



भारत सरकार
Government of India
जल शक्ति मंत्रालय,
Ministry of Jal Shakti
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग
Department of Water Resources, River Development & Ganga Rejuvenation
केन्द्रीय जल आयोग
Central Water Commission



e-Tender for “Hiring of 16 Nos. of Supervisory Staff on outsourcing basis for Hydro-meteorological Observations at various new sites (29 Nos.) under LGD-1, CWC, Patna”

NIT No.LGD-1/CWC/HQ-57/Supervisory Staff/2021/03

dated: 05.02.2021

Key Events and Dates

DATE OF ISSUE OF e-TENDER 05.02.2021(17:00 hrs.)
DOCUMENT ONLINE

DATE FOR PURCHASING e-TENDER 05.02.2021(17 :00 hrs. onwards)

LAST DATE AND TIME FOR RECEIPT 15.02.2021(17 :00 hrs.)
OF BIDS ONLINE

DUE DATE FOR OPENING OF 16.02.2021(17 :00 hrs.)
TECHNICAL BID ONLINE

OFFICER INVITING e-TENDER Executive Engineer,
Lower Ganga Division-1, Central Water
Commission, Amarnath Road, Adalatganj,
Patna-800001

PRICE OF TENDER DOCUMENT NIL

This tender document contains 33 pages including this page.

BLANK

INDEX

Contents

| | |
|--|----|
| Chapter 1. Instruction to Bidders | 7 |
| Chapter 2. Conditions of Contract | 14 |
| Chapter 3: Schedule of Requirements (list of sites) | 22 |
| Chapter 4: Specifications and allied Technical Details | 24 |
| Chapter 5: Technical and Financial Bids | 25 |
| Chapter 6: Contract Form..... | 28 |
| Chapter 7: Other Standard Forms..... | 29 |

BLANK

e-mail: mgd4cwcpat@gmail.com
eelgd1-cwc@nic.in
दूरभाष/फैक्स : +91612-2671541
Phone /Fax: +91612-2671541



भारतसरकार/Government of India
केन्द्रीयजलआयोग/Central Water Commission
अधिशायीअभियंताकार्यालय/Office of the Executive Engineer
निचलीगंगामंडला-/Lower Ganga Division-1
अमरनाथ पथ, अदालतगंज, पटना-800001/Amarnath Road, Adalatganj, Patna-800001

No. LGD-1/ CWC/ HQ-57/Supervisory Staff/2021/ 651-55

Date: 05.02.2021

ई-निविदा आमंत्रण सूचना/Notice Inviting e-Tender

NIT NO: LGD-1/ CWC/HQ-57/Supervisory Staff/2021/03 dated: 05.02.2021

The Executive Engineer, Lower Ganga Division-1, CWC, Amarnath Road, Adalatganj, Patna-800001 invites on behalf of the President of India, Tenders comprising of Technical and Financial bids from experienced and eligible Agency(s) for “Hiring of 16 Nos. of Supervisory Staff on Outsourcing basis for Hydro-meteorological Observations at various new sites(29 Nos.) under LGD-1, CWC, Patna”.

| | |
|----------------------------|--|
| 1. Name of work | : Hiring of 16 Nos. of Supervisory Staff on Outsourcing basis for Hydro-meteorological Observations at various new sites (29 Nos.) under LGD-1, CWC, Patna for the period from April, 2021 to March, 2022. |
| 2. Estimated Cost | : Rs. 69,28,842/- (Rupees Sixty Nine Lakh Twenty Eight Thousand Eight Hundred and Forty Two Only). |
| 3. Bid Security | : Bid Securing Declaration as per the Form 4, Chapter 7 has to be mandatorily submitted along with technical bid online. |
| 4. Performance Guarantee | : 3 % of Contract value |
| 5. Cost of Tender Document | : NIL |

Schedule of Tender

| | |
|---|--|
| DATE AND TIME OF ISSUE OF TENDER DOCUMENT ONLINE | 05.02.2021(17 :00 hrs.) |
| e-TENDER FORM AVAILABLE FROM | 05.02.2021(17 :00 hrs.) |
| DATE AND TIME OF PRE BID MEETING | 11.02.2021(17 :00 hrs.) |
| LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE | 15.02.2021(17 :00 hrs.) |
| DATE AND TIME OF OPENING OF TECHNICAL BIDS ONLINE | 16.02.2021(17 :00 hrs.) |
| PLACE OF OPENING OF BIDS ONLINE | O/o The Executive Engineer, Lower Ganga Division-1, Amarnath Road, Adalatganj, Patna-800001(Bihar) |
| PRICE OF TENDER DOCUMENT: | NIL |

1. e-Tender can be downloaded from website www.eprocure.gov.in and www.cwc.gov.in from **05.02.2021(17:00 hrs.) to 15.02.2021(17 :00 hrs.)** but their bids are liable to be rejected if following payment/Declaration is not received :
 - a. Bid Securing Declaration as per the Form 4, Chapter 7 has to be mandatorily submitted along with technical bid online.
2. The tender forms complete in all respects should be submitted by **15.02.2021 (17 :00 hrs.)**
3. **The pre-bid meeting for the tender will be held on 11.02.2021(17 :00 hrs.)** at the following venue: **O/o The Executive Engineer, Lower Ganga Division-1,Central Water Commission, Amarnath Road, Adalatganj, Patna-800001, Bihar (Phone no. 0612-2671541)**
4. The Technical bid of the tender will be opened at **16.02.2021(17 :00 hrs.)** in presence of the tenders who wish to see the opening of tender through their authorized representative who may choose to attend opening in this office. The time of opening of financial bids will be intimated later.
5. The NIT and tender can be downloaded from www.cwc.gov.in or www.eprocure.gov.in.
6. **Bids shall be accepted in online mode only.**
7. The Invitation to tender is subject to fulfillment of instructions and conditions as per schedules below:
 - Chapter- 1: Instruction to Bidders
 - Chapter -2: Condition of Contract
 - Chapter -3: Schedule of Requirement (List of sites)
 - Chapter -4: Specifications and allied Technical details
 - Chapter -5: Technical & Financial Bid
 - Chapter - 6: Contract Form
 - Chapter -7: Other Standard Form

Sd/-
Executive Engineer,
For and on behalf of the President of India,
Lower Ganga Division-1,CWC,Patna

प्रतिलिपि:

1. मुख्य अभियंता , निचली गंगा बेसिन संगठन, केंद्रीय जल आयोग, पटना ।
1. अधीक्षण अभियंता (सम०), निचली गंगा बेसिन संगठन, केंद्रीय जल आयोग, पटना ।
2. निदेशक (प्रबो०)-सह-अधीक्षण अभियंता (एच० ओ० सी०), प्रबोधन निदेशालय केंद्रीय जल आयोग, पटना।
3. लेखा शाखा, निचली गंगा मंडल-१, केंद्रीय जल आयोग, पटना।
4. सूचनापट, निचली गंगा मंडल-१, केंद्रीय जल आयोग, पटना।
5. केंद्रीय जल आयोग का वेब पोर्टल www.cwc.gov.in अथवा www.old.cwc.gov.in ।
6. ई-प्रकाशन , केंद्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in

Chapter 1. Instruction 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 before and during the pre-bid meeting. Tenderer is free to ask any clarification in the Pre-bid meeting to be held on **11.02.2021(17 :00 hrs.)** at the above mentioned venue. 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. 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 is permissible in the tender. If a tenderer does not explicitly agree with the payment terms, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xii) The words 'Tenderer', 'Agency' & 'Bidder' has been used interchangeably.
- (xiii) Bids shall be submitted online only at www.eprocure.gov.in the tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in.

- (xiv) Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.gov.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.
- (xv) Intending tenderers are advised to visit again CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- (xvi) Bidder should have experience of having successfully completed the services during last 05 (five) years and should be either of the following for each lot:
 - I. Three completed services of similar nature* costing not less than the amount equal to 40% of the estimated cost; or
 - II. Two completed services of similar nature* costing not less than the amount equal to 50% of the estimated cost; or
 - III. One completed services of similar nature* costing not less than the amount equal to 80% of the estimated cost.

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

- (xvii) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. The technical bid and financial bid submitted by the tenderer;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences 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 appropriate valid registration certificate, experience certificates executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 Chapter 7).
 - b. Signed and scanned copy of previous three Financial Years (2017-18, 2018-19 & 2019-20) Income-tax return (ITR) filed copy/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 (2017-18, 2018-19 & 2019-20).
 - d. Any other document in support of the Bid.
- (ii) MSEs participating in the tender must submit valid & authorized copy of certificate of registration as specified by Ministry of MSME (MoMSME) like Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME. **In this context, the nature of services and goods/items manufactured mentioned in MSE's certificate should match with the nature of the services and goods /items to be supplied as per Tender.**
- (iii) **The registration certificate issued must be valid as on Bid closing date of the tender.** Bidder shall ensure validity of registration certificate in case bid closing date is extended.

3. Qualification/Eligibility Criteria for the Tenderers:

- i). The Agency should be registered in India with permanent office in India.
- ii). The bidder should have GST No., PAN /Aadhar No.
- iii). Joint Ventures (JV) shall submit its full details.
- iv). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.
- v). 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. A declaration to the effect should be furnished.
- vi). 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 (A declaration to the effect should be furnished). For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).A declaration to the effect should be furnished
- vii). 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.
- viii). Average Annual financial turnover of related services in Central/ State Govt. / PSU during the last three financial years, ending 31st March, 2020 should be at least Rs. 35 Lakh (Rupees Thirt Five Lakh Only). Relevant work orders issued by Central/ State Govt./ PSU along with satisfactory performance certificates have to be enclosed.
- ix). 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 financial years (2017-18, 2018-19 & 2019-20).
- iii). Copies of work orders and experience issued by Central/ State Govt. / PSU along with satisfactory performance certificates in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
- iv). Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).

- v). Audited financial statements for the last three financial years (2017-18, 2018-19 & 2019-20) (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period).
- vi). Bank Account details.
- vii). Authority to seek references from the bidder's bankers.
- viii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.
- ix). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) percent of the contract price, if any.

5. Site Visit:

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

6. Period of validity of tenders

Tenders shall remain valid for **90 (Ninety) days after the date of tender(Technical Bid) 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.

7. Restrictions regarding Personnel Deployed:

The Agency shall be liable for all kinds of dues payable in respect of all personnel provided for Supervisory Staff under the contract and the Procuring Entity shall not be liable for any dues for availing the Supervisory Staff 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 Supervisory Staff for Hydro-meteorological 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 (Online only) both as described in Chapter 5. In the financial bids, as per schedule of requirements in Chapter 3, the Agency should quote considering locations of H.O sites under this Division. GST should be shown separately in the financial bid.

10. Tender Security and Performance Security

- i. **Bid Security:** Bid Securing Declaration as per the Form 4, Chapter 7 has to be mandatorily submitted along with technical bid online otherwise tender will be rejected.

- ii. **Performance Security**

The successful bidder shall furnish performance security at the rate of 3% of the contract value within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. It does not carry any interest. 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 Ganga Division-1, CWC, Patna payable at Patna or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in Chapter 7.

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) Instruction to the Bidders
- (iii) Conditions of the Contract
- (iv) Schedule of requirements.
- (v) Specifications and allied technical details.
- (vi) Technical & Financial Bid
- (vii) Contract Form
- (viii) Other Standard forms

12. Tendering Process

i. Marking and submission of tenders:

The e-tender shall be submitted online only at CPP website URL www.eprocure.gov.in by **15.02.2021(17 :00 hrs.)** The tenderers should submit both “Technical bid” and “Financial Bid” online only at CPP website URL www.eprocure.gov.in. 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 CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum/amendment.

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 purchaser on the Tender Form.

ii. Opening of Bids

Bids shall be submitted online only at CPP website URL www.eprocure.gov.in. Tenderer/Suppliers are advised to follow the instructions provided under ‘Instructions to the Bidders’ for the e-submission of the bids online through CPP portal. 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. 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 sites mentioned in the Schedule of Requirement. The tenders not quoting for all the services at all the sites shall be rejected.
- e. The tender for the Supervisory Staff 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 blacklist the tenderer and shall not be allowed to participate in the re-tendering process of the services.

iv. **Non-conformities between the figures and words of the Quoted Prices**

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

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

v. **Evaluation of Tenders**

- a) The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost. The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi- Government Agencies. The weightage for the technical evaluation shall be assigned as under:

| Sl. No. | Details | Maximum Marks |
|---------|--|---------------|
| 1. | Previous experience of agency in providing similar category of manpower to Government/semi Government Agencies (10 marks to be assigned per year of previous experience) | 50 marks |
| 2. | Clean track record of the Firm during the last three years (10 marks per year, if a Certificate of “ satisfactory performance and no debarment/ no adverse remarks ” is submitted from all the tendering authorities/ concerned departments for all the works during the last three years). | 30 marks |
| 3. | Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year, if there was profit as per the audited accounts) | 20 marks. |

- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. In the Financial Bids, if the service charge per person quoted is less than 5% of the basic minimum wages, their tender will be rejected outrightly. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis. If the marks are also equal for the eligible bidders, the Bid Evaluation Committee will recommend the Bidder, who is most responsive in all respect.

The purchaser does not bind himself to accept the lowest or any other tender.

vi. **Award of Work**

Within 15(Fifteen) 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: The Executive Engineer,
Lower Ganga Division-1, Amarnath Road, Adalatganj,
Patna-800001, Bihar
- ii). Tender number: LGD-1/CWC/HQ-57/Supervisory Staff /2021/03 dated: **05.02.2021**
- iii). Qualification requirements: -As per specified in tender document.

B: PRE-BID MEETING

Pre bid meeting: The bidder's designated representative is invited to attend a pre bid meeting which will take place at **O/o The Executive Engineer, LGD-1, Amarnath Road, Adalatganj, Patna-800001 on 11.02.2021(17 :00 hrs.)**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C: PREPARATION OF BIDS

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

D: SUBMISSION OF BIDS

- i). Only online bids shall be accepted.
- ii). Last date and time for bid submission is **15.02.2021(17 :00 hrs.)**

E: BID OPENING AND EVALUATION

- i). The Technical bid of the e-tender will be opened online on **16.02.2021(17 :00 hrs.)** in presence of the tenderers who wish to see the online opening through their authorized representative 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.

Chapter 2. Conditions of Contract

14. 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.

Contract means the agreement reached by the Purchaser and the Contractor 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 Contractor proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

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

Purchaser: The President of India through Executive Engineer, Lower Ganga Division-1, CWC, Amarnath Road, Adalatganj, Patna-800001.

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

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

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

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

15. Scope of the work

The scope of the work is **Hiring of 16 nos. of Supervisory Staff on outsourcing basis** at various new sites (29 Nos. as per Chapter 3 of the Tender Document) under the jurisdiction of Executive Engineer, Lower Ganga Division-1, CWC, Amarnath Road, Adalatganj, Patna-800001 as specified in schedule of requirements.

The brief of duties of Supervisory Staff is as given below.

Supervisory Staff perform duties such as Supervising or undertaking of Gauge Reading, Discharge Observation, Silt work, water Quality work, telemetry related work, general office work, computer related work and any other work assigned by the senior officers.

16. 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.

17. 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.

18. Contractor's responsibilities and Obligations

a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and 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 Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.

b. The Contractor 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 Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.

d. The Contractor whose tender is accepted, will be required to furnish:-

- i. Performance Security
- ii. Certificate of Service Tax Registration.
- iii. Photo copy of registration certificate.
- iv. Photo copy of PAN
- v. EPF Registration,
- vi. ESI Registration,
- vii. Up-to date VAT & Service Tax clearance certified along-with the bid documents
- viii. Any other document as required by the purchaser

19. Purchaser's responsibilities

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

20. Duration of contract

The period of operation of the contract shall be for 12 months from April, 2021 to March, 2022. The duration of contract may be altered/ modified by the purchaser before awarding contract.

21. Programme of work

The manpower will have to be supplied by the agency/contractor within 15 days of award of contract at any of the 10 sites as identified in the Chapter 3, Schedule A.

22. Confidentiality

- a. The Contractor 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 Contractor 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 Contractor 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 Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

23. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- 2) Incomplete tenders/tenders may 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 India.
- 5) The contractor should be professionals & having experience in handling manpower in last three years having turnover of Rs. 35 Lakh (Rupees Thirt Five Lakh Only) per year for relevant works.

- 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 rejected.
- 7) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors 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/she 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) Bidding only through e-procurement web portal of CPP (<https://eprocure.gov.in>) is acceptable under this contract.
- 10) This office shall not be liable for any financial or any other loss occur to bidder due to cancellation of tendering process at any stage by this office.

24. Special Conditions of Contract

- 1) The number of manpower 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.
- 2) The tenderer will have to provide the manpower as & when the sites are made available by the purchaser. The payment for the same will be made as per the actual period of deployment.
- 3) The net rate quoted per person should include all taxes, insurance, etc. while quoting rate, this point should be kept in mind.
- 4) The basic rate quoted by the bidder should not be less than the latest minimum rates of wages ordered by Chief Labour Commissioner; Government of India which is valid on the date of online issue of this tender document. Otherwise, tenders submitted will be rejected.
- 5) EPF and ESIC has to be mandatorily quoted as per prevailing statutory requirement otherwise tenders submitted will be rejected.
- 6) As per requirement, the manpower deployed at sites may be require to move to other sites/ offices/ places for any specific work.
- 7) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- 8) The Supervisor Staff to be deputed by the agency should have swimming skills in river.
- 9) The persons supplied by the Agency shall not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons shall be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- 10) The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- 11) The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules, as per Labour Laws.

- 12) There is no Master and Servant relationship between the employees of the service provider and this office.
- 13) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this 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 service provider to this Department.
- 14) If at any stage, the agency is found to be involved in 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 may be terminated at the discretion of the purchaser and the agency will be blacklisted. Any such due payment would be deducted from the running/ final bill or performance security of the agency and would be paid to the concerned deployed persons.
- 15) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.
- 16) The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter arising under the clause shall be final and binding on the agency.
- 17) That the persons engaged shall not be below the age of 21 years.
- 18) That the persons engaged shall not interfere with the duties of the employees of this office.
- 19) The functional control over the personnel deployed by the Agency will rest with this Office and the disciplinary/administrative/Technical control will be with the Agency.
- 20) This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements.
- 21) The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 22) The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 23) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall not be the responsibility of this office.
- 24) The agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
- 25) The service provider shall ensure proper conduct of persons provided in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
- 26) No wage/remuneration will be paid to deployed persons for the days of absence from duty.
- 27) The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The substitute shall be provided within 48 hours of purchaser intimating the agency.
- 28) In case of non-availability of worker because of sickness or any other reason, the service provider will provide his/her replacement to the satisfaction of the department on next working day.
- 29) The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.

- 30) 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 service provider.
- 31) The service provider shall be responsible for the safety and security of the computer hardware, other equipment provided by the department. If any equipment, computer becomes non- functional/ damaged due to mishandling by the staff provided by the service provider, the charge for making the equipment, computers operational will be recovered from the agency. For this purpose an indemnity bond has to be signed and furnished by the agency.
- 32) This office will maintain an attendance register in respect of the staff deployed by the agency both on attendance register and/or in Aadhar Enabled Biometric Attendance System (AEBAS). All manpower/staff provided by the agency must have valid Aadhar number. On the basis of attendance wages/remuneration will be decided.
- 33) The service provider shall engage the necessary person(s) as required by the Office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the Office.
- 34) Working hours would be normally 8 hours per day in shifts with weekly rest. However, the concerned person may have to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.
- 35) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
- 36) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 37) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office.
- 38) 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.
- 39) Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages. Any statutory increase in wages/ DA etc. is to be absorbed by the service provider.
- 40) Accordingly, vender should quote rate keeping in mind of such provisions during the operations of the contract.
- 41) Failure to pay such increase in minimum wages shall constitute the breach of conditions of contract and will lead to termination of contract.
- 42) TA and DA equivalent to regular work-charged employee of CWC of particular area in each lot for the personnel deployed by bidder for Hydro-meteorological work will be reimbursed to the bidder along with monthly bill on production of approved tour program by Engineer-in-charge and receipt of the journey.
- 43) The successful bidder has to provide one week training to its personals in the field of Hydro-meteorological observations, record keeping and maintenance of sites before actual deployment. Division of CWC will assist the bidder in training.
- 44) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 45) 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.
- 46) Any dispute arising out of the contract shall be settled within the jurisdiction of Patna only.
- 47) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 48) The agency will provide the list of Supervisory Staff to Executive Engineer, Lower Ganga Division-1, CWC, Amarnath Road, Adalatganj, Patna-800001 (Bihar) who will in turn allocate work of specific sites. The vendor will need to provide some additional names of Supervisor to the officer-in-charge

out of which requisite number will be picked up. The agency shall provide bio-data of persons it intend to provide to the office.

25. Penalty

- a) In case the Contractor is unable to provide Supervisory staff, alternate arrangement will be made by the site-in-charge at the cost of Contractor. In addition Performance Security may also to be forfeited.
- b) In case Supervisory Staff remains absent, he would not be paid wages for his period of absence. Further, a penalty of Rs. 500 per day would be imposed if contractor is not able to provide a replacement within 7 days of respective staff.
- c) 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.

26. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.

27. Force Majeure

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

28. Contract Price

- a. Service charges by the tenderer shall be fixed during the tenderer's performance of the Contract and shall not subject to any variation on any account.
- b. Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages. Any statutory increase in wages/ DA etc. is to be absorbed by the service provider including corresponding increase in the EPF, ESIC etc.
- c. Accordingly, vender should quote rate keeping in mind of such provisions during the operations of the contract.
- d. Failure to pay such increase in minimum wages shall constitute the breach of conditions of contract and will lead to termination of contract.
- e. The prices should be given as per the format given in price schedule.
- f. Taxes as applicable shall be payable.

29. Terms of Payment

- a. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released after submission of claim, complete in all respects such as dated Acquaintance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards P.F./ESI in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
- 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 Ganga Division-1, Amarnath Road, Adalatganj, Patna-800001 from every payment made under this contract.

- c. The payment may be made through cross cheque /demand draft/e-payment mode.
- d. The agency shall provide proof of payment made to the deployed persons with each month's running bill.
- e. Govt. Tax/Levy/Duty, Service Tax etc. for the work shall be borne by tenderer.
- f. Payment of GST shall be made to the agency as per the rate quoted by the agency in the Financial Bid or in the running bill as per the applicable GST rate, whichever is lower.
- g. Payments to the service provider would be strictly on the basis of attendance by the officer with whom the personnel is attached.

30. Taxes and Duties

- h. All the existing and new taxes, levies, octroi, custom and other charges levied on the services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

31. Advances

No advance payment is payable under this contract.

32. Release of Claims

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

33. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The 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. Contractor shall observe all laws related to the supply of manpower of both Government of India and State Government of as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

34. Termination of Contract

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor 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 Contractor's Default

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract:
 - i. If the Contractor becomes bankrupt or insolvent.
 - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor neglects its obligations under this contract.
 - iv. If the contractor 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 Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Contractor

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

- i. The Contractor 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 wages etc and any amount due to the Service Provider from the office shall be forfeited.

d. On every termination

I. The Contractor 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 Contractor. The decision of the purchaser shall be final in this respect.

35. 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 Contractor 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.

36. Notices

Not with standing anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

37. Disputes

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

38. Settlement of Disputes

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

39. Extension of Contract:

The contract may be further extended upto a period of 01 (One) Year or less at a time and not more than 03 (Three) times in total.

Chapter 3: Schedule of Requirements (list of sites)

Name of Work: Hiring of 16 nos. of Supervisory Staff on outsourcing basis for Hydrological Observations at various new sites (29 Nos.) under LGD-1, CWC, Patna for the period from April 2021 to March 2022.

Name of Organisation: Lower Ganga Basin Organisation, Central Water Commission, Patna

Name of Division: Lower Ganga Division-1, CWC, Amarnath Road, Adalatganj, Patna-800001

| Sl. No. | Name of sites | Sub-Division | River | District | State | Type of site |
|---------|-------------------|---|---------------|----------------|-------|--------------|
| 1 | Chhitaunighat | Burhi Gandak Sub - Division, Muzaffarpur | Gandak | Kushi Nagar | UP | GD |
| 2 | Bagaha | | Gandak | West Champaran | Bihar | G |
| 3 | Thakraha | | Gandak | West Champaran | Bihar | GD |
| 4 | Kukraha | | Gandak | West Champaran | Bihar | G |
| 5 | Sugauli | | BurhiGandak | East Champaran | Bihar | G |
| 6 | Chintawanpur | | BurhiGandak | East Champaran | Bihar | G |
| 7 | Kanti | | BurhiGandak | Muzaffarpur | Bihar | GQ |
| 8 | Sakra | | BurhiGandak | Muzaffarpur | Bihar | GQ |
| 9 | Indo-Nepal Border | | Lakhendehi | Sitamarhi | Bihar | GD |
| 10 | Bairganina | | Lalbekia | East Champaran | Bihar | GDSQ |
| 11 | Lakhoura | | Tiyar | East Champaran | Bihar | GDSQ |
| 12 | Madhuban | | Kachhua | East Champaran | Bihar | G |
| 13 | Belsand | | Bagmati | Shivhar | Bihar | GD |
| 14 | Bishunpur | Bagmati Kamla Balan Sub-Division, Darbhanga | Bagmati | Darbhanga | Bihar | G |
| 15 | Saharghat | | Adhwara Group | Madhubani | Bihar | GD |
| 16 | Kapasiya | | Kamla | Madhubani | Bihar | G |
| 17 | Kakarghati | | Kamla | Darbhanga | Bihar | GDSQ |
| 18 | Nirmali | | Kosi | Supaul | Bihar | GDSQ |
| 19 | Jhagarua | | KamlaBalan | Madhubani | Bihar | G |
| 20 | Badlaghat | Kosi Sub-Division, | Bagmati | Khagaria | Bihar | G |

| | | | | | | |
|----|-----------------|--------------------------------------|-----------|------------|-------|------|
| 21 | Mohauddin Nagar | Begusarai | Baya | Samastipur | Bihar | G |
| 22 | Bachhwada | | Baya | Begusarai | Bihar | GDSQ |
| 23 | DalsinghSarai | | Noon | Samastipur | Bihar | GD |
| 24 | Dhamaraghat | | Kosi | Khagaria | Bihar | G |
| 25 | Moujabadi | Lower Mahananda Sub-Division, Purnea | Mahananda | Kishanganj | Bihar | G |
| 26 | Rauta | | Kankai | Purnea | Bihar | G |
| 27 | Bathnaha | | Parmaan | Araria | Bihar | G |
| 28 | Amour | | Parmaan | Purnea | Bihar | G |
| 29 | Sikti | | Bakra | Araria | Bihar | GD |

Chapter 4: Specifications and allied Technical Details

For Supervisory Staff, the qualifications required are:-

| Sl.No. | Type of qualification | Requirement |
|---------------|------------------------------|---|
| 1. | Educational | Minimum qualification is 3 years Diploma in Civil Engineering |
| 2. | Physical | Shall be physically fit to carry out work assigned. |
| 3. | Mental | Shall be mentally sound to understand and carry out works assigned. |
| 4. | Medical | Shall be medically fit. |
| 5. | Desirable | Should own an Android mobile phone with at least 4G network facility(required to send site work photographs etc frequently or video calling) |

Chapter 5: Technical and Financial Bids

TECHNICAL BID (must be submitted)

Name of Work: Hiring of 16 Nos. of Supervisory Staff on outsourcing basis for Hydrological Observations at various new sites (29 Nos.) under LGD-1, CWC, Patna for the period from April 2021 to March 2022 (12 months).

Name of Organisation: Lower Ganga Basin Organisation, Central Water Commission, Patna

Name of the Division: Lower Ganga Division-1, CWC, Patna

(To be furnished online only.)

| Sl.No. | Particulars | To be filled by the tenderer |
|--------|--|------------------------------|
| 1. | Name of the Agency | |
| 2. | Date of establishment of the Agency | |
| 3. | Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person(copy to be enclosed) | |
| 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. (copy to be enclosed) | |
| 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(copy to be enclosed) | |
| 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?(If yes, copy to be enclosed) | |
| 13. | Financial turnover of the tendering company/firm/Agency for the last 3 financial year (2016-17,2017-18 , 2018-19) 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 Organisation, confirmation of compliance with (or deviations from) Description of Services, Activity Schedule, Statutory Obligation and Facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Agency, Contract For, General Conditions of Contract(GCC) and Special Conditions of Contract(SCC); etc. and
- E: Enclosures: Cost of Bid/Bid Processing Fee/ Bid Security Declaration.

Signature of the bidder with seal

FINANCIAL BID

Name of Work: Hiring of 16 Nos. of Supervisory Staff on outsourcing basis for Hydrological Observations at various new sites (29 Nos.) under LGD-1, CWC, Patna for the period from April 2021 to March 2022 (12 months).

Name of Organization: Lower Ganga Basin Organization, Central Water Commission, Patna

Name of Division: Lower Ganga Division-1, Central Water Commission, Patna

(To be filled online only in BOQ xls format)

To

Executive Engineer, Lower Ganga Division-1,
Central Water Commission, Amarnath Road, Adalatganj, Patna-800001 (Bihar)

Subject:-Quotation for award of contract for providing the services of 16 Nos. of Supervisory Staff(Highly Skilled Industrial worker posted in 'C' area in non- agriculture sector) as per Ministry of Labour & Employment, Government of India Order No. F.No.1/20(3)/2020-LS-II dated 12/10/2020)-reg.

Sir,

With reference to your tender published in dated.....on the subject mentioned above, I/We quote the rate for above mentioned work as under:

| Sl. No. | Particulars | Rate (in Figures) | Rate (in words) | Monthly Total for 16 nos. of Supervisory Staff (both in figure and words) |
|---------|---|-------------------|-----------------|---|
| I | II | III | IV | V |
| 1. | Basic Daily Wages including VDA per person | | | |
| 2. | Insurance Charge (ESIC) (% of the basic wages) | | | |
| 3. | EPF contribution (% of basic wages) | | | |
| 4. | Liabilities, if applicable (in detail) | | | |
| 6. | Service Charges per person per month (% of basic wages) | | | |
| 7. | Any other charges (Pl. indicate) | | | |
| 8. | GST (%) | | | |
| | Grand Total for 16 nos. of Supervisory Staff for one year(Rs.) | | | |

Any other points to be mentioned:

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable.

Yours faithfully,

(Authorized Signatory)
(With name/designation, contact no & seal)

Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Ganga Division-1, Central Water Commission, Patna(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 16 Nos. of Supervisory Staff for Hydro-meteorological Observations on various new sites (29 Nos.) under Lower Ganga Division-1, Central Water Commission, Patna 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 16 Nos. of Supervisory Staff for Hydro-meteorological Observations at various new sites under Lower Ganga Division-1, Central Water Commission, Amarnath Road, Adalatganj, Patna-800001 | | |

TOTAL VALUE:

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

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

Chapter 7: Other Standard Forms

Form 1

MODEL BANK GUARANTEE FORMAT

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 of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This guarantee will remain in force upto and including 60 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) (herein after 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 there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

Form 3

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Lower Ganga Division-1
Central Water Commission
Amarnath Road, Adalatganj, Patna-800001

Sub: Acceptance of Terms & Conditions of Tender (Tender No. LGD-1/CWC/HQ-57/Supervisory Staff/2020/03 dated: 05.02.2021.

Name of Tender/Services: - Hiring of 16 Nos. of Supervisory Staff on outsourcing basis for Hydro-meteorological Observations at various new sites (29 Nos.) under Lower Ganga Division-1, Central Water Commission, Patna for the period from April 2021 to March 2022 (12 months).

Dear Sir,

1. I / We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web _____ site(s) _____ namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid 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 NIL

Form 4 Bid-Securing Declaration

(The Bidder shall fill in this Form in accordance with the instructions indicated on Company Letter Head)

Date:

Bid No./NIT No.

Alternative No.:

To:

**The Executive Engineer
Lower Ganga Division-1
Central Water Commission
Amarnath Road, Adalatganj, Patna-800001**

We, the undersigned, declare that: We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *five year* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Name of the Bidder*:

.....

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

.....

Title of the person signing the Bid.....

Signature of the person named above.....

Date signedday of,

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

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

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

(Tender No. LGD-1/CWC/HQ-57/Supervisory Staff/2021/03 dated: 05.02.2021.)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

LOWER GANGA DIVISION-1
AMARNATH ROAD, ADALATGANJ
PATNA, BIHAR

This Tender document contains 33 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :