gauge – daily 3 times at 08:00hrs, 13:00hrs, 18:00hrs in non-monsoon and hourly in monsoon. Discharge – once daily at 08:00hrs Silt – once in a day. Other works, if any.

## Chapter 6. Contract Form

### CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Yamuna Division, Central Water Commission, New Delhi(*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 Lower Yamuna Division, Central Water Commission, Agra 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 for Hydrological Observations on various Rivers under Lower Yamuna Division, Central Water Commission		

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.

<p>Signed, Sealed and Delivered by the</p> <p>said.....</p> <p>..... (For the Purchaser)</p> <p>in the presence of:.....</p>	<p>Signed, Sealed and Delivered by the</p> <p>said.....</p> <p>..... (For the Agency)</p> <p>in the presence of: .....</p>
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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 .....20.....

#### **THE CONDITIONS OF THIS OBLIGATION ARE:**

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

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

This guarantee will remain in force up to 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 "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

**Form 3**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

The  
Executive Engineer  
Lower Yamuna Division  
Central Water Commission

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 Yamuna Division, Central Water Commission

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Cost of Tender Document Rs. 1500/-  
(Tender No. .... Dated .....)

**Annexure-I**

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

Manpower Requirement					
Sl. No.	Type of Site	Full Year		Additional during Monsoon (June-October)	
		Manpower	Working Hours for each person	Manpower	Working Hours for each person
1	G	1	8	2	8
2	GD	4	4	2	8
3	GDS/ GDSQ	5	4	2	8

List of Existing Sites of LYD, Agra

Name of Division: Lower Yamuna Division, Agra

Name of Organization: Yamuna Basin Organization, New Delhi

Name of Circle: Hydrological Observation Circle, CWC

S.N.	Name of Site	River-Name	District	Basin	State	Latitude	Longitude	Classification G/GD/GDS/GDSQ	Date of opening
<b>Lower Yamuna Sub-Division-2, Agra</b>									
1	Agra ( P. Ghat )	Yamuna	Agra	Yamuna	UP	27° 16' N	78° 02' E	GDSQW	01-09-1976
2	Agra (J. Bridge )	Yamuna	Agra	Yamuna	UP	27° 12' N	78° 02' E	G T	15/6/77
3	Etawah	Yamuna	Etawah	Yamuna	UP	26° 45' N	78° 59' E	GDSQWT	05-01-1959
4	Arnota	Uttangan	Agra	Yamuna	UP	26° 58' N	78° 22' E	GD	18/11/70
5	Dhaulpur	Chambal	Dhaulpur	Yamuna	Rajasthan	26° 39' N	77° 54' E	GDSQWT	16/1/76
6	Udi	Chambal	Etawah	Yamuna	UP	26° 42' N	78° 56' E	GDSQWT	21/6/59
7	Bhind	Kunwari	Bhind	Yamuna	MP	26° 37' N	78° 58' E	GD	18/11/70
8	Kirawali	Khari	Agra	Yamuna	UP	27° 07' 26"	77° 44' 34"E	G	08-01-2014
9	Bateswar	Yamuna	Agra	Yamuna	UP	26° 56' 27"N	78° 34' 25"E	G	27/10/16
10	Rupas Nagar	Sirsa	Firozabad	Yamuna	UP	26° 7' 21"N	78° 31' 51"E	G	27/10/16
11	Baretha	Uttangan	Dholpur	Yamuna	Rajasthan	26° 58' 27"N	80° 55' 16"E	G	29/10/16
12	Jaraina	Asan	Morena	Yamuna	MP	26° 25' 58"N	77° 33' 16"E	G	30/11/16
13	Pailikhani	Kuari	Morena	Yamuna	MP	26° 12' 35"N	77° 54' 08"E	G	30/11/16
<b>Lower Yamuna Sub-Division-3, Hamirpur</b>									
14	Auraiya	Yamuna	Auraiya	Yamuna	UP	26° 26' N	79° 25' E	GDSQWT	21-2-76
15	Kalpi	Yamuna	Jalaun	Yamuna	UP	26° 12' N	79° 42' E	GDWT	01-01-1982
16	Hamirpur	Yamuna	Hamirpur	Yamuna	UP	25° 57' N	80° 09' E	GDQWT	04-01-1959
17	Lalpur	Sengar	Kanpur	Yamuna	UP	26° 16' N	79° 56' E	GD	13-7-70
18	Mohana	Betwa	Jalaun	Yamuna	UP	25° 42' N	79° 22' E	GDWT	25-12-83
19	Sahijina	Betwa	Hamirpur	Yamuna	UP	25° 57' N	80° 09' E	GDSQT	06-08-1959
20	Kora	Rind	Fatehpur	Yamuna	UP	26° 07' N	80° 25' E	GDQ	18-7-70
21	Mansurpur	Rind	Fatehpur	Yamuna	UP	26° 56' 43.2"	80° 31' 53.3"E	G	08-01-2014
22	Bulakipura	Sengar	Auraiya	Yamuna	UP	25° 40' 40.9"	79° 19' 42"E	G	08-01-2014
23	Orai-2(mangayan)	Noon	Jalaun	Yamuna	UP	26° 02' 59.1"	79° 23' 45.8"E	G	10-01-2014
24	Moosa Nagar	Yamuna	Kanpur Dehat	Yamuna	UP	26° 09' 07"N	79° 57' 51.2"E	G	28/10/16
25	Bahmai	Yamuna	Kanpur Dehat	Yamuna	UP	26° 15' 26.3"	79° 36' 28.8"E	G	30/11/16
26	Juhikha(Ganikalam)	Yamuna	Jalaun	Yamuna	UP	26° 25' 29.9"	79° 14' 43.1"E	G	15/12/16
<b>Sind-Betwa Sub-Division-Jhansi</b>									
27	Basoda	Betwa	Vidisha	Yamuna	MP	23° 55' N	77° 54' E	GD	19-1-76
28	Rajghat	Betwa	Lalitpur	Yamuna	UP	24° 50' N	78° 12' E	GQ	21-11-70
29	Nautghat	Betwa	Jhansi	Yamuna	UP	25° 22' N	78° 37' E	GWT	07-01-1980
30	Garrauli	Dhasan	Chhatarpur	Yamuna	MP	25° 04' N	79° 20' E	GDSQWT	05-01-1982
31	Pachawali	Sind	Shivpuri	Yamuna	MP	25° 10' N	77° 43' E	GDQT	21-8-76
32	Seondha	Sind	Datia	Yamuna	MP	26° 10' N	78° 47' E	GDSQT	18-9-59
33	Gugawali(maidaghat)	Sind	Bhind	Yamuna	MP	26° 25' 17.12"	78° 54' 46.85"E	G	09-01-2014
34	Bagchini	Kunwari	Morena	Yamuna	MP	26° 29' 8"N	77° 48' 55"E	G	09-01-2014
35	Chandapur	Sind	Gwalior	Yamuna	MP	25° 50' 10"N	80° 25' 20"E	GD	16/03/16
36	Unao Balaji	Pahuj	Datiya	Yamuna	MP	25° 33' 47"N	78° 35' 35"E	GD	30/09/16
37	Gutkara(Sanjay Nagar)	Urmil	Teekamgarh	Yamuna	MP	25° 02' 38"N	79° 11' 06"E	GD	30/09/16
38	Bijrauni	Sind	Shivpuri	Yamuna	MP	24° 59' 45"N	77° 36' 4"E	G	27/10/16
39	Masoodpur	Non river	Gwalior	Yamuna	UP	25° 49' 54"N	78° 14' 42"E	G	30/11/16
40	Sarva	Pana	Bhind	Yamuna	MP	26° 24' 8"N	78° 19' 9"E	G	28/12/16
41	Gata	Vesli	Bhind	Yamuna	MP	26° 23' 18"N	78° 37' 23"E	G	29/01/16
42	Lachhura	Dhasan	Chhatarpur	Yamuna	MP	25° 14' 71"N	79° 17' 67"E	G	17/12/16
43	Barood	Sindh	Guna	Yamuna	MP	25° 14' 71"N	79° 17' 67"E	G	30/12/16
<b>Ken Sub-Division-Banda</b>									
44	Chillaghat	Yamuna	Banda	Yamuna	UP	25° 47' N	80° 31' E	GWT	07-01-1971
45	Rajapur	Yamuna	Banda	Yamuna	UP	25° 23' N	81° 11' E	GDT	30-12-76
46	Pratappur	Yamuna	Allahabad	Yamuna	UP	25° 22' N	81° 40' E	GDSQT	04-01-1959
47	Naini	Yamuna	Allahabad	Yamuna	UP	25° 22' N	81° 52' E	GT	17-3-71
48	Garhakota	Sonar	Sagar	Yamuna	MP	23° 50' N	79° 10' E	GD	09-04-1982
49	Gaisabad	Bearna	Damoh	Yamuna	MP	24° 18' N	79° 50' E	GD	04-11-1974
50	Madla	Ken	Panna	Yamuna	MP	24° 43' N	80° 12' E	GDWT	17-3-81
51	Kaimaha	Urmil	Mahoba	Yamuna	UP	25° 06' N	79° 50' E	GWT	07-01-1982
52	Banda	Ken	Banda	Yamuna	UP	25° 29' N	80° 18' E	GDSQWT	04-05-1959
53	Kaithi	Ken	Hamirpur	Yamuna	UP	25° 44' 49"N	80° 18' 16"E	G	10-01-2014
54	Devra	Shyamari	Chhatarpur	Yamuna	MP	24° 34' 23"N	79° 38' 35"E	G	12-01-2014
55	Narsingharh	Sonar	Damoh	Yamuna	MP	25° 17' 21"N	80° 18' 17"E	G	10-01-2014
56	Kurdhana	Ken	Chhatarpur	Yamuna	MP	25° 17' 23"N	80° 18' 34"E	G	10-01-2014
57	Pailani dera	Ken	Banda	Yamuna	UP	25° 45' 56"N	78° 22' 17"E	GD	15/03/16
58	Karwi	Pushwani	Chitrakoot	Yamuna	UP	25° 12' 56"N	80° 55' 16"E	GD	29/09/16
59	Marka	Yamuna	Banda	Yamuna	UP	25° 40' 41"N	80° 51' 27"E	G	15/12/16
60	Lamyari	Bage	Chitrakoot	Yamuna	UP	25° 28' 56"N	80° 59' 45"E	G	16/12/16
61	Sardhua	Pashwari	Chitrakoot	Yamuna	UP	25° 25' 55"N	81° 3' 32"E	G	17/12/16
62	Barcha	Bage	Banda	Yamuna	UP	25° 8' 22"N	80° 28' 42"E	G	29/12/16
63	Birha(Sigada)	Ken	Banda	Yamuna	UP	24° 14' 57"N	80° 15' 6"E	G	30/12/16
64	Badausa	Baghain	Banda	Yamuna	UP	25° 14' 23"N	80° 39' 38"E	GD	27/10/16

Clarifications as per pre-bid meeting held at CWC Lucknow for similar works on 31.1.2018

### **Minutes of Pre-Bid Meeting dated 31.01.2018**

**Work Description :** e-Tender for Hiring of Support Services for Hydrological Observations in the rivers of India” under UGBO, CWC, Lucknow

**Tender No's :**

1. 07/01/HGD/2017-18/3531 dated: 26.12.2017 floated by Himalayan Ganga Division, CWC, Dehradun
2. 11/2017-18/MGD-1/Lko/5868-72 dated 26.12.2017 floated by Middle Ganga Division-1, CWC, Lucknow
3. 08/2017-18/MGD-2/CWC/Lko/HQ-02/5961 dated 26.12.2017 floated by Middle Ganga Division-2, CWC, Lucknow
4. 11/MGD-3/VNS/2017-18 dated 26.12.2017 floated by Middle Ganga Division-3, CWC, Varanasi

A common Pre-Bid meeting for above tenders on “**Hiring of Support Services for Hydrological Observations in the rivers of India**” under UGBO, CWC, Lucknow was held on 31.01.2018 under Chairmanship of Superintending Engineer, H.O.Circle, CWC, Varanasi and Co-Chairman as Superintending Engineer, H.O.Circle, CWC, Dehradun.

Joint Secretary & Financial Advisor, Ministry of Water Resources, River Development & Ganga Rejuvenation, Chief Engineer, Upper Ganga Basin Organization, CWC, Lucknow and Superintending Engineer (C), UGBO, CWC, Lucknow attended the meeting as special invitee.

The list of participants present in the meeting is enclosed at Annexure-1.

At the onset of the meeting, the Chairman of the Committee welcomed special invitees, CWC officers and representatives from the prospective bidders/firms. A presentation on the work expected in the tender was given by Executive Engineer, MGD-II, CWC, Lucknow.

The queries/clarifications submitted by the firms were discussed in detail in the meeting. The decisions of the committee & special invitees with respect to the queries are as follows:

Sl. No.	Reference	Query	Clarification
<b>M/s Asian Services, Dehradun</b>			
1	Annexure-I, Chapter-4	The time mentioned in the tender under the above head, it is not feasible as time mentioned is starting from 8 AM till 6 PM. The total time is more than 8 hrs per day which is against the labour law/norms. Please clarify.	It is clarified that three times reading in non monsoon has to be taken at 8:00 hrs, 13:00 hrs and 18:00 hrs, which are intermittent during the day. The Annexure-I in this regard is for indicative purpose only

2	Chapter-4, of NIT 07/01/HGD/2017-18/3531 dated 26.12.2017	In the same annexure there are 19 nos. of manpower which will be provided by CWC. Please specify the SOW for them and how will they be deployed?	The para <b><i>Note:</i></b> <i>The persons should be deployed as per norms specified in Annexure-I, reducing the 19 Nos. of manpower that will be provided by other department</i> stands deleted.
3	Annexure-I, Chapter-4	The MP deployment chart shown in the tender is not feasible as it is more over a work contract rather than a manpower contract. The proposal is for the work contract and the manpower can vary as per the requirement for the particular sites. The annexure should be only for reference purpose but should not mandatory in our contract/ tender.	The Annexure-I is for indicative purpose only; this is being a service tender.
4	Financial bid	The financial bid should be in two parts. One for the seasonal/ monsoon (extended) and another for rest of the year. The respective bills can be submitted accordingly.	The financial bid format would be modified in the above Tenders to include separate rates for monsoon and non monsoon season, the format of which is enclosed as Annexure-A.
5	Special condition of contract Point no.-9	Under the above head as per point- 9 the costing would be separate and will not be considered in the proposal. Allowances + taxes would be extra as applicable.	The Clause 27 (9) of Chapter : 3 (condition of contract) i.e.” <b><i>As per requirement.....</i></b> ” stands deleted.

**M/s Ocean Science & Surveying Private Limited, Mumbai**

1	Clause 27, Special Condition of Contract, point no. 9	It is mentioned in the clause that daily allowances equivalent to Skilled work Assistant of CWC shall be paid to the personnel who will be moved to other sites/ offices/ places for any specific work. <b>Please specify the rates.</b>	Kindly refer clarification at Sl. No. 5 above.
2	Chapter 4. Schedule of requirements	It is mentioned in details of work that Gauge is to be done daily 3 times in non-monsoon but it is only mentioned that it is to be done hourly in monsoon. Kindly let us know how many times per day the same is required to be done in monsoon.	The gauge reading in non monsoon would be three times at 8:00 hrs, 13:00 hrs and 18:00 hrs, while during monsoon it would be 24 times i.e. on hourly basis.

3		Kindly provide route maps or the start point and end point of all the 41 rivers wherein the hydrological observation is to be done.	The corrigendum will be issued by the respective Divisions indicating the location (latitude & longitude) of the sites.
4	Clause 13. Bid data Sheet point F, Variation in quantity of sites	We understand that the percentage of quantity of sites may increase or decrease by 10% and therefore we assume that the payment shall be made on pro-rata basis accordingly. Kindly confirm if our assumption is right.	The support service at the respective site has to be started as and when the site is 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 utilised by the department. However, the total no. of sites as specified in the tender may increase or decrease by 10%
5	Clause 4. Qualification documents to be submitted. Point no. 3	Please note we have undertaken many Hydrography assignments in the past wherein we have provided personnel and equipment for undertaking survey work. Please confirm if execution of survey projects on turnkey basis will qualify as SIMILAR WORK.	Yes
6	Chapter 5. Technical and Financial Bids, S. no. 4 and 7	Please confirm if local labour contractors, holding labour licenses, can be used for supply of labour.	As per tender document eligibility criteria
7	Chapter 3. Conditions of contract, clause 31. Terms of payment	Please note the payments to the labours are to be made on weekly basis. Please confirm weekly payment will be released to meet this requirement.	As per tender document clause 31(a)
<b>General clarifications in meeting</b>			
1	Clause 31(c); Terms of Payment of Chapter: 3 Condition of Contract		<b><i>“The Payment shall be made.....”</i></b> stands deleted.
2	Clause 31(e); Terms of Payment of Chapter: 3 Condition of Contract		<b><i>“The manpower required to.....”</i></b> stands deleted.

Based on the discussions the following points were clarified by Joint Secretary & Financial Adviser, MoWR, RD & GR:

1. The scope of work in present tender is exclusively for providing support services for hydrological observation and not for outsourcing/ hiring of manpower. In this regard, all the clauses in the tender document may be interpreted accordingly.
2. On the basis of verbal query by M/S Asian Services, Dehradun and subsequent discussion, the Earnest Money Deposit (EMD) shall be modified on the basis of proportionate estimated cost for 1 Year (Monsoon-5 months and Non-Monsoon-7 months) of service.
3. Performance Guarantee (PG) shall be modified on the basis of proportionate tendered value of successful tenderer for 1 Year (Monsoon-5 months and Non-Monsoon-7 months) of service. However, the period of Contract would remain same as specified in the tender document.
4. The Date of opening of Bids may be extended from 16.02.2018 to 23.02.2018 by all the Divisions.

The meeting ended with a vote of thanks by Chairman of the Committee.

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**Annexure-A****FINANCIAL BID (Modified)**

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

**Name of Division: MGD-1/MGD-2/MGD-3/HGD**

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

**Price schedule for New Sites:****Table-1a**

S. No.	Type of site	Monthly Amount in Monsoon Season(1 <sup>st</sup> June to 31 <sup>st</sup> October) (in Rs)	Monthly Amount in Non-Monsoon Season (1 <sup>st</sup> November to 31 <sup>st</sup> May) (in Rs)
(i)	(ii)	(iii)	(iv)
4.	G		
5.	GD/GDQ		
6.	GDS/GDSQ		
Sub Total			

**Table-1b**

Sl.No.	Season	No. of Months	Amount (Sub Total in Table 1a * No. of Months)
1.	Non Monsoon	15	
2.	Monsoon	10	
	Total	25	
GST			
Total (X)			

### **Price schedule for upgraded sites**

**Table- 2**

S. No.	Type of site	Monthly Amount
(i)	(ii)	(iii)
1	GD/GDQ	
2	GDS/GDSQ	
Sub Total		
Total for 25 months		
GST		
Total(Y)		

### **Total Bid Price**

**Table-3**

Sl.No.	Total	Amount
1	Total (X) from Table- 1b	
2	Total (Y) from Table -2	
3	<b>Grand Total (X+Y)</b>	
<b>In Words:</b>		

#### Details of work

- G: Gauge – daily 3 times at 08:00 hrs, 13:00hrs, 18:00hrs in non-monsoon and hourly in monsoon. Other works, if any.
- GD, GDQ: Gauge – daily 3 times at 08:00hrs, 13:00hrs, 18:00hrs in non-monsoon and hourly in monsoon. Discharge – once daily at 08:00hrs. Other works, if any.
- GDS, GDSQ: Gauge – daily 3 times at 08:00hrs, 13:00hrs, 18:00hrs in non-monsoon and hourly in monsoon. Discharge – once daily at 08:00hrs Silt – once in a day. Other works, if any

Signature of Contractor

Dated:

Place:

**Annexure to this meeting-I**

**Participants in Pre-Bid Meeting dated 31.01.2018**

**Work Description : e-Tender for Hiring of Support Services for Hydrological Observations in the rivers of India” under UGBO, CWC, Lucknow**

<b>Sl. No.</b>	<b>Name (Shri)</b>	<b>Designation</b>	<b>Office</b>
1.	Jagmohan Gupta	Joint Secretary & Financial Advisor	MOWR , RD & GR
2.	Bhopal Singh	Chief Engineer	UGBO,CWC, Lucknow
3.	Shiva Prakash	Superintending Engineer (C)	UGBO, CWC, Lucknow
4.	Ravindra Singh	Superintending Engineer	HOC, CWC, Varanasi
5.	Sudhir Kumar	Superintending Engineer	HOC, CWC, Dehradun
6.	Susheel Khajuria	Executive Engineer	MGD-I, CWC, Lucknow & MGD-III, CWC, Varanasi (additional charge)
7.	Ashish Kumar Singhal	Executive Engineer	HGD, CWC, Dehradun
8.	S.F.H.Abidi	Executive Engineer	MGD-II, CWC, Lucknow
9.	Subhash Chandra Singh	Assistant Accounts Officer	MGD-II, CWC, Lucknow
10.	S. K. Saxena	Sub-Divisional Engineer	MGD-II, CWC, Lucknow
11.	S. C. Tripathi	Assistant Engineer(C)	UGBO, CWC, Lucknow
12.	Narendra Kumar Singh	Assistant Accounts Officer	MGD-III, CWC Varanasi
13.	Anup Bhatt	Proprietor	Asian Services, Dehradun
14.	Ajay Kumar Pathak	-	Asian Services, Dehradun

**Other queries emerging out of Pre Bid Meeting held in YBO for the combined tender (now being retendered Division wise), held on 15.1.2018 and 27.2.2018**

<b>Sl. No.</b>	<b>Issue</b>	<b>Clarification</b>
1	Turnover required from the bidder should be limited to yearly estimated cost, instead of cost for total period	The tender has been modified accordingly.
2	Is the provision for EPF, ESI, Bonus, Leave etc. incorporated?	The bidder is to account for all statutory requirements in this regard, while preparing the financial bid.
3	Minimum wages of whether Central Govt. or State Govt. to be followed	It is for the bidder to decide, and accordingly quote. It is clarified that the present work is for services, and not for hiring of manpower, per se. However, in order to ensure quality of data, the minimum required manpower has been specified.
4	Exemption of EMD and Tender fee on the basis of NSIC-MSME certificate	Would be considered as per extant Government orders.

**GOVERNMENT OF INDIA**  
**CENTRAL WATER COMMISSION**  
Lower Yamuna Division

This Tender document contains 49 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing  
Authority :