NATIONAL COMPETITIVE BID (NCB)

TENDER DOCUMENT

HIRING OF SUPPORT SERVICES FOR FUNCTIONING OF HYDROLOGICAL OBSERVATION AT DIFFERENT SITES ON MAHAKALI RIVER & ITS TRIBUTARIES UNDER PANCHESWAR HYDROLOGICAL OBSERVATION SUB DIVISION, CENTRAL WATER COMMISSION, TANAKPUR



GOVERNMENT OF INDIA

DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA
REJUVENATION
CENTRAL WATER COMMISSION
PLANNING & INVESTIGATION DIVISION, FARIDABAD
GOVERNMENT OF INDIA

DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA REJUVENATION

CENTRAL WATER COMMISSION PLANNING & INVESTIGATION DIVISION, FARIDABAD



HIRING OF SUPPORT SERVICES FOR FUNCTIONING OF HYDROLOGICAL OBSERVATION AT DIFFERENT SITES ON MAHAKALI RIVER & ITS TRIBUTARIES UNDER PANCHESWAR HYDROLOGICAL OBSERVATION SUB DIVISION, CENTRAL WATER COMMISSION, TANAKPUR

TENDER NO: 102/06/NIT/2022/2995-99 Dated_17/11/2022

OFFICER INVITING TENDER	Executive Engineer, P&I Division CWC,
	Qtr No 1064 Type V NH IV, NIT Faridabad
	Email: pi-cwc@gov.in
	Telephone No – 0129-2412576
DATE AND TIME OF ISSUE OF BID	18.00hrs on 17/11/2022
DOCUMENT ONLINE (PUBLISHING	
DATE)	
TENDER FORM AVAILABLE	10.00hrs on18/11/2022
ONLINE FROM (SALE START DATE)	
LAST DATE AND TIME FOR	15.00hrs on 12/12/2022
DOWNLOADING BIDDING DOCUMENT	
(SALE END DATE)	
SEEK CLARIFICATION START DATE	10.00hrs on 18/11/2022
CEEK OF A DIELCA WOON END DAME	17.001 24/11/2022
SEEK CLARIFICATION END DATE	17.00hrs on 24/11/2022
DATE AND TIME OF PRE-BID MEETING	15.00hrs on 25/11/2022
DID GLIDA MGGLON GELA DEL DA EST	10.001
BID SUBMISSION START DATE	10.00 hrs on 25/11/2022
BID SUBMISSION END DATE	15.00 hrs on 12/12/2022
DATE AND TIME OF OPENING OF BIDS	15.00hrs on 13/12/2022
PLACE OF OPENING OF BIDS	FARIDABAD

Tender for Hiring of Support Services for Functioning of HO sites under PHO Sub-Division, Tanakpur

TENDER FEE:	NIL

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GOVERNMENT OF INDIA CENTRAL WATER COMMISSION PLANNING & INVESTIGATION DIVISION, FARIDABAD

NOTICE INVITING e-TENDER

Executive Engineer, P&I Division, Central Water Commission, Department of Water Resources, River Development and Ganga rejuvenation, invites, on behalf ofthe President of India, online e-Tenders comprising of Technical and Financial bids in two envelop system from experienced and eligible legal entities for selection of the Agency for "HIRING OF SUPPORT SERVICES FOR HYDROLOGICAL OBSERVATION IN DIFFERENT SITES ON MAHAKALI RIVER& ITS TRIBUTARIES UNDER PHO SUB DIVISION, CENTRAL WATER COMMISSION, TANAKPUR, UTTRAKHAND".

1. **Tender No.**: 102/06/NIT/2022/2995-99

2. Date of Issue : 17/11/2022

3. Name of services: Hiring Of Support Services For Hydrological Observation

In Different Sites On Mahakali River & Its Tributaries Under PHO Sub Division, Central Water Commission.

Tanakpur, Uttrakhand

4. Earnest Money Deposit 2.00 Lakhs (Exempted for MSME registered vendor for

(EMD): similar works)

5. Performance Security: 3% of tendered Value

6. Tender Fee : NIL

1. SCHEDULE OF e-TENDER

DATE AND TIME OF ISSUE OF	18.00hrs on 17/11/2022
BID DOCUMENT ONLINE	
(PUBLISHING DATE)	
TENDER FORM AVAILABLE	10.00hrs on 18/11/2022
ONLINE FROM (SALE START DATE)	
LAST DATE AND TIME FOR	15.00hrs on 12/12/2022
DOWNLOADING BIDDING DOCUMENT	
SEEK CLARIFICATION START DATE	10.00hrs on 18/11/2022
SEEK CLARIFICATION END DATE	17.00hrs on 24/11/2022
DATE AND TIME OF PRE-BID MEETING	15.00hrs on 25/11/2022
BID SUBMISSION START DATE	10.00 hrs on 25/11/2022
BID SUBMISSION END DATE	15.00 hrs on 12/12/2022

DATE AND TIME OF OPENING OF BIDS	15.00hrs on 13/12/2022
PLACE OF OPENING OF BIDS	FARIDABAD
TENDER FEE:	NIL

- 2. Tender document can be downloaded from website www.eprocure.gov.in and www.cwc.nic.in from 10.00 hrs on 18/11/2022 to 15.00 hrs on 12/12/2022. However, the tender submitted by the Bidder will be opened only if following document is submitted in original before due date and time of opening of tender:
- 3. Tender forms completed in all respects should be submitted online only by 15.00 hrs.on 12/12/2022.Offline submission of tender and related documents is not permitted.
- 4. A pre-bid meeting shall be held at 15.00.hrs.on 25/11/2022.in office of Executive Engineer, P&I Division, CWC, Qtr No. 1064, type V, NH IV NIT, Faridabad, to clarify issues or to answer any questions pertaining to the Tender.
- 5. Technical bids of the tender will be opened online at 15.00 hrs. on 13/12/2022.in presence of the tenders/bidders who wish to see online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. Time, place and other details of opening of financial bids will be intimated later.
- 6. Tender document can be seen online rom http://www.eprocure.gov.in or http://www.eprocure.gov.in or http://www.eprocure.gov.in it is mandatory to download official copy of tenders from http://www.eprocure.gov.in.
- 7. Bids shall be accepted through e-procurement only at CPP portal of http://www.eprocure.gov.in.
- 8. Invitation to e-tender issue object 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 and Financial Bid Chapter –

Chapter - 6 : Contract Form

Chapter-7: Other Standard

अधिशासी अभियंता योजना एवं अन्वेषण मण्डल, केन्द्रीय जल आयोग,फ़रीदाबाद

प्रतिलिपी /Copy To:

- 1. मुख्य अभियंता,यमुना बेसिन संगठन,केन्द्रीय जलआयोग,नईदिल्ली।
- 2. अधीक्षण अभियंता,योजना परिमंडल,केन्द्रीय जल आयोग,फ़रीदाबाद।
- 3. सहायक लेखा अधिकारी,योजना एवं अन्वेषण मण्डल,केन्द्रीय जल आयोग,फ़रीदाबाद।
- 4. उपमंडल अभियंता/कनिष्ठ अभियंता (मुख्यालय),केन्द्रीय जल आयोग,फ़रीदाबाद।
- 5. नोटिस बोर्ड योजना परिमण्डल,योजना एवं अन्वेषन मण्डल,फ़रीदाबाद।

Executive Engineer (P&I Division, CWC, Faridabad)

CHAPTER1: INSTRUCTIONS TO BIDDER

1. **GENERAL**

Before submitting the Bid, it is presumed that the Bidder has understood the exact requirements of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission/Purchaser to understand the environment, facilities and accessibility. In case of any discrepancy or ambiguity noticed by Bidder in the scope of work and the desired deliverables and functionality expected from the work, it is mandatory to raise any clarification in writing by Bidders and in turn get that clarified from the Purchaser in writing at least three days before the last date of tender submission. Apre-bid meeting shall be held as per time, date and place mentioned in Bid Data sheet. Bidders may also send queries in the official email id before pre-bid meeting. In case of no such clarification is required by the Bidder, it will be construed that all the requirements of the Purchaser are understood by the Bidder. No communications will be entertained in this regard at any stage after the opening of Bids. The other General instructions to the Tender are as under:

- 1.1 No Bidder will be allowed to amend or withdraw any terms & conditions/parts or whole/quoted prices of its bid under any circumstances after the deadline for submission of bid.
- 1.2 Purchaser has the right to accept or reject any or all the bids, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- 1.3 Canvassing, soliciting, fraud practices, suppression of facts, stating wrong factsand fraudulent practice by the Bidder may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- 1.4 Bidders are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- 1.5 Each Bidder is entitled to submit only one online bid under his Digital Signature Certificate (DSC). Tender documentis non-transferable.
- 1.6 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tender document by amendment(s) which may be communicated to all the Bidders through Central

- Public Procurement Portal (CPPP).
- 1.7 Bidders must quote the rate keeping in mind all the terms and conditions mentioned in the tender document.
- 1.8 The valid means of communication for this tender shall be in writing, through e-mail/fax followed by Postal confirmation.
- 1.9 It is suggested that the Bidders may acquaint themselves with the requirements of the work before submitting the Bid. Bidder should visit at their own cost the various hydrological sites before submission of bid.
- 1.10 No deviation in the payment terms mentioned is permissible in the tender. If a Bidder does not explicitly agree with the payment terms mentioned in the tender document, their bids will be rejected for being non-responsive.
- 1.11 Word 'bid' and 'bidding' has been used interchangeably with the words 'tender'and'tendering'respectively.
- 1.12 Word'Bidder' and 'Agency' may used interchang eably.
- 1.13 Bids shall be submitted online only at CPPPortal viz. http://www.eprocure.gov.in. Bidder is advised to follow the instructions provided in the Instructions to the Bidder for online/e-submission of the bids through CPP Portal. The tender notice is also available at CWC website viz. http://www.ewc.nic.in.
- 1.14 A Bidder, having downloaded the tender from the Central Public Procurement Portal (CPPP) website http://www.eprocure.gov.in and http://www.ewc.nic.in, shall not tamper/modify the tender forms including downloaded price bid template in any manner. If the same is found to be tempered/ modified in any manner, the bids of the Bidder shall be rejected and the EMD of the Bidder will be forfeited.
- 1.15 Intending Bidders are advised to visit again CPP website http://www.eprocure.gov.in and CWC website http://www.cwc.nic.in at least 01(one) day prior to closing date of submission of Bid to take cognizance of any corrigendum /amendment, if any.
- 1.16 Purchaser shall not be held liable for any delays due to system failure beyond itscontrol. Even though the system will attempt to notify the bidders o if any bid

updates,the Purchaser shall not beliable for any information not received by the bidder.It is the bidders'responsibility to verify the website for the latest information related to this bid.

- 1.17 For the purpose of this tender, the Contract Agreement with the success ful Bidder shall comprise of:
- (i) Special Condition of Contract
- (ii) General Condition of Contract
- (iii) Tenderform, technical bid and the price schedule submitted by the Bidder;
- (iv) Tender document;
- (v) Amendments to the tender document;
- (vi) Post tender opening correspondence; and
- (vii) The Purchaser's Notification of Award.

2. SUBMISSION OF DOCUMENT

- 2.1 Following documents are to be furnished online as part of <u>Technical Bid (COVER-1)</u>by the Bidder.
- (i) Signed and scanned copy of PAN and GSTN umber;
- (ii) Tender Acceptance Letter (FORM II of Chapter7);
- (iii) Signed and scanned copy of Income-tax returns of last three years (AY2019-22);
- (iv) (a)Signed and scanned copy of the Certificate of Registration (CoR) and Partnershipdeed of the Partnership Firm,
 - (b) Signed and scanned copy of the Certificate of Registration and LLP Agreement (if applicable) of the Limited Liability Partnership (LLP),
 - $(c) \quad Signed and scanned copy of Certificate of Incorporation (CoI) and Memorandum of Association (MoA) and Article of Association (AoA) of Company,\\$
 - (d) Signed and scanned copy of the Agreement of Joint Venture(JV);
 - (e) Signed and scanned copy of Audited Annual Financial Statement of last 03(three) years of the firm/company/LLP/JV.

However, in case of Startups, the signed and scanned copy of the Audited Financial Statement of last 03 (three) years or less, if the start-up firm/companyis in existence for less than three years. The start-up claiming relaxation for this requirement shall submit a valid and authorized copy of certificate of registration asspecified by Department for

Promotion of Industry and Internal Trade (DPIIT). Incase of unavailability of the audited Annual Financial Statement of the immediate preceding Year ending on 31stMarch 2022, a certified copy of the same may be submitted subject to the condition that the Audited Annual Financial Statement of the immediate preceding Financial Year ending on 31stMarch,2021 shall be further submitted at the earliest, prefer ably with in 03(three)months from the date of Award of tender; in case of bidder fails to submit the audited Annual Financial Statement of the immediate preceding Financial Year ending on 31stMarch, 2021,his bidmay be rejected summarily;

- (v) The written power of attorney by the bidder in favour of the authorized signatory signing the bid.
- (vi) Documents related to work experience like completion certificate from previous employer; and
- (vii) Signed and scanned copy of previous three Financial Years(2019-20, 2020-21, 2021-22) Income-tax return (ITR) filed /GST No./Affidavit of partnership firm/Pvt. Ltd.
- (viii) Signed and scanned copy of audited Balance sheet of last three years (2019-20,2020-21,2021-22).
- (ix) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources). Cash flow Certificate from scheduled bank or Chartered Accountant isto be submitted.
- (x) BankAccount details.
- (xi) Authority to seek references from the bidder's bankers.
- (xii) Information regarding any litigation, current or during the last five years, in which the Bidderis involved, the parties concerned and disputed amount
- (xiii) Self-certified declaration of not been black listed by any Central/ State Govt. / PSU.
- (xiv) Any other document in support of Bid.
- 2.2 Following documents are to be furnished online as part of *FinancialBid(COVER -2*) by the bidder:

(i) Letter of the financial bid

(ii) **Bill of Quantities (BOQ):** The BOQ shall be furnished by the Bidder using the Schedule uploaded with the bidding documents wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.

3. QUALIFICATION/ ELIGIBILITY CRITERIA FOR BIDDERS

- 3.1 The Bidder should be a legal entity of the following nature:
- (a) A Company registered under The Companies Act1956/2013; or
- (b) A Partnership firm registered under 'The Partnership Act1932'; or
- (c) An LL Pregistered under 'The Limited Liability Partnership Act2008'; or
- (d) An eligible Joint Venture(JV) firmunder Indian Laws
- 3.2 The site wise estimated cost of the work shall be as detailed below:

Name of Organisation: Yamuna Basin Organisation Name of Circle: Planning Circle Name of Division: P&I Division		Jurisdiction area	Engineer-in- charge	
S.No.	Name of Sub Division Estimated Cost (in Rs)			
1	PHO Sub Division, CWC, Tanakpur	Rs. 96,20,504/-	Uttarakhand	Executive Engineer, PID CWC, Faridabad

- 3.3 Bidder should have experience of having successfully completed the services during last05(five) years as detailed below:
- Three completed services of similar nature* costing not less than the amount equal to
 13.33% of the total estimated costor
- ii. Two completed services of similar nature* costing not less than the amount equal to20% of the total estimated costor
- iii. One completed services of similar nature* costing not less than the amount equal to 26.67% of the total estimated cost-
 - *Similar Nature means providing manpower services or carrying out the work of hydrometeorological data collection.

- 3.4 The Bidder/ Bidder shall have permission of the appropriate Government agencies/ authorities to operate in the relevant area of services. The success ful bidder shall be required to fulfill/comply with all statutory requirements including labour laws prevailing during the operation of contract. In case the services isto be partially or wholly executed through contract labour, the successful Bidder shall berequired to submit the license from Regional/local Labour office against the work order to the Purchaser within 30 (thirty) days from date of award of tender.
- 3.5 The bidder should have the GST No. /PAN at the time of bidding.
- 3.6 Each Bidder shall submittonly one Bid either by himself or as a partner in a Partnership Firm or a sapart nerina LL Porasshare hold erina Company or a sapart nerina Joint Venture.
- 3.7 Joint Ventures (JV) are allowed. Maximum two partners including lead partner is allowed.
- 3.8 The Bidder should not have been blacklisted by any authority and a declaration to this effect shall be submitted with Bid.
- 3.9 No official of the Government of India is allowed to work either as contractor or asemployee of a contractor under this Tender for a period of one year after his retirement from Government service, unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained prior permission of Government of India as a foresaid, their contract shallbe cancelled.
- 3.10 The average annual financial turnover of services during the last three Financial Year should be at least equal to 33.33% of the estimated cost. Year in which noturn over is shown /indicated would also be considered for working out the average. In case of JointVenture, the cumulative average annual financial turnover of services during the last three Financial Year should be at least equal to 36.67% of the estimated cost. For the purpose of verification of the Average Annual Turnover, an unaudited but certified copy of the Annual Financial Statement of the immediately preceding yearending on 31st March 2022 may be submitted subject to the condition that the AuditedAnnual Financial Statement of the same shall be further submitted at the earliest, preferably within 03 (three) months from the date of award of tender. However, for there maining two years prior to immediately preceding year ending

- on 31st March 2022, the Audited Annual Financial Statement shall be mandatoryly submitted, if applicable, in order to verify the claim of average annual turn over, failing which the bids of the Bidder shall be treated as non-responsive.
- 3.11 The bidder should have cash flow of **10**% of the estimated cost. The bidders are required to submit the cash flow certificate from Scheduled Bank or from a Chartered Accountant after assessment of its credit eligibility.
- 3.12 The condition of prior turn over and prior experience will be relaxed to 50% of the above-mentioned clause 3.3 & 3.10 for micro and small enterprises (MSEs) registered as per the policy circular No.1 (2) (1)/2016-MA dated 10.03.2016 of Ministryof Micro, Small and Medium Enterprises, Government of India. Any bidder desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document.
- 3.13 The condition of prior turn over and prior experience will be relaxed to 50% of the above-mentioned clause 3.3 & 3.10 for Startups (as defined by the Department for Promotion of Industry and Internal Trade) subject to meeting of quality and technical specifications. A certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry to this effect shall be submitted by the bidder desirous of availing the relaxation under this clause. The definition of Start-ups shall be as prescribed under G.S.R. notification 127(E).
- 3.14 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for this bidding process, if the Bidder:
- (i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (ii) receives or has received any direct or indirect subsidy or funding from another Bidder; or
- (iii) has the same legal representative (i.e.Members of Board of Executive Engineers or Managing Executive Engineers or any person who is figures in Top management etc.) as another Bidder; or
- (iv) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

- (v) Participate in more than one bid in this bidding process. Participation by a Bidderin more than one Bid will result in the disqualification of all Bids in which such Bidderis involved; or
- (vi) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
- (vii) had a close family relationship with a professional staff of the Purchaser's organization / Department. For this purpose, a 'close family relationship' shall mean father, mother, wife/husband, son(s), daughter(s), brother(s) and sister(s).

3.15 Purchase Preference to Make in India

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as amended through Public Procurement (Preference to Make in India) order dated 16.09.2020.

Bidders shall enclose the certificate in this regard in as given in Form-III.

3.16 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

(i) Any bidder from a country that shares a land border with India https://mea.gov.in/indiaand-neighbours.html, excluding countries as listed on the website of the Ministry of External Affairs http://meadashboard.gov.in/indicators/92, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects - hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)(https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registrationof-Bidders-15Oct2020.pdf). Bidders shall enclose the certificate in this regard in as given in Form-III.

- (ii) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
- (iii) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration

(iv) "Bidder from such Restricted Countries" means: -

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or an entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
- d) A natural person who is a citizen of such a country; or
- e) A consortium/ joint venture where any member falls under any of the above
- f) A natural person who is a citizen of such a country; or A consortium/ joint venture where any member falls under any of the above.

(v) The beneficial owner shall mean:

In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
- (ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holder agreements or voting agreements;
- 3.17 In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of

- entitlement to more than fifteen percent of capital or profits.
- 3.18 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of
- 3.19 the property or capital or profits of such association or body of individuals;
- 3.20 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 3.21 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

4. QUALIFICATION DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID BY THE BIDDER

- 4.1 Signed and scanned copy of the Certificate of Registration (CoR) and Partnership deed of the Partnership Firm/Proprietorship Firm (if applicable), signed and scanned copy of the Certificate of Registration and LLP Agreement (ifapplicable) of the Limited Liability Partnership (LLP), signed and scanned copy of Certificate of Incorporation (CoI) and Memorandum of Association (MoA) and Article of Association (AoA) of Company, signed and scanned copy of the JVAgreement;
 - The written power of attorney by the bidder in favour of the authorized signatory signing the bid;
- 4.2 Appropriate business licenses/registrations, GSTNo. and PAN Number;
- 4.3 Total monetary value of services performed for each of the last five financial year;
- 4.4 Certificate from scheduled Bank/Chartered Accountant for cashflow.
- 4.5 Copy of work orders and related Satisfactory performance Certificate for each of the last five financial years and details of services underway or contractually committed along with name sand address of clients who may be contacted for further information on those contracts (if applicable);
- 4.6 Copy of Audited Annual Financial Statement, if applicable, for the last three financial

years. However, in case of unavailability of the Audited Annual Financial Statement of the immediately preceding Year ending on 31st March 2022, a certified copy for the same may be submitted subject to the condition that the Audited Annual Financial Statement of the immediate Financial Year ending on 31st March 2022 shall be further submitted at the earliest, preferably within 03 (three) months from the date of award of work; and

- 4.7 Bank Account details through which the business transaction in respect of the tender will be made Authority to seek references from the bidder's banker.
- 4.8 The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs 2.00 Lakh only in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, P&I Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 The bid received incomplete or shortfall with respect to qualification/eligibility criteria will be summarily rejected or declared as **TECHNICALLY NON-RESPONSIVE**.

5. <u>SITE VISIT</u>

The Bidders are advised to visit the HO site(s) at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

6. PERIOD OF VALIDITY OF TENDERS

Tenders shall remain valid for 90 (ninety) days after the date of tender opening. In exceptional circumstances, the purchaser may solicit the bidder'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

- 7.1. The Bidder/Agency shall be liable for all kinds of dues payable in respect of all personnel provided for support services under the contract and the Purchaser shall not be liable for any dues for availing the support services of the personnel deployed. The Bidder/Agency shall ensure that avalid identity proof of personnel deployed is submitted to the Purchaser (such as Passport/PAN Card/Aadhaar Card/Election Card/Ration Card/ Driving License etc.).
- 7.2. The personal deployed for providing services should have at least Matriculate or 10th Pass Certificate from recognized Boards/Institution. The Bidder/Agency should provide a copy of the same to Purchaser for his record.

8. SAFETY AND INSURANCE

The Bidder/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 Bidder/Agency shall also be fully responsible for observance of all labour laws applicable including local laws and other laws applicable inthis matter and shall indemnify and keep indemnified CWC against effect of non- observance of any such laws. The Bidder/Agency shall be liable to make payment to all of its employees, workers and sub-contractors in compliance with prevailing labour laws. The Bidder/Agency shall be ensure to make payment inclusive minimum wages, EPF, ESIC and other benefits to all employees. Minimum wages of employees, workers shall be revised as per increase of Variable Dearness Allowance according to Government of India Ministry of Labour & Employment Office of the Chief Labour Commissioner (C) New Delhi.

9. <u>FILLING UP THE TECHNICAL AND FINANCIAL BID BY THE BIDDERS</u>

The Bidder should fill Technical and Financial bids both as described in Chapter5. In the financial bid, as per activity schedule described in chapter 3, the Bidder must quote forall locations of HO sites. The GST or any other taxes should be shown separately in the financial bid. For the purpose of evaluation of the Financial Bid, the price without GST will be compared. Tender has to be submitted for all site sand failing to which bid shall be rejected treating the same as non-responsive.

10. EARNEST MONEY DEPOSIT AND PERFORMANCE GUARANTEE

10.1 Earnest Money Deposit (EMD): The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 2.00 Lakhs (Rupees Two Lakh Only) only in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, P&I Division, CWC, Faridabad or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Treasury Challan (ii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (iii) Banker's cheque of a scheduled Bank (iv) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, P&I Division, CWC, Faridabad, (v) Bank Guarantee from a scheduled bank as per given proforma. Unsuccessful tenderer's EMD shall be returned as per rule and successful tenderer's EMD shall become part of Security Deposit and shall be discharged as per rules. The EMD shall be forfeited in the circumstances as given below:

- a). If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to for feit 50% of the Earnest Money absolutely.
- b). If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- c). If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period, within 07 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.
- d). If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- e). In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- f). No interest shall be paid by the Department on the EMD to any bidder, whether successful or unsuccessful.

A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. Contractor registered with MSEs for similar type of works (Valid proof of the same must be enclosed in bid) are exempted from payment of EMD as well as per CWC letter No T-36074/(ii)/3/2020-RD-1 Dte dated 05.08.2022 such bidders are also exempted from submitting the Bid Security Declaration as well. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

- 10.2 **Performance Security:**The successful bidder shall furnish Performance Security of an amount of 3% of the contract value within 15 (fifteen) days from the date of issue of letter of intent/acceptance of tender and it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency.
- 10.2.1 Performance Security will be returned to the supplier without any interest, after ensuring the compliance to the due performance of the contract obligations in all respects but not later than 60 days of completion of all such obligations under the contract.
- 10.2.2 Performance security may be furnished in the form of an Account Pay ee Demand Draft or Fixed Deposit Receipt from a Scheduled Commercial Bank or Bank Guarantee from a Scheduled Commercial Bank in aprescribed forma t as per the Proformant FORM I of Chapter 7 of this tender document in favour of authorized representative/Engineer-in-chargeof particular work.
- 10.2.3 Performance security is liable to be for feited in case successful Bidder/Agency does not fulfill contract obligations at any point of time.

11. CONTENTS OF TENDER DOCUMENT

The contents of the tendering documents as listed below shall be readin conjunction with any corrigendum/addenda,if issued.All the components of the tender shall be considered as a single tender document which may include(not exhaustive):

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

12. TENDERING PROCESS

- 12.1 Electronic Submission of Bid sand Submission of Original Documents:
- (i) Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement

Portal (CPP Portal).

- (ii) Detailed guidelines for viewing Bids and submission of online Bids are given in the CPP Portal. Any Bidder can log on to this CPP Portal and view the NIT and details of Works/Goods for which Bids are invited. However, every Bidder has to enroll/ register in the CPP Portal, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the CPP Portal using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the CPP Portal through the secure login by entering the password of the e-token & the user id/ password chosen during registration.
- (iii) The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected. Financial bids of only those bidders who are found technically acceptable would be considered.

12.2 **Opening of Bids:**

Bids will be opened online as per specified place, date and time.

12.3 Prices:

- (i) Prices quoted by the Bidder shall be fixed and not subject to variation on anyaccount. Transportation and handling of equipment from the premises of the Agency to the facility of the Purchaser (as per Schedule of Requirement under Chapter 4) is the responsibility of the Bidder and no extra charges are payable on this account. The price s should be given as per the format given in price schedule/Bill of Quantity (BOQ).
- (ii) All prices quoted should be in Indian National Rupee (INR) only.
- (iii) The total amount will be automatically calculated by the BOQ (both in figures andin words).
- (iv) The Bidder should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- (v) The tender for the services shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender. If any, Bidder withdraws his tender before the aforesaid period or makes any modifications in the terms and conditions of the tender which are not acceptable to Purchaser, then the Purchaser shall, without prejudice to any other right or remedy, be at liberty to debar the bidder as per condition mentioned in Bid Securing Declaration. Further, in such circumstance, the Bidder shall not be allowed to participate in

the re-tendering process of the same work/services.

12.4 Non-conform it is between the figure and words of the Quoted prices:

The Supply System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and related need for arithmetic correction.

12.5 Evaluation of Tenders:

- (i) The tenders will be evaluated on the basis of specifications as give ninthe tender document including the unitrate of each item and total cost.
- (ii) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies/PSUs/Autonomous or Statutory Bodies. The weightage for the technical evaluation shall be assigned in Table-1:

Table-1

S.	Details	MaximumMarks
No.		
1.	Previous experience of Bidder/Bidder in providing the services in last five years (2017-18,2018-19,2019-20 and2020-21 and 2021-22), as below: Amount of previous services per contract executed satisfactorily under each lot: a) Below 8% of estimated cost of each lot – Nil b) 8-12% of estimated cost of lot –15 marks for each work subjected to maximum 45 or c) 12-16% of estimated cost of each lot-22.5 marks for each work subjected to maximum 45 or d) >=16% of estimated cost of lot-45 marks for each work subjected to maximum 45	45marks
2.	Company may be certified under ISO9001/ISO45001in field of supply of services	10marks

3.	Financial status (Turn over of the firm during the previous three 30marks.		
	assessment years (2019-20, 2020-21 and 2021-22) as below:		
	a) Average Turnover 20% of estimated cost of each lots		
	20marks		
	b) >20% - 30marks		
4.	Experience in providing services in Hydrometeorological 15		
	Observation field		

- (iii) Evaluations will be done based on three years quoted price.
- (iv) The financial bids of only those bidders will be opened who will be found technically eligible in technical bids in all respects as per tender document including qualification of the eligibility conditions as mentioned in this tender document. All those bidders shall be declared technically eligible for opening of the financial bids, which scores 50 or above marks as per the technical evaluation criteria at Table-1 above. The financial bid will be evaluated solely on the basis of L1 criteria without giving any weightage to technical score. However, in case of tie in financial bid, the weightage to technical score will be given and bidders, who score higher technically, will be awarded work. In case, there is tie in technical score as well in financial value, draw of lot in the presence of eligible bidder will be drawn.

12.6 Award of Work:

(v) The successful bidder will sign the contract agreement with the authorized representative/Engineer-in-charge of particular lot upon furnishing of the specified Performance Security as per Contract Agreement given at **Chapter 6** of this tender document within 15 (fifteen) days of receipt of notification for award of services from the Purchaser.

13. BID DATA SHEET

13.1 General

- (i) Name and address of the Purchaser: Name of organisation
- (ii) E-Tender number: 102/06/NIT/2022/2995-99 Dated_17/11/2022

13.2 Pre-Bid Meeting:

A pre-bid meeting shall be held at 15.00hrs. on. **25/11/2022** (CWC,P&I, Faridabad) to clarify the issues or to answer any questions pertaining to tender.

13.3 Preparation of Bids:

- (i) The price quoted by the bidder shall be fixed.
- (ii) Tenders shall remain valid for **90 days** after the date of tender opening. In exceptional circum stances, the Purchaser may so licit the Bidders consent to an extension of the period of validity. There questand the responses there to shall be made in writing.

13.4 Submission of Bids:

- (i) Only on line bids through e-tendering at CPP website (http://www.eprocure.gov.in) shall be accepted. The offline bid will not be acceptable.
- (ii) Last date and time for bid submission is on $12/\underline{12}/\underline{2022}$ on $\underline{15.00}$ hrs.
- **13.5 Bid Opening and Evaluation:** The Technical bid of the tender will be opened online at 15.00 hrs on 13/12/2022 in presence of the Bidders. The actual date and time of opening of Financial Bids will be intimated later. The Bidders who wish to present and see the opening of tender, may attend the same either at the place specified by the Purchaser.
- **13.6 Variation in quantity of sites:** Percentage of quantity/number/type of services of sites at which support services is required may increase or decrease by 15%.
- **13.7 Settlement of Dispute:** Any dispute arising out of this contract shall be resolved through a process of Arbitration called as per Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of Arbitration shall beat CWC Faridabad:
- **13.8 Special instructions to Bidders for Online bid submission:** The bidders' are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for online **CPP** obtained submitting bids on the Portal may be at: https://eprocure.gov.in/eprocure/app.

13.9 Registration:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (**URL:** https://eprocure.gov.in/eprocure/app) by clicking on the link"Online bidder Enrollment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username

- and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) The Bidders can log-in securely to the site by entering their user ID/ password and password of the DSC / e-Token.

13.10 Searching for Tender Documents:

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

13.11 Preparation of Bid:

- (i) Bidders are advised to take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The number of covers required for the submission of bid documents, and the number of documents required including the names and content of each of the document may be attentively checked by the bidders before final submission of the bid as any deviation to this requirement may lead to rejection of the bid.

- (iii) Bidders are advised to prepare the bid documents, to be submitted, as per the tender document /schedule and generally in the PDF / XLS / RAR / DWF/JPG format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders on CPP portal. Bidders can use "My Space" or ''Other Important Documents'' area available on CPP portal to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: "My space" is only a repository given to the Bidders to ease the uploading process. However, the uploaded documents in "My space" do not provide any claim onthe part of the bidder to automatically get it treated as part of the Technical Bid without specifyingthe same.

13.12 Submission of Bid:

- (i) Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the expiry of bid submission date and time. The Purchaser will not be responsible for any delay caused/occurred in submission/non- submission of bid due to one or other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidders are advised to specifically note that Financial Bid shall necessarily be submitted in prescribed format under the Tender document and submission of the same in any other way will not be accepted. In this context, the bidders are further advised to download and fill the standard BOQ format under the Tender document for the Price Bid. The Bidders are required to download the BOQ file, open it and complete the "white coloured (unprotected) cells" with their respective financial quotes along with other details such as name of the bidder, etc. The details of the other Cells of BOQ format should be changed. Once the details have been completed, the bidder should save and submit it online without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (iv) The server time (which is displayed on the bidders' dashboard) will be considered as the

- standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
- (v) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by any persons other than Bidder until the time of bid opening. The confidentiality of the Bids are maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetrickey. The symmetrickey is further subjected to a symmetricen cryption using buyers/bid opener's public keys. The uploaded tender documents become read able only after the opening of Tender on the specified date and time by the authorized bid opener(s).
- (vi) Upon the successful and timely submission of bids i.e. after Clicking "Freeze Bid Submission" in the portal, the portal will give a successful bid submission message& a bid summary will be displayed with the bid no., date and time of submission of the Bidalong with all other relevant details.
- (vii) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

13.13 Assistance to Bidder:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

CHAPTER2: ACTIVITY SCHEDULE AND OTHER REQUIREMENTS

1. DESCRIPTION OF SERVICE

1.1 Description of service:

CWC has approximately 1600 Hydrological Observation (HO) station on various rivers in India. Hydro-meteorological observation is to be carried out at these H.O sites for gauge and discharge, sample collection of silt and water quality and sample collection for other meteorological parameters. The details of services required for observation of hydrological and meteorological parameters viz. Gauge and Discharge observation, collection of Water Quality and Silt samples, collection and recording of rain gauge readings, etc. at HO stations is mentioned at clause 2 (Activity Schedule) of this Chapter.

1.2 Background of the Organization and the Project:

- (i) Background of Organization- Central Water Commission (here in after called as "the 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 Jal Shakti, Department 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.
- (ii) *Project- FMBAP*: FMBAP is a centrally funded scheme of Govt. of India to provide financial assistance to flood management projects for states sharing international boundaries. Under FMBAP scheme along with critical Flood control, river management and anti- sea erosion works; non-structural measures such as Hydrological Observation and Flood Forecasting works on common international border rivers has been included.
- Observation from competent agencies are required to aid/support officials of the Commission. The mission of the Commission 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 with different point of time. The proposal for outsourcing of Support Services for Hydrological data observations at HO stations will help in collecting daily with hourly Gauge data, daily Discharge data, Silt, meteorological, and snow and Water Quality data

as per schedule, etc. The data collected from these HO 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 water issues/disputes, etc.

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

- (i) Hydrological data:
 - a) Gauge observation
 - b) Discharge observation by following method-
 - -By Wading
 - -By Boat
 - -From Bridge
 - -By Slope Area method
 - -By ADCP
 - -By Cable way
- (ii) Silt analysis: Silt sample collection and analysis-Once daily and at other times, as and when required
- (iii) Rainfall/Snowfall Observation

Apart from above, the support services also need to carried out maintenance and cleanliness of site, maintaining approach path, maintaining equipment in running condition, checking of zero gauge, taking cross-sections, shifting of Gauges& target poles as and when required and other activities such as maintenance of records etc as per directions etc.

1.5 Types of sites are as below:

S.No	Division/ Organisation	No of Non- Monsoon Months	No of Monsoon Months	G	GDS	GDSQ	Rainfall	Rain & snow	Grand Total
1	P&I Division CWC,	7	5	2	4	0	4	1	11
	Faridabad								
	Sub Division: PHO								
	Sub Division, CWC,								
	Tanakpur Uttrakhand								

G- Gauge Site

GDS- Gauge, Discharge &silt Site

GDSQ- Gauge, Discharge, and Silt, Water Quality Site

The detailed locations of sites are given in Annexure-I

2. ACTIVITY SCHEDULE

The tentative time required for doing the above-mentioned work is as per Table below:

Table-2

A. Hydrological Data Collection (i) Gauge Observation- Hourly in Monsoon cason at 8:00 hrs, 13:00hrs and 18:00 hrs. The Gauge observation will also take place during Sunday and holidays. (ii) Discharge Observation (as the case observation will also take place during Sunday and holidays. (ii) Discharge Observation (as the case observation will also take place during Sunday and holidays. (ii) Discharge Observation (as the case observation will also take place during Sunday and holidays. (ii) Discharge Observation (as the case observation will also take place during Sunday and holidays. (ii) Discharge Observation (as the case observation observation observation observation observation observation observation object of the case observation object observation object observation object observation object object observation object	Type of observation		Fentative Time required for Data collection			
season, thrice daily in non-monsoon season at 8:00 hrs, 13:00hrs and 18:00 hrs. The Gauge observation will also take place during Sunday and holidays. (ii) Discharge Observation (as the case may be)- a) By wading Approximate Four hours per discharge observation b) From bridge Approximate Four hours per discharge observation c) By boat Approximate Four hours per discharge observation d) By Slope Area method Approximate Four hours per discharge observation e) By ADCP Approximate Four hours per discharge observation f) By Cable way Approximate Four hours per discharge observation B. Silt Data sample collection Silt data sample collection and analysis- (Except times, as and when required C. Meteorological Observations Rainfall & Snow - Twice daily throughout the year at 8:00 hrs and 20:00 Hrs. However, for Monsoon Period including Sundays also. Max & Min Temperature- Max & Min Temperature- D) Files recorder Services of hydrological meteorologicaly data F) Miscellameous work Maintenance and cleanliness of site, maintaining approach path, maintaining equipment in running condition, checking of Zero gauge, taking cross sections shifting of Gauges& target poles as and when required and other activities such as	A. Hydrological Data Collection					
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and holidays. (ii) Discharge Observation (as the case may be) Holidays). a) By wading Approximate Four hours per discharge observation b) From bridge Approximate Four hours per discharge observation c) By boat Approximate Four hours per discharge observation d) By Slope Area method Approximate Four hours per discharge observation e) By ADCP Approximate Four hours per discharge observation f) By Cable way Approximate Four hours per discharge observation g) By Slit Data sample collection Silt data sample collection and analysis- (Except times, as and when required C. Meteorological Observations Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also. Rainfall & Snow - Twice daily throughout the year at also and 20:00 Hrs. Rowever, for Monsoon Period including Sundays and GDS Sites no additional time would be required as the same may be collected along with other hydrometrological parameters. No additional time would be required as the same may be collected along with other hydrometrological parameters. P) Miscellaneous work Maintenance and cleanliness of site, maintaining approach path, maintaining equipment in running condition, checking of zero gauge, taking cross sections shifting of Gauges& target poles as and when required and other	8:00 hrs, 13:00hrs and 18:00 hrs. The Gauge	rea	ding the gauge and recording the same in office.			
(ii) Discharge Observation (as the case may be)- a) By wading Approximate Four hours per discharge observation b) From bridge Approximate Four hours per discharge observation c) By boat Approximate Four hours per discharge observation d) By Slope Area method Approximate Four hours per discharge observation e) By ADCP Approximate Four hours per discharge observation f) By Cable way Approximate Four hours per discharge observation g) By Cable way Approximate Four hours per discharge observation g) Approximate Four hours per discharge observation Approximate Four hours pe	observation will also take place during Sunday					
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3. ESSENTIAL EQUIPMENT

All required Tools and Plants (T&P) shall be provided by the purchaser.

4. OBLIGATIONS TO BE COMPLIED WITH BY THE CONTRACTOR:

- 4.1 The Bidder/Bidders will a bid eby the job safety, insurance, prevalent law sin 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 may be the negligence of persons deployed. The Bidder will pay all in demnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- 4.2 The Bidder/Bidders is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using the state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- 4.3 The Bidder is obliged to work closely with the Purchaser and abide by directives of Engineer-in-charge or his representative that are consistent with the terms of the Contract.
- 4.4 The Bidder, whos e-tender is accepted, will be required to furnish:
- (i) Performance security;
- (ii) GST Number;
- (iii) Photo copy of PAN Card; and
- 4.5 The Bidder shall a bid eby all the clauses as mentioned in the tender document.
- 4.6 The Purchaser will be under obligation to facilitate the services by way of:
- (i) Providing the availability of accurate information to the Agency inrespect of the services;
- (ii) Providing the availability of sites for the services; and
- (iii) Providing the availability of necessary equipmentas per the terms of contract

CHAPTER3: CONDITIONS OF CONTRACT

1. <u>DEFINITIONS AND INTERPRETATIONS</u>

- "Agency" means the successful Bidder with whom the Purchaser enters into a contract for the supply of services detailed in this document.
- "Contract" means the agreement reached by the Purchaser and the Successful Bidder for the purpose of the work mentioned in this document. All documents, letters, correspondences, etc. exchanged for this work shall be the part of the contract.
- "Contract Price" means the cost of work identified as determined in the form of acceptance of **financial** proposal of the Bidder. This may include such additions /deductions made under variation clause/order.as allowed under this contract.
- "e-procurement" means a web-based tendering/procurement process in which buyer puts its **requirements** online and suppliers bid online. This tender will be processed through e-tendering webportal of CPPP portal http://www.eprocure.gov.in.
- "Execution Period" means the period during which the Agency is liable to carry out services without any additional cost to the Purchaser.
- "Hydrological Observation" means the observation of Gauge, Discharge, Silt and Water Quality at River sites.
- "Non-Responsive Tender" mean any Bids of the Bidder not meeting all the requirements mentioned in the tender document.
- "Notice" means the deemed inclusion of any approvals, consents, Instructions, certificates and clarifications to be give nunder this contract.
- "Purchaser" means **Yamuna** Basin Organisation, Central Water Commission, Department of **Water** Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Faridabad
- "Services" means the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

2. <u>DOCUMENTS OF CONTRACT</u>

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.

3. <u>INTERPRETATIONS</u>

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.

4. <u>DURATION OF CONTRACT</u>

The period of operation of the contract shall be for 3 Years from **1st December, 2022 to 30th November, 2025** which may be extended upto two years (not more than one year at a time) by mutual consent and satisfactory performance by the contractor at the same rates and conditions.

5. PROGRAMME OF SERVICES

The services will have to be started by the Agency within 15 days of award of contract at the locations as identified in the Schedule of Requirement s at Chapter-4 of this tender.

6. <u>CONFIDENTIALITY</u>

- 6.1 The Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or onbehalf of the Purchaser in connection there with, 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.
- 6.2 Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- 6.3 The Agency shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- 6.4 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.

7. GENERAL CONDITIONS OF CONTRACT

- 7.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and by any State government or Public Sector Enterprisesor Autonomous/Statutory Bodies/Entities.
- 7.2 The bidder should not have been blacklisted by any Government or non-Government institutions or Government Department undertaking/public enterprises. An undertaking to this extent may be submitted with bid.
- 7.3 The Firm shall be registered in India.
- Average annual financial turnover of services during the last three Financial Year should be at least 33.33% of the estimated cost of work. In case of Joint Venture, the cumulative average annual financial turnover of services during the last three Financial Year should be at least equal to 36.67 % of the estimated cost. Year in which no turn over is shown/indicated would also be considered for working out the average.For the purpose of verification of the Average Annual Turnover, an unaudited but certified copy of the of the Annual Financial Statement of the immediately preceding year ending on 31st March, 2022 may be submitted subject to the condition that the Audited Annual Financial Statement of the same shall be further submitted at the earliest, preferably within 03 (three) months from the date of Award of the work. However, for the remaining two years prior to immediately preceding year ending on the 31st March, 2021, the Audited Annual Financial Statement shall be mandatorily submitted, if applicable, in order to verify the claim of Average Annual Turnover, failing which the bids of the Bidder shall be treated as unresponsive.
- 7.5 Nothing in this Tender or otherwise binds the Purchaser to accept the lowest tender or otherwise, and the Purchaser reserves its right to reject or postponed any or all of the tenders received without the requirement of assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.

- 7.6 Canvassing, whether directly or indirectly, in connection with Tender/Bid is strictly prohibited and the Bid of the agency, found involved in/resorting to such activities, will be liable for rejection.
- 7.7 Copy of other documents pertaining to the Bidders eligibility will be open for inspection by the Bidders at the office of the official concerned of the Purchaser, as and when required. Bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders. The Bidder may themselves obtain all the necessary information as to risks, contingencies and other influential/affecting circumstances to Bid including the form and nature of the site, the means of access to the site, etc. A Bidder 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 Bidder implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.
- 7.8 For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of CPPP portal http://www.eprocure.gov.in as supplier.
- 7.9 Bidding under this Tender is acceptable only through e-procurement.

7.10 Joint Venture:

7.10.1 If the Contractor is a Joint Venture (JV)/ Consortium, all partners of the JointVenture (JV)/Consortium shall be jointly and severally liable to the Purchaser for the execution of the entire Contract in accordance with terms and conditions of contract. Acopy of the Joint Venture agreement entered into by all partners stating clearly the financial and physical stake of each partner shall be submitted with the bid.

7.10.2 Other terms of Joint Venture are as under:

- (i) Separate identity/name shall be given to the Joint Venture Firm.
- (ii) Number of members in a JV Firm shall not be more than two including lead.
- (iii) A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- (iv) The tender shall be submitted only in the name of the JV Firm and not in the name of any

constituent member.

- (v) In case of JV Firm with foreign members, the Lead Member has to be an Indian Firm.
- (vi) A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share & responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- (vii) Once the Tender is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Tender.In case the Bidder fails to comply with stipulation, each firm of the joint venture shall be debarred as per condition of bid securing declaration.
- (viii) The constitution of the JV Firm shall not be allowed to be modified after submission of tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. However, in any case, the minimum eligibility criteria should not get vitiated and the Lead Member shall continue to be Lead Member of the JV Firm. Failure to o bserve this requirement would render the Bid invalid.
 - (ix) Similarly, after the award of Contract, the constitution of the JV Firm shall not be allowed to be modified during currency of Contract except when modification becomes inevitable due to succession laws etc. However, in any case, the minimum eligibility criteria should not get vitiated and the Lead Member shall continue to be Lead Member of the JV Firm. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal actions as per contract conditions.
 - (x) On award of Contract to a JV Firm, the Performance Security such including Per for mance Guarantee shall be accepted only in the name of the JV Firm and no splitting of Performance Security amongst the members of the JV Firm shall be permitted.
 - (xi) On issue of LOA(Letter of Acceptance), an agreement among the members of the JV Firm(to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies Act or before the Registrar/Sub-Registrarunder the Registration Act. This JV Agreement shall be submitted by the JV Firmto Purchaser before signing the contract agreement for the work. In case of failure of the Bidder to comply with this stipulation, the bidder shall be debarred as per bid securing declaration. The Joint Venture Agreement shall have, inter-alia, necessarily, but not limited to, the following clauses:
 - (a) **Joint and Several Liability:** Members of the JV Firm to which the Contract is awarded, shall be jointly and severally liable to Purchaser for execution of in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to Purchaser during the course of execution of

- the contract or due to non-execution of the contract or part thereof.
- (b) **Duration of joint Venture Agreement:** It shall be valid during the entire currency of the contract including the period of extension, if any and the Defects Liability Period after the work is completed.
- (c) **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (xii) **Authorized Member:** Joint Venture members shall authorize one of the members on behalf of JV Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint inspection and similar such action in respect of said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- (xiii) No member of the JV Firm shall have the right to assign or transfer the interest, right or liability in the contract without written consent of the other members and that of Purchaser in respect of said tender/contract.
 - 7.10.3 Documents to be enclosed by the JV Firm alongwith the tender:
 - (i) In case one or more of the members of the JV Firm is/are partnership firm(s),following documents shall be submitted:
 - (a) Notary certified copy of the Partnership deed;
 - (b) Consent of all the partners to enter the JV Agreement on a stamp of appropriate value (in original); and
 - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on be half of the partnership firm and create liability against the firm.
 - (ii) In case one or more members is/are limited companies, the following documents shall be submitted:
 - (a) Notary certified copy of resolutions of the Executive Engineers of the Company, permitting the company to enter into a JV Agreement, authorizing MD or one of the Executive Engineers or Managers of the company to sign JV Agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company;
 - (b) Copy of Memorandum and Articles of Association of the company; and
 - (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the

person to do/act mentioned in the clause xiii above.

(iii) All the members of JV Firm shall certify that they are not black listed or debarred by Purchaser or any other Ministry/Department of Govt.of India/State Govt. to participate in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or JV Firm in which they were/are members.

7.10.4 Technical Eligibility Criteria:

- (i) The JV Firm or Lead Member of the JV Firm must satisfy eligibility criteria for services; or
- (ii) As long as the JV Firm or any member of the JV Firm meets with the requirements and, resultantly all the members of JV collectively then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.

<u>NOTE:</u> Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned technical eligibility criteria in tender under consideration.

8. SPECIAL CONDITIONS OF CONTRACT

- 8.1 The Agency shall provide support services to the Purchaser for the purpose of hydrological observations at river sites as per the activity schedule given above.
- 8.2 No piecemeal Bidding will be allowed and Bidder the Bidder has to bid for all Hydrological Observation sites.
- 8.3 The Agency shall take into account the varying Monsoon period viz. 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.
- 8.4 The Purchaser will provide the necessary Registers/instruments for record keeping. The Agency must enter the observed data in the register immediately after taking observation.
- 8.5 The observed data must not be revealed to any other person in any form.
- 8.6 The support services staff made available to the Purchaser by the Agency may be changed

- by way of mutual consent of the Purchaser (officer-in-charge) and Agency.
- 8.7 Purchaser will not be responsible for providing residential facility to the Agency or support services staff provided by the Agency.
- 8.8 Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 8.9 Purchaser will provide all equipment required, as assessed adequate by the purchaser, 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 Purchaser staff or supervisory staff posted at site.
- 8.10 The number of sites shown in tender document is tentative 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.
- 8.11 The Agency shall withdraw unsuitable staff immediately on receipt of such a request, with reasons, by the officer in-charge.
- 8.12 There is no Master and Servant relationship between the support services staff of the Agency and the Purchaser.
- 8.13 The Agency's support services staff shall not claim any benefit/ compensation/ absorption/ regularization of services from the Purchaser under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. An undertaking shall be submitted to this effect by the personnel of the agency to the Purchaser.
- 8.14 The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
- 8.15 The Agency's personnel should be polite, cordial, positive and efficient. The Agency's personnel should follow the 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 is 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 Purchaser. The decision of the Officer- in-charge

- on any matter arising under this clause shall be final and binding on the Agency.
- 8.16 The Agency shall be contactable at all times and messages sent by phone/e- mail/fax/special messenger from Purchaser's office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the Purchaser in fulfillment of the contract from time to time.
- 8.17 The Purchaser 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.
- 8.18 The escalation condition will not be accepted by the Purchaser on any grounds during the validity of original contract period.
- 8.19 The 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 validity of original contract period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of the Purchaser.
- 8.20 On expiry of the contract, the Agency shall withdraw all its support services and clear its accounts by paying all legal dues to personnel deployed in execution of contract. In case of any dispute on account of the termination of employment or non-employment of the personnel by the Agency, it shall be the entire responsibility of the Agency to pay and settle the amount on that account, if any.
- 8.21 Any dispute arising out of the contract shall be settled within the jurisdiction of concerned organization headquarters only.
- 8.22 During monsoon season, the necessary material such as umbrella, rain coat, gum boot, torch, etc., on need basis, to the support services staff may be provided by the Purchaser.
- 8.23 The staff to be deputed by the Agency should have good swimming skills in flowing river.
- 8.24 The staff to be deputed by the Agency should be in physically and mentally fit condition.
- 8.25 Staff deployed by Agency should be an adult (above 18 years) at the beginning of the contract and should not be more than 55 years of age during currency of contract and should have matriculate or 10th pass from recognized board/institution.
- 8.26 The requisite number of support services personnel shall be provided by the Agency for

different services as per activity schedule and site in-charge shall be responsible to monitoring the work of providing the support services during the period of hydrological observation.

9. PENALTY

In case of the default committed by the supplier at any stage of the contract in providing support services for hydrological observation and related performance obligations apenalty of Rs 500 per day per site per services subjected to maximum 10% of contract value will belevied on the bidder per year. The same shall be deducted from the bill of the bidder orshall be deducted from the Performance Security. An alternate arrangement may be made by the site-in-charge at the cost of Agency in this regard. The decision of Engineer-in-charge shall be final for imposing of penalty. The quality of HO data will be the sole responsibility of contractor. Any deviation from the standard practices may entail imposition of penalty and decision of Engineer-in-charge shall be final if any case of quality of Hydromet data arises.

10. FORCE MAJEURE

- 10.1 Force Majeure" shall 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 services under the Tender, the rainfall and floods will not be considered as Force Majeure event.
- 10.2 The Agency shall promptly notify the Purchaser in writing about occurrence of any such 'Force Majeure' event and its effect on the performance of the contract. However, unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its contractual obligations as far as reasonably practical, and should seek all reasonable alternative means for performance of contract obligations not prevented by the 'Force Majeure' event.
- 10.3 If a'Force Majeure' event occurs and 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 services already performed.
- 10.4 No claim of the Agency for increased costs, attributable to the 'Force Majeure' event, shall

be entertained by the Purchaser.

11. CONTRACT PRICE

Prices quoted by the Bidder shall be fixed during the period of 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.

12. TERMS OF PAYMENT

- 12.1 The monthly payment shall be made on pro-rata basis for monsoon and non-monsoon respectively.
- 12.2 The Agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month to the Engineer-in-charge. The payment will be released after submission of claim, complete in all respects including all certifications such as documentary evidence for providing satisfactory support services of Hydrological Observations.
- 12.3 Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-Tax Act, 1961, shall be made by the Engineer-in-charge from every payment made under this contract.
- 12.4 The payment shall be made within 15(fifteen) days of submission of the bill through e-payment only.
- 12.5 Goods and Services Tax (GST) or any other taxes will be deducted as applicable.

13. TAXES AND DUTIES

GST and TDS as applicable shall be deducted from each bill.TDS certificate would be ssued by deductor in Form 16A/ Form 16b at the end of the Financial Year for the amount of TDS deducted and deposited with the Government.

14. ADVANCES

No advance payment will be made to the Agency by the Purchaser.

15. RELEASE OF CLAIMS

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

16. OBSERVANCE OF LAW

- 16.1 The contract shall be construed and operated as an Indian contract and as per applicable Indian laws from time to time.
- 16.2 The Agency shall protect and indemnify the Purchaser against any claims or liabilities arising from the violation of all any laws by the Agency.
- 16.3 Agency shall scrupulously observe all laws of the Government of India as well as of the relevant State Government's in terms of the contract. The Agency shall be required to fulfill all the statutory requirements prevailing during the currency of contract.
- 16.4 The resultant contract will be interpreted under Indian laws.

17. TERMINATION OF CONTRACT

17.1 For Purchaser's convenience:

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

17.2 For Agency's Default:

- (i) The Purchaser, without prejudice to any other rights or remedies as per the contract, may terminate the contract:
- a) If the Agency becomes bankrupt or insolvent;
- b) If the Agency has abandoned or repudiated the contract, persistently failed to carryout its obligations under this contract;
- c) If the Agency neglects its obligations under this contract; and
- d) If the Agency has furnished any false document.
- (ii) The Purchaser may, without prejudice to any other rights or remedies, 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.

17.3 **Termination by Agency:**

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

- (i) The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
- (ii) If the Agency fails to give one month's notice in writing during the termination of the contract at their instance, in such circumstance, the Purchaser may not be liable topay one month's average due payment along with any other amount due to the Agencyin addition to the forfeiting of Performance Security treating the same as a breach of performance obligation of the contract by the Agency.

17.4 **On every termination:**

- (i) The Agency shall cease to provide/continue any further services.
- (ii) Only that contract price, properly attributable to the partial work by the Agency and duly valued by the Purchaser, shall be payable by the Purchaser to the Agency. The decision of the Purchaser in respect of such due payment shall be final.

18. <u>LIQUIDATED DAMAGES</u>

- 18.1 In case of any loss or damage suffered by the Purchaser on account to negligence, default or theft on the part of the employees/agents of the Agency, then the Agency shall be liable to make appropriate reimbursement to the Purchaser, as and when decided and communicated by the Purchaser to the Agency for the same.
- 18.2 The Agency shall keep the Purchaser fully indemnified against the damage to property or personnel of the Purchaser (including third party) by any staff engaged by the Agency.
- 18.3 For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability for the same will be borne by the Agency.
- 18.4 Not withstanding any conditions of the contract, the Agency shall not be liable for any penalty, termination for default or liquidated damages; if and to the extent that its delay in performance of work/service or any other failure to perform its contractual obligations under the Contract is the result of an event of 'Force Majeure'.
- 18.5 If the Bidder fails to start the services within stipulated time as mentioned in the contract agreement/letter of award, a liquidated damage of 0.5% per week or part thereof per site shall be imposed on the bidder subjected maximum 10% of the contract value. Thereafter, the contract shall be terminated.

19. NOTICES

Not withstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail/speed post delivery by India Post/Courier delivery/in person. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address, etc., shall be communicated within 10 (ten) days to other party.

20. DISPUTES

The decision of the Purchaser shall be final regarding the dispute as to the quality of services provided by the Agency along with the other related aspects arising out of the contract. The Agency may address its intention, in writing, to the Purchaser with evidences for the settlement of dispute. Neither the Purchaser nor the Agency shall stop the services, unless agreed mutually or ordered by the arbitrator(s).

21. <u>SETTLEMENT OF DISPUTE</u>

Any disputes arising out of this contract shall be resolved through a process of Arbitration as per Arbitration & Conciliation Act 1996(as amended from time to time). The place of Arbitration shall be Faridabad

22. <u>ENTITLEMENT ON TOURS FOR THE PERSONNEL DEPLOYED BY BIDDER</u> <u>FOR HYDRO-METEOROLOGICAL WORK</u>

The TA and DA equivalent to regular workcharged employee of particular area 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- incharge and receipt of the journey.

23. TRAININGS

The successful bidder has to provide one-week trainings to its personnel's in the field of Hydro-meteorological observations, record keeping and maintenance of sites before actual deployment.

24. <u>SERVICE OFFICE</u>

The Successful bidder has permission to operate in Uttarakhand State or have to open an office in Uttarakhand after signing of the contract before actual deployment and intimation of same shall be furnished to Engineer-in-charge

CHAPTER 4: SCHEDULE OF REQUIREMENTS

Name of Work: Hiring of support services for Hydrological Observation at different sites on Mahakali River& its tributaries under PHO Sub-Division, Central Water Commission, Tanakpur, Uttarakhand.

Name and Address of sites under P&I Division, CWC, Faridabad are as under:

As per Annexure-I (A&B)

- 1. PHO Sub Division, Near Pithoragarh Chungi, Tanakpur, District Champawat, Uttarakhand
- 2. GDS site Pancheshwar, District Champawat, Uttarakhand
- 3. GDS site Purnagiri, District Champawat, Uttarakhand
- 4. GDS site Rupaligad, District Champawat, Uttarakhand
- 5. GDS site Rameshwar, District Pithoragarh, Uttarakhand
- 6. Gauge Site, Dharchula, District Pithoragarh, Uttarakhand
- 7. Gauge Site, Jhulaghat, District Pithoragarh, Uttarakhand
- 8. Rain gauge Station, Khetikhan, District Champawat, Uttarakhand
- 9. Rain gauge Station, Berinag, District Pithoragarh, Uttarakhand
- 10. Rain gauge Station, Baijnath, District Bageshwar, Uttarakhand
- 11. Rain gauge Station, Pharsali, District Bageshwar, Uttarakhand
- 12. Rain & Snow Site Narayan Ashram, District Pithoragarh, Uttarakhand

CHAPTER 5: TECHNICAL AND FINANCIAL BIDS

TechnicalBid

NameofWork: Hiring of Support Services for Hydrological Observation on Mahakali Rivers& its tributaries in PHO Sub Division, CWC, Tanakpur under P&I Division, Central Water Commission, Faridabad.

(To be furnished online only and offline bids will not be accepted under this contract)

S.No.	Particular(s)	To be filled by
		The Bidder
1.	Name of the Agency	
2.	Date of establishment of the Agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the Authorized contact person	
4.	Whether registered with and holding license from concerned Government Authorities under Contract Labour(Regulation and Abolition)Act,1970(Copies of Certificate of Registration to be enclosed)	
5.	PAN/TAN Number(copy to be enclosed)	
6.	GST Registration Number(copy to be enclosed)	
7.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners any where in India(If so, the details thereof to be provided/attached)	
8.	Length of experience in the field, if any	
9.	Experience in dealing with Government Departments/Organizations (indicate the names of the Departments/Organizations and years of dealing with those Departments/Organizations and Attach copies of contract orders placed to the Agency)	
10.	Whether Agency profile is attached	
11.	Financial turnover of the Tendering company/firm for the last 3preceding financial year with supported documents(copy of Audited Annual Financial Statement to be attached)	
12.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency (If so, the details thereof to be provided/attached)	

The bidder shall also provide the following details in technical Bids:

- (i) The Agency's Bid Cover Letter(including the compliance requirement in respect of eligibility, Code of Integrity in Public Procurement-CIPP);
- (ii) Power of attorney(s);
- (iii) Qualification/eligibility Information with enclosures;
- (iv) Write up on Bidder's Organization, confirmation of compliance with (or deviations from)

 Description of works/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 Bidder, Contract for GCC and SCC, etc; and

Signature of the Bidder with seal

Financial Bid

Name of Work: Hiring of Support Services for Hydrological Observation on Mahakali Rivers& its tributaries in PHO Sub Division, CWC, Tanakpur under P&I Division, Central Water Commission, Faridabad.

(To be furnished online only and offline bids will not be accepted under this contract)

The Bidder shall submit the finanicial bid in the BOQ attached in the tender document.

Note: Year will start from 1st December to 30th November next year.

Total Man-hours for each category of services at each site shall be calculated as per Details mentioned in Annexure I (A) & I (B).

CHAPTER 6: CONTRACT FORM

CONTRACT AGREEMENT FORM

THIS	S AGRE	EEMENT is made on the	dayof		_(month)20(year)	between
the P	residen	t of India acting through	(Na	me an	d Designation of th	ne Officer),
			(Name	of	Division),Centra	ıl Water
Com	mission	n, Department of Water Resources,	River		Developme	nt and
Gang	ga		Rejuven	ation	(DoWR	,RD&GR),
(Add	lress)(he	erein after called as "the Purchaser")o	of the FIRS	Т РАБ	RTY	
		Al	ND			
havir (<i>here</i> inclu	ng its e inafter de its s	of Agency),acompany/partnership firm registered office at	acting the ression shall	nrough l, unl	n_, the authorized ess repugnant to tl	signatory ne context,
Hydr Divis the A	cologica sion),Ce Agency	the Purchaser invited Tenders for cer al Observationon various rivers in mo- entral Water Commission, for the supply of services in considera well as in figures) (here in after called	onsoon sea (Addres tion of the c	son ur s) and contra	nder(Name I has accepted the ct price in sum of I	of Tender of
NOW 1. 2.	In this assigned The fo	AGREEMENT WITNESSETH AS F Agreement words and expressions shed to them in the Conditions of Contra- ollowing documents shall be deemed to ment along with their order of prevala	nall have the act called to form and		J	•
	(i) (ii) (iii) (iv) (v) (vi) (vii)	The Purchaser's Notification of Awa Amendments to the tender document Special Condition of Contract General Condition of Contract Tender form, technical bid and the p Tender document; Post tender opening correspondence	t; rice schedu	le sub	mitted by the Bidde	er;

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

	Amou	int (in Rs.)
Brief description of Work		
	(In figures)	(In words)
HIRING OF SUPPORT SERVICES FOR		
FUNCTIONING OF HYDROLOGICAL		
OBSERVATION AT DIFFERENT SITES ON		
MAHAKALI RIVER & ITS TRIBUTARIES UNDER		
PANCHESWAR HYDROLOGICAL OBSERVATION		
SUB DIVISION, CENTRAL WATER COMMISSION,		
TANAKPUR.		
TOTAL VALUE OF CONTRACT		

- 4. This contract shall be valid for a period of three Year(s) from the effective date of this contract unless revoked earlier for reasons as specified elsewhere in the document.
- 5. The Agency hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this contract and without any deviation or reservations of any kind.
- 6. Effective date of this contract shall be_.
- 7. This contract shall be governed by the provisions of relevant laws of the India.

IN	WIT	NESS	WHERE	OF	the	parties	here	to	have	caused	this	Agreement	to	be	executed
thro	ugh	thei	r resp	ectiv	'e	author	ized	1	represe	entatives	3	on the(day)_	_(r	non	th),
									(y	ear).					

The day and year first above written.

Signed for and on behalf of President of India	Signed for and on behalf of M/s
Ву	By
(Name and Designation)	(Name and Designation), authorized signatory and holder of General Power of Attorney dated, executed in accordance with the Resolution
(Address)	Nodated

In the presence of:

Witnesses:

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

CHAPTER 7: OTHER STANDARD FORMS

FORM I

${\bf MODELPERFORMANCEGUARANTEEFORMAT}$

То
ThePresidentofIndia
WHEREAS(Name and address of the supplier)(here in after
called as "the Supplier") has undertaken, in pursuance of ContractNoDated_to
supply of Support Services for Hydrological Observations on various Rivers in Monsoon
Season(here in after called as"the contract");
AND WHEREAS it has been stipulated, inter-alia, in the said contract that the supplier shall
furnish you with a Performance Guarantee (here in after called as "Guarantee") by a Scheduled
Commercial Bank for the sum specified therein as performance security for compliance with its
obligations in accordance with the contract.
ANDWHEREASWE(indicate the name and address and other particulars of the Bank) (here in after called as 'the Bank') at the request of the Supplier here by irrevocably and unconditionally Guarantee to you to pay the sum of an amount not exceeding Rs
suffered or would be caused to or suffered by reason of any failure in its performance obligation
by the Supplier as per the contract.
NOW, THEREFORE, WE hereby affirm that we are guarantors and responsible to you, on
behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we
undertake to pay you, upon your first written demand declaring the supplier to be in default
under the contract and without any demur, protest, contest, cavilorargument, any sum or sums
with in the limits of (amount of guarantee) as a foresaid, without your needing to prove or to
show grounds or reasons for your demand or the sum specified there in.
Wehere by waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

Tender for Hiring of Support Services for Functioning of HO sites under PHO Sub-Division, Tanakpur

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 wehere by 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 II

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To, Date:/
Che
Executive Engineer
P&I Division
Central Water Commission
Sub:Acceptance of Terms & Conditions of Tender

Tender Reference No:

Name of Tender: Hiring of Support Services for Hydrological Observation in different sites on Mahakali River& its tributaries under PHO Sub Division, Central Water Commission, Tanakpur, Uttrakhand.

Dear Sir

- 1. I/We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the website (s) namely; _as per your advertisement, given in the above-mentioned website(s).
- 2. I/Wehere by 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 there in.
- 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 debarment as given in bid securing declaration and we shall not have any claim/right against your Division/Organization in satisfaction of this condition.

Your Faithfully Signature of the Bidder, with official seal

FORM III

ELIGIBILTY DECLARATION

(To be submitted as part of technical bid) (On Company Letter-head) (Alongwith supporting documents, if any)

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

Tender Document No. Tender No. / xxxx; Tender Title: Hiring of Support Services

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB- clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:
- 2) Bidder/ Agent Status
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
- (a) Are not insolvent, in receivership, bankrupt or being woundup, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- (b) (Including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared in eligible/blacklisted/banned/debarred by the Procuring Organisation or its Ministry/Department from participation in its Tender Processes; and/or
 - (ii) Are not convicted (with in three years preceding the last date of bid submission) or stand declared in eligible/suspended/ blacklisted/ banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name not created anew "Allied Firm", consequent to the above disqualifications.

Do not have any association (as bidder/partner/Director/employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document

- (c) We certify that we fulfilany other additional eligibility condition if prescribed in Tender Document.
- (d) We have no conflict of interest, which substantially affects fair competition. The prices quoted a recompetitive and without adopting any unfair/ unethical/ anti-competitive

means. No attempthas been made or shall be made byus to induce any other bidder to submit or not to submit an offer to restrict competition.

- 4) Restriction son procurement from bidders from a country or countries, or aclass of countries under Rule 144(xi) of the General Financial Rules2017:
 - "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contract or from such countries, and so lemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:
- (a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed).and;
- (b) We shall not subcontract any work to a contract or from such countries unless such contractor is registered with the Competent Authority.
- 5) MSME Status

Having read and *under stood* the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012(a samended and revised till date), and so lemnly declare the following:

- (a) We are- Micro/Small/Medium Enterprise/ SSI/Govt.Deptt./ PSU/Others:.....
- (b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as *proof* of our being MSE registered on the Udhyam Registration Portal. The certificate is the late stup to the deadline for submission of the bid.
- (c) Whether Proprietor/Partner be longs to SC/ST or Women category.(Please specify name sand percentage of *shares* held by SC/ST Partners):.....
- 6) Start-up Status

We confirm that we are/ are not a Start-upentity as per the define it on of the Department of Promotion of Industrial and Internal Trade–DPIIT.

7) Make in India Status

Having read and *under stood* the Public Procurement (Preference toMake in India PPP-MII) Order, 2017(as amended andrevised till date) and related not if ications from the relevant Nodal Ministry/Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a *certificate* from statutory auditors/cost a countantincase of Tenders above Rs 10 Crore for Class-II Local Suppliers). Details of local content and location(s) at which value additionis made areas follows:

Local Contentand% age	
Location(s) of value addition	

There fore, we certify	that we	qualify	for the	following	category	of the	supplier	(tick	the
appropriate category):									

Class-I Local	Sup	plier/	
Class-I ILocal	Su	pplier	/

	Tender for Hiring of Support Services for Functioning of HO sites under PHO Sub-Division, Tanakpur
(b)	□ Non-Local Supplier. We also declare that
	\Box There is no country whose bidders have been notified as in eligible on areciprocal basis under this order for the offred Services, or
	\Box We do not be long to any Country whose bidders are notified as ineligibleon are ciprocal basis under this order for the offered Services.
8)	Self-declaration by Indian Agents of Foreign principals
9)	Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (owner ship pattern and documents,type of firm,year of establishment, sister concerns etc.) to establish that they are abonafide business as per Indian Laws—are submitted as part of Form 1.3 annexed here with.
10)	Agency Agreement shall be submitted with Form 1.3.It shall cover
(i)	The préc is relationship, services to be rendered, mutual interests in business- generally and/or specifically for the tender and
(ii)	Any payment the agent or associate receives in India or abroad from the foreign principal, whether a commissionor ageneral retainer fee.
(iii)	Our Foreign principals, explicitly authorizingus to make an offer in response to the tender, either directly or in association with them, are listed in Form1.3 annexed here with. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
(iv)	The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form1.3.
<i>(v)</i>	Confirmation is given in Form1.3 herewith from the foreign principals that the commission/remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, inequivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.
(vi)	Penalties for false declaration or misleading declarations:
	Wehere by confirm that the particulars given above are factually correct and nothing is
	concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract
	penalties as mentioned in this Tender Document.
(Sign	nature with date)
	me and designation)
`	y authorized to sign bid for and on behalf of
	me & Address of Bidder and sealof company]
-	* *-

Annexure-I(A)

Site Details:

Name of the Organization: Yamuna Basin Organisation, New Delhi

Name of Circle: Planning Circle, CWC, Faridabad

Name of Division: P&I Division, CWC, Faridabad

Name of Sub Division: PHO Sub Division, CWC, Tanakpur

Engineer-in-charge: Executive Engineer, P&I Division, CWC, Faridabad

Address & Contact Details:

For year 2022-23

S. No	Site	State	District	River/tributary	Site_Type	Service to be provided*
						Monsoon (June 2023 to October 2023)
1	Pancheshwar		Champawat	Mahakali	GDS	Type A + Type B
2	Rameshwar		Champawat	Sarju	GDS	Type A + Type B
3	Purnagiri		Champawat	Mahakali	GDS	Type A + Type B
4	Rupaligad		Champawat	Mahakali	GDS	Type A + Type B
5	Dharchula		Pitthoragarh	Mahakali	G	Type B
6	Jhulaghat	Uttrakhand	Pitthoragarh	Mahakali	G	Type B
7	Khetikhan	Uttrak	Champawat	-	Rain	Type C
8	Baijnath		Bagheshwar	-	Rain	Type C
9	Berinag		Pitthoragarh	-	Rain	Type C
10	Pharsali		Bagheshwar	-	Rain	Type C
11	PHO Sub- Division Office,		Champawat	-	-	Type D

S.	Site	State	District	River/tributary	Site_Type	Service to be provided* during non-monsoon period
No						Dec 2022 to May 2023 &Nov
						2023
1	Pancheshwar		Champawat	Mahakali	GDS	Type A
2	Rameshwar		Champawat	Sarju	GDS	Type A
3	Purnagiri		Champawat	Mahakali	GDS	Type A
4	Rupaligad		Champawat	Mahakali	GDS	NIL
5	Dharchula		Pitthoragarh	Mahakali	G	NIL
6	Jhulaghat		Pitthoragarh	Mahakali	G	NIL
7	Khetikhan		Champawat	-	Rain	Type C
8	Baijnath		Bagheshwar	-	Rain	Type C
9	Berinag		Pitthoragarh	-	Rain	Type C
10	Pharsali	pı	Bagheshwar	-	Rain	Type C
11	PHO Sub- Division Office,	Uttrakhand	Champawat	-	-	Type D

For year 2023-24

S. No	Site	State	District	River/tributary	Site_Type	Service to be provided*
110						Monsoon (June 2024 to October 2024)
1	Pancheshwar		Champawat	Mahakali	GDS	Type A + Type B
2	Rameshwar		Champawat	Sarju	GDS	Type A + Type B
3	Purnagiri		Champawat	Mahakali	GDS	Type A + Type B
4	Rupaligad		Champawat	Mahakali	GDS	Type A + Type B
5	Dharchula		Pithoragarh	Mahakali	G	Type B
6	Jhulaghat		Pithoragarh	Mahakali	G	Type B
7	Khetikhan		Champawat	-	Rain	Type C
8	Baijnath	Uttrak	Bagheshwar	-	Rain	Type C
9	Berinag	hand	Pithoragarh	-	Rain	Type C
10	Pharsali		Bagheshwar	-	Rain	Type C
11	Narayan Ashram		Pithoragarh		Rain& Snow	Type C
12	PHO Sub- Division Office, Tanakpur		Champawat	-	-	Type D
S. No	Site	State	District	River/tributary	Site_Type	Service to be provided* during non-monsoon period
						Dec 2023 to May 2024 &Nov 2024
1	Pancheshwar		Champawat	Mahakali	GDS	Type A
2	Rameshwar		Champawat	Sarju	GDS	Type A
3	Purnagiri		Champawat	Mahakali	GDS	Type A
4	Rupaligad		Champawat	Mahakali	GDS	Type A
5	Dharchula		Pithoragarh	Mahakali	G	NIL
6	Jhulaghat	Uttrak	Pithoragarh	Mahakali	G	NIL
7	Khetikhan	hand	Champawat	-	Rain	Type C
8	Baijnath		Bagheshwar	-	Rain	Type C
9	Berinag		Pithoragarh	-	Rain	Type C
10	Pharsali		Bagheshwar	-	Rain	Type C
11	Narayan Ashram		Pithoragarh	-	Rain & Snow	Type C
12	PHO Sub- Division Office,		Champawat	-	-	Type D

S. No	Site	State	District	River/tributary	Site_Type	Service to be provided*
110						Monsoon (June 2025 to October 2025)
1	Pancheshwar		Champawat	Mahakali	GDS	Type A + Type B
2	Rameshwar	-	Champawat	Sarju	GDS	Type A + Type B
3	Purnagiri		Champawat	Mahakali	GDS	Type A + Type B
4	Rupaligad	1	Champawat	Mahakali	GDS	Type C + Type B
5	Dharchula		Pithoragarh	Mahakali	G	Type B
6	Jhulaghat	Uttrak	Pithoragarh	Mahakali	G	Type B
7	Khetikhan	hand	Champawat	-	Rain	Type C
8	Baijnath	1	Bagheshwar	-	Rain	Type C
9	Berinag		Pithoragarh	-	Rain	Type C
10	Pharsali		Bagheshwar	-	Rain	Type C
11	Narayan Ashram	-	Pithoragarh		Rain& Snow	Туре С
12	PHO Sub- Division Office, Tanakpur		Champawat	-	-	Type D
S. No	Site	State	District	River/tributary	Site_Type	Service to be provided* during non-monsoon period
						Dec 2024 to May 2025 &Nov 2025
1	Pancheshwar		Champawat	Mahakali	GDS	Type A
2	Rameshwar		Champawat	Sarju	GDS	Type A
3	Purnagiri	=	Champawat	Mahakali	GDS	Type A
4	Rupaligad	-	Champawat	Mahakali	GDS	Type A
5	Dharchula	=	Pithoragarh	Mahakali	G	Nil
6	Jhulaghat	Uttrak	Pithoragarh	Mahakali	G	Nil
7	Khetikhan	hand	Champawat	-	Rain	Type C
8	Baijnath		Bagheshwar	-	Rain	Type C
9	Berinag		Pithoragarh	-	Rain	Type C
10	Pharsali]	Bagheshwar	-	Rain	Type C
11	Narayan Ashram		Pithoragarh	-	Rain & Snow	Type C
12	PHO Sub- Division Office,		Champawat	-	-	Type D

Classification of work:

Tender for Hiring of Support Services for Functioning of HO sites under PHO Sub-Divisi	ision. Tanaknur
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Type A:	Daily Discharge, Silt, Rainfall observations & Meteorological Parameters - 4 hours/day						
	through out the year (Semi-Skilled).						
Type B:	Hourly Gauge during monsoon for 8 Hours (Semi Skilled).						
Type C:	Rainfall/Snowfall Observation twice daily at 0800 Hrs and 2000 Hrs throughout the year						
	(Semi Skilled).						
Type D:	Files recorder Services of hydrological & meteorologicaly data for 8 hours daily at PHO						
	Sub-Division, Tanakpur throughout the year.						
*	Cleaning of site, site office, gauge plates etc. and maintenance of records is also required to						
	done at each sites						

Annexure-I (B)

FOR YEAR 2022-23

Details of support services required for Monsoon Season under PHOSD:

Турс						Fall observations & Mo	eteorological Parameters - 4
Sl.	Site		Site	Area		Existing CWC	Support Services required for
No			Гуре	Clas	S	Manpower Available at	various hydro-meteorological
						Sites	observations (estimated yearly
							Man-hours)
						Monsoon (June 2023 to	Monsoon (June 2023 to
						October 2023)	October 2023)
						202001 2020,	300001 2020)
1	Pancheshw	ar (GDS	Class	С	0	1560
2	Rameshwai	. (GDS	Class	С	0	1560
3	Purnagiri	(GDS	Class	С	0	1560
4	Rupaligad	(GDS	Class	С	0	1560
	1 0			Man Ho		-	6240
Турс						ng monsoon (Semi Skilled	
S1.	Site		ite	Area -		Existing CWC	Support Services required for
No		Ту	pe	Class		Manpower Available at	various hydro-meteorological
						Sites	observations (estimated yearly
							Man-hours)
]	Monsoon (June 2023 to	Monsoon (June 2023 to
					(October 2023)	October 2023)
1	Pancheshw	ar Gl	DS	Class C	7	0	600
2	Rameshwai	· Gl	DS	Class C	7	0	1624
3	Purnagiri	Gl	DS	Class C	7	0	600
4	Rupaligad	Gl	DS	Class C	7	0	600
5	Jhulaghat	(G	Class C	7	0	2648
6	Č		7	0	2648		
		•	Total	Man Ho	ours		8720
Турс	e C	Rain	fall/Si	nowfall	l Oł	servation twice daily	at 0800 Hrs and 2000 Hrs
JI						(Semi Skilled).	 0000
S1.	Site	Site	~	ea -		sting CWC Manpower	Support Services required for
No	Site	Type			LAI	Available at Sites	various hydro-meteorological
110		Type	Cia	155		Available at Sites	
•							observations (estimated yearly Man-hours)
				1	longe	on (Iuna 2022 to	
						oon (June 2023 to	Monsoon (June 2023 to
1	I/h c4!1.1	Da!	C1 -		clob	er 2023)	October 2023)
1	Khetikhan	Rain	Clas			0	459
2	Baijnath	Rain	_	ss C		0	459
3	Berinag	Rain		ss C		0	459
4 Pharsali Rain Class						0	459
			Total	Man Ho	ours		1836
Тур	e D					s of hydrological & mete sion, Tanakpur througho	eorologicaly data for 8 hours out the year.
S1.	Site	Site	Are			sting CWC Manpower	Support Services required for
No	5110	Type			-/11	Available at Sites	various hydro-meteorological
		1710					observations (estimated yearly
		l					seed radions (estimated journy

					Man-hours)
				Monsoon (June 2023 to	Monsoon (June 2023 to
				October 2023)	October 2023)
1	PHO Sub-	-	Class C	0	1224
	Division				
	Office,				
	Tanakpur				
			1224		

Details of Support staff for Non-Monsoon Season under PHOSD:

	Details of Support staff for Non-Monsoon Season under PHOSD:								
Тур	e A Daily	Discharg	observations & Mo	eteoro	ological Parameters - 4				
	hours	/day throu	ighout the y	year (S	Semi Skilled).				
Sl.	Site	Site	Area -	Exis	sting CWC Manpower	Sup	pport Services required for		
No		Type	Class		Available at Sites		ious hydro-meteorological		
						obse	ervations (Estimated yearly		
							Man-hours)		
					2022 to May 2023 &		2022 to May 2023 & Nov		
				Nov	2023	2023			
1	Pancheshw		Class C		0		728		
2	Rameshwar		Class C		0		1456		
3	Purnagiri	GDS	Class C		0		728		
4	Rupaligad	GDS	Class C		0		728		
		To	otal Man Ho	urs			3640		
		1							
Тур	e C				ation twice daily at 080	00 Hr	s and 2000 Hrs		
			out the year	-					
Sl.	Site	Site Ty			Existing CWC Manpo		Support Services		
No			Cla	ISS	Available at Sites	1	required for various		
•							hydro-meteorological		
							observations (estimated		
							yearly Man-hours)		
					Dec 2022 to May 202	3 &	Dec 2022 to May 2023 &		
	771 .'1.1	ъ.	CI		Nov 2023		Nov 2023		
1	Khetikhan	Rain	Clas		0		636		
2	Baijnath	Rain	Clas		0		636		
3	Berinag	Rain	Clas		0		636		
4	Pharsali	Rain	Clas		0		450		
			Total Man				2358		
Тур	e D				rices of hydrological &		_ •		
					Sub-Division, Tanakp				
Sl.	Site		ite Area		Existing CWC	_	pport Services required for		
No	No		pe Class	s M			ious hydro-meteorological		
					Sites	obse	ervations (estimated yearly		
				-	2022 1 1 2022	_	Man-hours)		
					Dec 2022 to May 2023		2022 to May 2023 & Nov		
1	DITO GP		Class		Nov 2023	2023			
1	PHO Sub-	ffice	- Class		0		1456		
	Division Of Tanakpur	ince,							
	1 anakpui		 otal Man Ho	urs			1456		
		1,	, tai 141aii 110	ulb			1430		

The support services required for assisting and supplementing the existing manpower in various observations at the

required frequencies as mentioned in the activity schedule at Chapter-2.

FOR YEAR 2023-24

Details of support services required for Monsoon Season under PHOSD:

No . Type Class Manpower Available at Sites Sites Various hydro-meteorologi observations (estimated year Man-hours) Monsoon (June 2024 to October 2024) 1 Pancheshwar GDS Class C 0 1560 2 Rameshwar GDS Class C 0 1560 3 Purnagiri GDS Class C 0 1560 4 Rupaligad GDS Class C 0 1560 Total Man Hours 6240 Type B Hourly Gauge during monsoon (Semi Skilled) S1. Site Site Area - Type Class Manpower Available at Various hydro-meteorological Site No No Class C No Support Services required Various hydro-meteorological Site No Class C No No Class C No No Class C No Support Services required Various hydro-meteorological Site No Class C No No No Class C No No No Class C No						
No	Туре		0 /	*		logical Parameters - 4
Pancheshwar GDS Class C 0 1560		Site			Manpower Available at	Support Services required for various hydro-meteorological observations (estimated yearly Man-hours)
Rameshwar GDS Class C 0 1560					,	``
A	1	Pancheshwar	GDS	Class C	0	1560
Rupaligad GDS Class C 0 1560	2	Rameshwar	GDS	Class C	0	1560
Type B	3	Purnagiri	GDS	Class C	0	1560
Sile	4	Rupaligad	GDS	Class C	0	1560
S1. Site No Type Class Site No October 2024 to October 2024) S1. Site No Type Class Sites			Tota	al Man Hour	s	6240
No . Bright Sites No Sites	Туре	e B	Hourly	Gauge dur	ing monsoon (Semi Skilled	1)
Sites	Sl.	Site	Site	Area -	Existing CWC	Support Services required for
Man-hours Monsoon (June 2024 to October 2024) Monsoon (June 2024 to October 2024) 1	No		Type	Class	Manpower Available at	various hydro-meteorological
Pancheshwar GDS Class C 0 600					Sites	observations (estimated yearly Man-hours)
2 Rameshwar GDS Class C 0 1624 3 Purnagiri GDS Class C 0 600 4 Rupaligad GDS Class C 0 600 5 Jhulaghat G Class C 0 2648 6 Dharchula G Class C 0 2648 Total Man Hours 8720 Type C Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). Sl. Site Site Area - Existing CWC Support Services required various hydro-meteorologic observations (estimated year). Sites Sites Manpower Available at Sites Observations (estimated year).					· ·	· ·
3 Purnagiri GDS Class C 0 600 4 Rupaligad GDS Class C 0 600 5 Jhulaghat G Class C 0 2648 6 Dharchula G Class C 0 2648 Total Man Hours 8720 Type C Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). SI. Site Site Area - Existing CWC Manpower Available at Various hydro-meteorologic observations (estimated year). Sites Manpower Available at Various hydro-meteorologic observations (estimated year).	1	Pancheshwar	GDS	Class C	0	600
4 Rupaligad GDS Class C 0 600 5 Jhulaghat G Class C 0 2648 6 Dharchula G Class C 0 2648 Total Man Hours 8720 Type C Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). Sl. Site Site Area - Existing CWC Support Services required various hydro-meteorologic observations (estimated year). Site Site Site Site Area - Sites Sites Observations (estimated year).	2	Rameshwar	GDS	Class C	0	1624
5 Jhulaghat G Class C 0 2648 6 Dharchula G Class C 0 2648 Total Man Hours 8720 Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). Sl. Site Site Area - Class Existing CWC Support Services required various hydro-meteorological observations (estimated years) No Type Class Manpower Available at Sites Observations (estimated years) Sites Man-hours)	3	Purnagiri	GDS	Class C	0	600
6 Dharchula G Class C 0 2648 Total Man Hours 8720 Type C Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). Sl. Site Site Area - Existing CWC Support Services required various hydro-meteorological Constructions (estimated year observations). Site Site Area - Existing CWC Support Services required various hydro-meteorological constructions (estimated year observations).	4	Rupaligad	GDS	Class C	0	600
Total Man Hours Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). Sl. Site Site Area - Existing CWC Support Services required Various hydro-meteorological Constructions (estimated years). Site Site Site Area - Existing CWC Support Services required Various hydro-meteorological Constructions (estimated years). Sites Observations (estimated years).	5	Jhulaghat	G	Class C	0	2648
Type C Rainfall/Snowfall Observation twice daily throughout the year (Semi Skilled). Sl. Site Site Area - Existing CWC Support Services required various hydro-meteorological observations (estimated years). Site Site Site Sites Manpower Available at various hydro-meteorological observations (estimated years).	6	Dharchula	G	Class C	0	2648
Sl. Site Site Area - Existing CWC Support Services required No Type Class Manpower Available at Sites Observations (estimated years) Sites Man-hours)			Tota	al Man Hour	s	8720
Sl. Site Site Type Class Manpower Available at Sites Observations (estimated years)	Туре	e C				at 0800 Hrs and 2000 Hrs
No . Type Class Manpower Available at various hydro-meteorologi observations (estimated years) Man-hours)			<u> </u>			T
Sites observations (estimated year Man-hours)		Site	1		_	
Man-hours)	No		Type	Class	•	3
	٠				Sites	
					Mongoon (June 2004 to	
						· ·
	1	Khatikhan	Doin	Closs C		
			+ +			
y and the second						
		_	+ +			
			+ +			
Ashram &Snow	J	~	&Snow			
Total Man Hours 2295			Tota	al Man Hour	S	2295

Турс	e D	Files r	eteorologicaly data for 8 hours		
		daily a	t PHO Sub-	Division, Tanakpur throu	ghout the year.
S1.	Site	Site	Area -	Existing CWC	Support Services required for
No		Type	Class	Manpower Available at	various hydro-meteorological
				Sites	observations (estimated yearly
					Man-hours)
				Monsoon (June 2024 to	Monsoon (June 2024 to
				October 2024)	October 2024)
1	PHO Sub-	-	Class C	0	1224
	Division				
	Office,				
	Tanakpur				
		Tota	al Man Hou	rs	1224

Details of Support staff for Non-Monsoon Season under PHOSD:

Тур		cal Parameters - 4						
Sl.	Site		Site	Area -	Existing CWC	Support Services required		
No			Type	Class	Manpower Available at	for various hydro-		
			71		Sites	meteorological		
						observations (estimated		
						yearly Man-hours)		
					Dec 2023 to May 2024	Dec 2023 to May 2024 &		
					& Nov 2024	Nov 2024		
1	Pancheshw		GDS	Class C	0	728		
2	Rameshwai	•	GDS	Class C	0	1456		
3	Purnagiri		GDS	Class C	0	728		
4	Rupaligad		GDS	Class C	0	728		
				l Man Hour		3640		
Type C Rainfall/Snowfall Of the year (Semi Skille					vation twice daily at 0800 Hrs	and 2000 Hrs throughout		
Sl.	Site		Site Type A		Existing CWC Manpowe	r Support Services		
No						Class	Available at Sites	required for various
						hydro-meteorological		
						observations (estimated		
						yearly Man-hours)		
					Dec 2023 to May 2024 &			
					Nov 2024	Nov 2024		
1	Khetikhan	I	Rain	Class C	0	639		
2	Baijnath	I	Rain	Class C	0	639		
3	Berinag	F	Rain	Class C	0	639		
4	Pharsali	F	Rain	Class C	0	639		
5	Narayan	Rain		Class C	0	639		
	Ashram							
Total Man Hou						3195		
					rvices of hydrological & me			
G:					IO Sub-Division, Tanakpur			
Sl.	Site		Site	Area -		upport Services required for		
No			Type	Class		arious hydro-meteorological		
					Sites of	oservations (estimated yearly		

					Man-hours)
				Dec 2023 to May 2024	Dec 2023 to May 2024 & Nov
				& Nov 2024	2024
1	PHO Sub-	-	Class C	0	1456
	Division Office,				
	Tanakpur				
		1456			

Note: The support services required for assisting and supplementing the existing manpower in various observations at the required frequencies as mentioned in the activity schedule at Chapter -2.

FOR YEAR 2024-25
Details of support services required for Monsoon Season under PHOSD:

Type A	Daily Di	ischarge	, Silt, Rair	nfall observations & Mo	eteorological Parameters - 4	
hours/day throughout the year (Semi Skilled).						
Sl.	Site	Site Area -		Existing CWC	Support Services required for	
No.		Type	Class	Manpower Available at	various hydro-meteorological	
				Sites	observations (estimated yearly	
					Man-hours)	
				Monsoon (June 2025 to	Monsoon (June 2025 to	
				October 2025)	October 2025)	
1	Pancheshwar	GDS	Class C	0	1560	
2	Rameshwar	GDS	Class C	0	1560	
3	Purnagiri	GDS	Class C	0	1560	
4	Rupaligad	GDS	Class C	0	1560	
			Man Hours		6240	
Type B			Gauge dur	ing monsoon (Semi Skilled		
Sl.	Site	Site	Area -	Existing CWC	Support Services required for	
No.		Type	Class	Manpower Available at	various hydro-meteorological	
				Sites	observations (estimated yearly	
					Man-hours)	
				Monsoon (June 2025 to	Monsoon (June 2025 to	
				October 2025)	October 2025)	
1	Pancheshwar	GDS	Class C	0	3048	
2	Rameshwar	GDS	Class C	0	1624	
3	Purnagiri	GDS	Class C	0	600	
4	Rupaligad	GDS	Class C	0	1624	
5	Jhulaghat	G	Class C	0	2648	
6	Dharchula	G	Class C	0	2648	
			Man Hours		12192	
Type C				Observation twice daily at	0800 Hrs and 2000 Hrs	
~.	T ~.		•	r (Semi Skilled).		
Sl.	Site	Site	Area -	Existing CWC	Support Services required for	
No.		Type	Class	Manpower Available at	various hydro-meteorological	
				Sites	observations (estimated yearly	
				M /I 2027 :	Man-hours)	
				Monsoon (June 2025 to	Monsoon (June 2025 to	
1	171 411.1	D.:	C1 C	October 2025)	October 2025)	
1	Khetikhan	Rain	Class C	0	459	
2	Baijnath	Rain	Class C	0	459	
3	Berinag	Rain	Class C	0	459	

4	Pharsali	Rain	Class C	0	459		
5	Narayan	Rain	Class C	0	459		
	Ashram	&Sno					
		W					
		2295					
		Files recorder Services of hydrological & meteorologicaly data					
Type D		hours daily at PHO Sub-Division, Tanakpur throughout the year.					
Sl.	Site	Site	Area -	Existing CWC	Support Services required for		
No.		Type	Class	Manpower Available at	various hydro-meteorological		
				Sites	observations (estimated yearly		
					Man-hours)		
				Monsoon (June 2025 to	Monsoon (June 2025 to		
				October 2025)	October 2025)		
1	PHO Sub-	-	Class C	0	1224		
	Division						
	Office,						
	Tanakpur						
		1224					

Details of Support staff for Non Monsoon Season under PHOSD:

Type A Daily Discharge, Silt, Rainfall observations & Meteorological Parameters - 4								
hours/day throughout the year (Semi Skilled).								
Sl. No.	Site	Site Type	Area - Class		Existing CWC Manpower Available at Sites		Support Services required for various hydro-meteorological observations (estimated yearly Man-hours)	
					2024 to May 2025& 2025	Dec 2025	2024 to May 2025& Nov	
1	Pancheshwa	ar GDS	Class C		0	1144		
2	Rameshwar	GDS	Class C		0		1456	
3	Purnagiri	GDS	Class C		0		1456	
4	Rupaligad	GDS	Class C Man Hour		0		1456	
			5512					
Sl. No.	Site		ut the year	· (Sem	ation twice daily at 0800 Hrs i Skilled). Existing CWC Manpower Available at Sites		Support Services required for various hydro-meteorological observations (estimated	
					Dec 2024 to May 202 Nov 2025	25&	yearly Man-hours) Dec 2024 to May 2025& Nov 2025	
1	Khetikhan	Rain	Clas	s C	0		636	
2	Baijnath	Rain	Clas	s C	0		636	
3	Berinag	Rain	Clas	s C	0		636	
4	Pharsali	Rain	Clas	s C	0		636	
5	Narayan Ashram	Rain &Snow	Clas		0		636	
Total Man Hours						3180		

Type D		Files recorder Services of hydrological & meteorologicaly data for 8					
		hours daily at PHO Sub-Division, Tanakpur throughout the year.					
Sl.	Site	Site	Area -	Existing CWC	Support Services required for		
No		Type	Class	Manpower Available at	various hydro-meteorological		
				Sites	observations (estimated yearly		
					Man-hours)		
				Dec 2024 to May	Dec 2024 to May 2025& Nov		
				2025& Nov 2025	2025		
1	PHO Sub-	-	Class C	0	1456		
	Division Office,						
	Tanakpur						
		1456					

Note: The support services required for assisting and supplementing the existing manpower in various observations at the required frequencies as mentioned in the activity schedule at Chapter-2.