



भारत सरकार
जल शक्ति मंत्रालय
जल संसाधन, नदी विकास
और गंगा संरक्षण विभाग
केन्द्रीय जल आयोग
जल विज्ञान मंडल



GOVERNMENT OF INDIA
Ministry of Jal Shakti,
Department of Water Resources,
River Development & Ganga Rejuvenation
CENTRAL WATER COMMISSION
Hydrology Division

NEERVALAM Complex, No. R-81, TNHB Colony, West Velachery, Chennai-600042.
Phone: 044-29530653. e-mail: ee.chn-cwc@nic.in

Tender No. 9/HD/HQS/NIT/2019/ 1690-93

Date: 15/07/2019

NOTICE INVITING TENDER

CPWD-6

On behalf of the President of India, EXECUTIVE ENGINEER, HYDROLOGY DIVISION, CENTRAL WATER COMMISSION, "NEERVALAM", PLOT NO.81, TNHB COLONY, NEAR TELEPHONE EXCHANGE, WEST VELACHERY, CHENNAI - 600 042 invites **sealed item rate tenders** for the following works from eligible firms under **single bid system**.

Name of the work	:	Providing Semi Skilled Man Power Services under Palar Ponnaiyar Sub Division, CWC, Chennai
Quantity	:	Semi Skilled - 11 Nos
Period of Contract	:	Six months
Estimated cost	:	Rs. 11, 82, 930/-
Earnest Money Deposit	:	Rs. 23, 658/-
Tender Fee	:	Rs. 500/-

1. The Eligibility Criteria for technical bid is as follows:


- The firm should have registered to provide Man Power Assistance / labour services with labour departments of Central or State Government.
- The firm should have registered with valid EPF, ESI.
- The firm should have minimum 2 years experience from the date of registration in the business of providing man power assistance/labour services. Any firm claiming exemption on these criteria shall produce documentary proof to substantiate it.
- The firm should have valid GST and PAN number.
- Satisfactory Certificate (limited to 2 proofs) for providing man power from any State / Central Government Office or PSU during the calendar year 2016-18.
- Turn over certificate and Income tax statement for the last two financial years. Also the agency has to submit valid professional tax number with remittance proof if any.
- Agencies having valid MSME/NSIC certificate are exempted from paying EMD and Tender Fee.

The firm should enclose all documentary proof / evidence (limited to two evidences) to substantiate the eligibility criteria as given above along with the tender.

2. The NIT and tender can be downloaded from www.cwc.gov.in or www.eprocure.gov.in.

3. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of bid, otherwise the bid will not be considered for opening:
 - Demand Draft towards tender fee in original in sealed envelope.
 - Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
4. However, the technical and financial bid of the tenders will be opened by the department on receipt of the cost of EMD & Tender fee as demand draft in favour of **Executive Engineer, Hydrology Division, CWC, Chennai payable at Chennai on or before 22/07/2019 11.00 hrs.**
5. Tenders, in single bid system, (both technical and financial bid) will be received in sealed and superscribed envelope up to 21/07/2019 @ 17.00 hrs by the Executive Engineer, Hydrology Division, Central Water Commission, R-81, TNHB colony, West Velachery, Chennai – 600042. **The tenders (both technical and financial bid) will be opened by the Executive Engineer or his authorized representative on 22/07/2019 at 12.00 hrs.**
6. The Quantity of man power may however vary during signing of contract.
7. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
8. In case of a partnership/consortium, the agreement signed between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
9. One of the partners of the firm will be identified in the agreement as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
10. The bid shall include all the relevant documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents. Any additional information requested by the department during the course of evaluation of the technical bid shall be supplied within the time limits set by the department.
11. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
12. The tender shall be valid for a period of 60 days from opening date of the bid.
13. Tenderer are encouraged to inspect and examine the work place and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / mis-happening or otherwise shall be allowed.

14. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
15. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.


15/07/2019

(र. गिरिधर)/(R.GIRIDHAR)

अधिसासी अभियंता/Executive Engineer

प्रतिलिपी/Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru for kind information please.
2. The Sub Divisional Engineer, PPSD, CWC, Chennai.
3. The Accounts Branch, HD, CWC, Chennai.

V. Vijayadurai 15/07/2019

TERMS AND CONDITIONS OF THE CONTRACT

Introduction:

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. Cauvery and Southern Rivers Organization, Coimbatore under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. The work proposed is providing semi skilled man power under Palar Ponnaiyar Sub Division, CWC, Chennai.

1. One Bid per Bidder:

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified. **Bidder's signature is mandatory in each page of the tender document.**

2. Signing the tender:

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952(documents to be enclosed).

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

3. Contents of bidding documents: The set of bidding document comprises the documents listed below

- a) Notice Inviting Tender
- b) EMD & Tender Fee
- c) Terms and Conditions of the contract
- d) Contract/Agreement form – CPWD 8
- e) Schedule of work
- f) Performance Guarantee in the form of DD or Bank Guarantee.

4. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the department may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give perspective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

5. Language of the Bid:

All documents relating to the bid shall be in the English language or Regional language.

6. Earnest Money Deposit:

The bidder shall furnish as part of its bid an EMD of Rs. **23658/- (Rupees Twenty three thousand six hundred and fifty eight only)** in the form of DD from any scheduled bank. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws his bid during the period of bid validity specified in the terms and condition of the contract.
- ii) If a bidder does not accept the correction of errors, (i.e. If there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail.
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

7. Security Deposit / Performance Guarantee:

The successful bidder shall furnish an amount equivalent to 5% of contract value as Security Deposit / Performance Guarantee in the form of DD or Bank Guarantee from any scheduled bank in favour of **Executive Engineer, Hydrology Division, Central Water Commission payable at Chennai** within 15 days from issue of the letter of acceptance. **The performance guarantee shall have validity for a period of 12 months.** The performance guarantee will be returned to the agency only after satisfactory completion of the work and proper settlement of EPF dues to the beneficiary. The performance guarantee will be forfeited in case of termination of the contract by the Department due to lapses in the settlement of EPF to the beneficiary or any non compliance to the contract.

8. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.
- c) The rate quoted by the tenderers shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.

- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) The rate quoted by the agency shall contain monthly wages (Basic plus VDA), Employees Provident fund, ESI and all other statutory benefits as per minimum wages act for the year 2019-20.
- f) The rates quoted by the agency shall not be less than the minimum wages mentioned in the schedule of works. The wages are not subjective to change unless decided by the department.
- g) If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- h) The rates shall be quoted in Indian Rupee only.
- i) **Service charges quoted less than or equal to 5% of wages shall be summarily rejected. Value up to 2 decimals will only be considered for evaluation. Service charges shall be the percentage of minimum wages only and not EPF, ESI and other charges.**
- j) **If two or more agencies have quoted the same service charges, then lot system as per CPWD manual will be followed for further process and award of contract.**

9. Bid Validity:

Bid shall remain valid for the period of 60 days from the date of technical bid opening. In exceptional circumstances prior of the original bid validity period, the Executive Engineer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing only.

10. Corrupt and fraudulent practices:

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Executive Engineer.

- (a) Defines for purpose of these provisions, the terms set forth below as follows:-
 - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
 - (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

11. Clarification of Bidding Documents:

To assist in the examination, evaluation and comparison of bids, the department may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the department in the evaluation of the bids.

12. Examination of Bids and Determination of Responsiveness:

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the work and which limits in any substantial way inconsistent with the bidding documents, the Executive Engineer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. If a bid is not substantially responsive, it will be rejected by the Executive Engineer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

13. Award criteria:

The Executive Engineer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

14. Notification of Award:

The bidder whose bid has been accepted will be notified of the award by the Executive Engineer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the Executive Engineer will pay the contractor in consideration of the execution of the works by the contractor.

15. Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru will be final and binding to the bidder.

16. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form along with performance guarantee.

17. Changes in Contractor's organization to be approved:

Where the contractor is a partnership firm, the previous approval in writing of the Executive Engineer shall be obtained before any change is made in the constitution of the firm. If previous approval from the Executive Engineer is not obtained action may be taken against the contractor as per relevant rules in force.

18. The Details of work to be performed by the bidder:

Description of the work for each of the category of post with qualification and age is as under:

S No.	Category of Post	Minimum Qualification	Age / Sex	Description of the work
1.	Semi Skilled – Office Work	A pass in 12 th standard	21-50/ Male / Female	To carry out the office works instructed by the department
2.	Semi Skilled – Site Work	A pass in 12 th standard	21-50/ Male / Female	To carry out any kind of site activity as instructed by the department

Note: The above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per instructions of the Executive Engineer or his representative.

19. The facilities and input to be provided by the department:

The semi-skilled man power should ensure the safety of the complex, office files, handle the instruments/tools required for the maintenance and the contractor will be responsible for the safety of the instruments while in use, excluding normal wear and tear. Any loss of the instrument/tools handled by the semi-skilled man power will be recovered from the Security Deposit / running bills of the contractor. The cost of such lost/damaged items will be decided by SE, C&SRC, CWC, Bengaluru as per the practice followed in the department, and the decision of SE in fixing the cost of lost/damaged equipments/facilities is final and binding to the contractor. The semi-skilled man power should follow the instruction given by Executive Engineer or his representative at office.

20. Payment Terms:

The payment will be released to the agency by the Executive Engineer after obtaining the Bill in triplicate from the agency through concerned section / subdivision. TDS as applicable will be deducted from every bill. GST filing is to be done by the agency as per norms. Proofs in connection with TDS, GST, Professional tax payment may be produced every quarter and also as and when requested by the department.

21. Labour Laws to be complied:

The contractor shall strictly comply with the provisions of all latest amended central and state labour laws from time to time.

22. Display of notice regarding wages etc:

The Engineer-in-charge shall display and continue to display and correctly maintain in a clear and legible condition at in conspicuous places of the work, notices in English and in the local Indian Languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wage periods, dates of payments of wages and other relevant information.

23. Payment of wages:

- i) The contractor shall make payments to the man power before 7th of the succeeding month through their bank accounts only. Wages paid by cash will not be accepted. If

the man power employed is not having a bank account, then a savings bank account may be opened.

- ii) Wages shall be paid to the man power by the agency without any deductions of any kind except those specified by the Central / State Government by general or special order in this behalf permissible under the Payment of Wages Act.
- iii) The contributions in EPF & ESI amount as per government norms should invariably be attached with the bill every month without which the payment will not be made to the agency. EPF pass book may be issued to the beneficiary or an online EPF account may be created so that the contributions of employee and employer are verified by the labour for their benefits.
- iv) It is the duty of the contractor to extend co-operation in all possible means so that the man power becomes well aware of the government procedures in withdrawal of EPF amount. ESI card and service may be made available to the man power upon their request.
- v) The proof of wages by bank deposit slip / transaction statement shall be invariably attached failing which the bill will not be cleared for payments.
- vi) The Electronic Challan cum Return (ECR) shall be invariably attached with the bill clearly indicating employee and employer contributions.
- vii) The wages of man power is fixed for a month whether the duty is for 26 or 27 days. However for the absent period, the equivalent wages and service charges will be calculated.
- viii) **Deduction in wages other than EPF / ESI will lead to violation of the labour laws and subsequent termination of the contract.**
- ix) **Improper wages to the man power will lead to termination of the contract and the agency will not be considered for future scope of works.**

24. Removal of Contractor's Employee:

The Executive Engineer may require the contractor to dismiss or remove man power employed upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The service of the man power can be terminated / replaced by the contractor only with the prior permission of the Executive Engineer or his authorized representative. On termination of the service of a man power the contractor should provide substitute immediately. Any change in the man power working at a particular site / location shall be replaced by a new person after intimating the same in writing and getting approval from the Executive Engineer or his authorized representative.

25. Termination of Contract:

If the contractor does not comply with labour laws and contract conditions, the Executive Engineer may terminate the contract and the performance guarantee will be forfeited.

26. Contract Period:

The contract is for a period of 6 months, however if the Department wishes, then the contract can be extended for further period of 6 months on mutually acceptable terms.

27. Working hours:

The working hours in a day is fixed as 8 hours per day for site and office work with one day weekly off. The man power deployed is eligible to avail Public Holidays in line with the department's policy with no loss in wages.

28. Other terms and conditions:

- i) The Department will not be responsible for any injury sustained to the man power during the performance of their duties. Any expenditure incurred by the department to face the situation arising out of act of workers will be made good by the agency. If any incident / accident occurred during the duty period, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- ii) The Agency shall work under the control of the Executive Engineer, Hydrology Division or his authorized representative.
- iii) The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) ct, 1970, contract Labour (Regulation and Abolition) Central Rules 1971 and child Labour (Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account.
- iv) This is purely a temporary arrangement, which can be terminated on mutual basis at any time without assigning any reasons by serving **one-month** notice.
- v) In case of any lapse in duty/negligence with public/staff of CWC, written notice shall be given to the agency. In the event of department not satisfied with the behaviour of the man power, the firm shall re nominate another person immediately after intimating the same in writing to the department.
- vi) The semi skilled man power cannot claim any regularization of the work/post within the department as it is purely a contract and not employment. An undertaking in this regard is to be signed by the man power.
- vii) In case it is noticed by the "authority/undersigned "that the person/persons deployed by the agency is/are not working up to the mark/required standard, an advance written notice (probably two days) will be given by the undersigned to improve upon himself/themselves to carry the work as per government standard of work/instruction of undersigned or by authorized representative of this office. In the event of no improvement despite written notice the agency will be asked to replace the person/persons immediately, or otherwise the contract will be cancelled by giving 24 hrs notice.

- viii) In the event of any untoward incident happens while on duty the security persons should immediately register the FIR in nearest police station under intimation to the undersigned.
- ix) If any person/persons of the agency while on duty found in condition of drunken state or misbehaving with staff & officers of the individual offices, they will be declared unfit for duty and agency should replace them immediately at the absolute discretion of authority.
- x) The Agency should submit the proof of making payment like wages, ESI, EPF etc of the Personnel deployed on the duty to the undersigned while submitting claim for subsequent months bill. (i.e bill for the month of **August-2019** be supported with documents of deposit made by the contractor against ESI, EPF and also a receipt giving details of wages received by the Labour for the month of **July-2019**). If the contractor fails to make such documents, the Department may take action to make direct payments to the Labour till such time the contractor produce the documentary proof for making wages, ESI, EPF etc due for the Labour.) In case the contractor fails to make such document for more than 3 months, then the Department may cancel the contract and the performance guarantee available with the Department will be forfeited.
- xi) The Chief Engineer, C&SRO, CWC, Coimbatore may consider relaxation of any of the terms and condition of the contract if required.
- xii) The performance guarantee will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency.

29. Liquidated Damages:

Liquidated Damages shall be levied upon the agency as determined by the Superintending Engineer not exceeding 5% of contract value failing to attend the contract as per conditions and in the event of any damage / loss to the property or asset of the department.


अधिशाली अभियंता/Executive Engineer

SCHEDULES

SCHEDULE 'A'	:	Applicable (enclosed)
SCHEDULE 'B'	:	Not Applicable
SCHEDULE 'C'	:	Not Applicable
SCHEDULE 'D'	:	Not Applicable
SCHEDULE 'E'	:	Applicable
SCHEDULE 'F'	:	Applicable

SCHEDULE 'E' : Reference to general conditions of the work

Name of the work	:	Providing Semi Skilled Man Power under Palar Ponnaiyar Sub Division, CWC, Chennai
Estimated Cost	:	Rs. 11, 82, 930/-
EMD @ 2%	:	Rs. 23, 658/-
Performance Guarantee	:	5% of contract value to successful bidder

SCHEDULE 'F'

Office Inviting Tender	:	Executive Engineer, Hydrology Division, Central Water Commission, Plot No R-81, TNHB colony, West Velachery, Chennai – 600042.
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Definitions:

Engineer-in-charge	:	Sub Divisional Engineer, PPSD, CWC, Chennai
Accepting Authority	:	Executive Engineer, Hydrology Division, CWC, Chennai
Department	:	Central Water Commission
Clause 1	:	Applicable
Clause 2	:	
Authority for fixing compensation	:	Superintending Engineer, C&SRC, CWC, Bengaluru
Clause 3	:	
Authority for determination of tender	:	Executive Engineer, HD, CWC, Chennai
Clause 3A	:	Applicable
Clause 11	:	Applicable
Clause 15	:	Applicable
Clause 16	:	Applicable
Clause 17	:	Applicable
Clause 19 (A – L)	:	Applicable
Clause 20	:	Applicable
Clause 23	:	Applicable
Clause 24	:	Applicable
Clause 25	:	Applicable
Clause 37	:	Applicable
Clause 38	:	Applicable
Clause 39	:	Applicable

Note: All other clauses are not applicable.

SCHEDULE A - PROVIDING SEMI SKILLED MAN POWER SERVICES under PPSD, CWC, CHENNAI**Class "A" Area**

S No.	Description	Qty	Wages per month (Rs.)
I	Providing Semi Skilled man power for office work		
a)	Wages including VDA per month for providing Semi Skilled Man Power in Class A Area @ Rs. 645/- per day w.e.f 01/04/19	1 No	16770.00
b)	Employees Provident fund @ 13.00% of a)		2180.00
c)	ESI @ 3.25% of a)		545.00
d)	Sub Total I		19495.00
e)	Service charges in (%) of a)		
f)	Sub Total II		
g)	GST@18%		
	Total / person / month		
	Grand Total for 6 months		

Class "C" Area

S No.	Description	Qty	Wages per month (Rs.)
I	Providing Semi Skilled man power assistance for site work		
a)	Wages including VDA per month for providing Semi Skilled Man Power in Class C Area @ Rs. 457/- per day w.e.f 01/04/19	1 No	11882.00
b)	Employees Provident fund @ 13.00% of a)		1545.00
c)	ESI @ 3.25% of a)		386.00
d)	Sub Total I		13813.00
e)	Service charges in (%) of a)		
f)	Sub Total II		
g)	GST@18%		
	Total / person / month		
	Total for 10 person / month		
	Grand Total for 6 months		

The rate quoted by the agency shall be as per Order no 1/8(3)/2019-LS-II dated 27/03/19 issued by Chief Labour Commissioner (C), Ministry of Labour & Employment

We agree to carry out the work **"Providing Semi Skilled Man Power Services under Palar Ponnaiyar Sub Division, Central Water Commission, Chennai"**. as per Tender No.9/HD/HQS/NIT/2019/1690-93 dated 15/07/2019 for a total contract price of Rs..... (in figures) (Rupees..... (in words)

Date:

Signature of Agency

AGREEMENT FORM

This Contract made on the day of2019 between the President of India acting through Executive Engineer, Central Water Commission under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India, Hydrology Division, "Neervalam" R-81, TNHB Colony, Near BSNL Telephone Exchange, West Velachery, Chennai – 600042 (hereinafter called "the Employer") and M/s.(hereinafter called "the Contractor").

WHEREAS the Employer is desirous that the Contractor executes the work of "Providing 11 nos semi skilled man power" in response to Tender No.9/HD/HQS/NIT/2019/1690-93 dated 15/07/2019 and the Employer has accepted the BID by the Contractor **at a contract price of Rs.....**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications and instructions in writing and in respect of accordance with, such conditions so far as applicable.

I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for providing 11 nos semi skilled man power in conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor for providing 11 nos semi skilled man power, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Signature of the Contractor

अधिशसी अभियंता/Executive Engineer

Witness:

Location of sites under Palar Ponnaiyar Sub Division, Central Water Commission, Chennai

S.No	Name	Address
1.	O/o Sub Divisional Engineer, Palar Ponnaiyar Sub Division	R-81, TNHB Colony, West Velachery, Chennai – 600042.
2.	Site – Magaral 12° 42' 34" N 79° 44' 57" E	Magaral Post, Kancheepuram District, Tamil Nadu - 631 603.
3.	Site – Sullurpet 13° 42' 28" N 80° 00' 36" E	Mannar Polur Post, Nellore District, Andhra Pradesh - 524 121.
4.	Site – Kumarapalayam 11° 59' 00" N 79° 40' 50" E	Kaliamman Koil Street, Kumarapalayam Village, Valuthavoor Post, Pondicherry - 605 502.
5.	Site – Arcot 12° 54' 50" N 79° 20' 00" E	Taluk Office compound, Arcot, Tamil Nadu - 632 503.
6.	Site – Kudalaiyathur 11° 25' 20" N 79° 28' 15" E	Kayalakudi, Kattumannar Koil Taluk, Cuddalore District, Tamil Nadu - 608 702.
7.	Site – Naidupet 13° 56' 54" N 79° 53' 46" E	Near Swarnamukhi Bridge, Thummar Post, Nellore District, Andhra Pradesh - 525 126.
8.	Site – Chengalpet 12° 39' 00" N 79° 56' 50" E	G.S.T. Road, Mamandur Post, Kancheepuram District, Tamil Nadu - 603 111.
9.	Site – Villupuram 11° 52' 14" N 79° 27' 34" E	Pythambadi Village, Panruti Taluk, Cuddalore District, Tamil Nadu - 607 101.
10.	Site – Vazhavachanur 12° 03' 57" N 78° 58' 41" E	Vazhavachanur Post, Chengam Taluk, Thiruvannamalai District, Tamil Nadu - 606 753.