



**Govt. of India  
Central Water Commission**

**TENDER DOCUMENT**

*Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla.*

**Due date for opening of Tender: 03.30 PM on 05/02/11**

Officer Inviting Tender:

**The Executive Engineer,  
Snow Hydrology Division, CWC,  
Block No. 29, SDA Complex,  
Kasumpti, Shimla (H.P) -171009  
Phone: 0177/2623026; Fax: 0177/2625253  
E-mail: [eeshdcwc@yahoo.com](mailto:eeshdcwc@yahoo.com)**

Estimated Cost : Rs 28,38,700/-  
(Rupees Twenty Eight Lakhs Thirty Eight Thousand and Seven Hundred only)

**January 2011**

SAVE WATER.....SAVE WATER.....SAVE WATER.....SAVE WATER

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

Last date for sale of tenders	04.00PM on 04/02/11
Cost of tender document	Rs 500/- (Five Hundred Only)
Last date, time and place of submission of tender document	05/02/11, 03.00 PM in the office of the undersigned
Earnest Amount Deposit to be attached with the tender	Rs 56,000/- demand draft/CDR of a scheduled bank in favour of the <i>Executive Engineer</i> , Snow Hydrology Division, CWC, Shimla.
Date, time and place of tender opening	05/02/11, 03.30 PM in the office of the undersigned

**This tender document contains 25 (Twenty Five) pages**

**Issued to :**

**Date of Receipt of Tender fee :**

**Date of Issue :**

**Signature of the Issuing Authority :**

**Executive Engineer  
Snow Hydrology Division,  
Central Water Commission,  
Block No-29, SDA Complex, Kasumpti,  
Shimla (H.P.) - 171009  
Tel Ph: 0177-2623026, Fax: 0177-2625253  
E-mail: eeshdcwc@yahoo.com**

## **List of contents**

<b>S.No</b>	<b>Content</b>	<b>Page No.</b>
1.	Press Notice & Notice Inviting Tender (CPWD-6)	1
2.	Item rate tender & Contract for Works (CPWD-8)	3
3.	Information and Instructions to Tenderers	7
4.	Schedule of Quantities, Rates and Amount	11
5.	Scope of work	12
6.	Terms and conditions of contract	13
7.	Other conditions	20
8.	Letter of acceptance	21
9.	Issue of notice to proceed with the work	22
10.	Contract agreement form	23
11.	Performance security form	24
12.	Index map	25

**NOTICE INVITING TENDERS (NIT) (Press Notice)**

The Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla invites sealed Item rate tenders on behalf of the President of India from eligible contractors for the following work:

**NIT No: CWC/SHD/2010-11/2**

**Name of work:** “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla”.

**Estimated Cost: Rs. 28,38,700/-** (Rupees Twenty Eight Lakhs Thirty Eight Thousand and Seven Hundred only)

**Earnest Amount: Rs. 56,000/-** (Fifty Six Thousand only)

**Time of Completion: 24** (Twenty Four) months.

**Eligibility criteria:** 1. Contractors registered with CPWD, MES, H.P.P.W.D, Railways, Tele-Communication and H.P. Irrigation & P.H. Deptt or having a valid license from the Regional Labour Commissioner from Central or State Govt. 2. The contractor must have EPF, ESI and Service tax registration at the time of award of the work. 3. The contractor must have at least 2 yrs of experience in providing similar services.

The tender forms and other details can be obtained from the O/o of *Executive Engineer*, Snow Hydrology Division, Central Water Commission, Block No-29, SDA Complex Kasumpti, Shimla (H.P.) 171009 on payment of Rs.500/-. The last date and time for purchasing of tender forms shall be 04/02/11 upto 4.00 PM. Other details/information can be seen on the website at **<http://www.cwc.gov.in>**.

Executive Engineer

NIT No.CWC/SHD/2010-11/2

CPWD-6

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
SNOW HYDROLOGY DIVISION**

Block No-29, SDA Complex, Kasumpti, Shimla (H.P.) - 171009  
Tel Ph: 0177-2623026; Fax No.0177-2625253; e-mail: eeshdcwc@yahoo.com

**NOTICE INVITING TENDER (NIT)**

Item rate tenders are invited on behalf of the President of India from eligible contractors for “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” for a period of 24 (Twenty Four) months from the date of start of the work as follows (the no. of manpower requirement shown is only indicative and are subject to change at the time of awarding the work):

Name of Item	Duration	Number of manpower required at various locations							
		Titang (Khab) (Distt.- Kinnaur)	Powari (Distt.- Kinnaur)	Nathpa (Distt.- Kinnaur)	Rampur (Distt.- Shimla)	Jubbal (Distt.- Shimla)	Pandoa (Distt.- Shimla/Mandi)	CWC Shimla office, (Distt.- Shimla)	Total
Unskilled	24 Months	1	2	1	2	1	3	6	16
	9 Months	1	1	1	1	-	1	2	7
Clerical and non- Technical Supervisory Staff	24 Months							2	2
<b>Grand Total</b>		<b>2</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>10</b>	<b>25</b>

**Eligibility criteria:** 1. Contractors registered with CPWD, MES, H.P.P.W.D, Railways, Tele-Communication and H.P. Irrigation & P.H. Deptt or having a valid license from the Regional Labour Commissioner from Central or State Govt. 2. The contractor must have EPF, ESI and Service tax registration at the time of award of the work. 3. The contractor must have at least 2 (two) yrs of experience in providing similar services.

- The tender forms are available for sale on payment of Rs.500/- (non refundable) in cash or A/c payable demand draft in favour of *Executive Engineer*, Snow Hydrology Division, CWC, Shimla payable at Shimla during the working hours (11.00 AM to 4.00 PM) on any working day from 24.01.2011 to 04.02.2011. Tender forms requested by mail shall be dispatched by speed post/registered post on payment of an extra amount of Rs.250/-. Any kind of postal delay shall be at the risk of the tenderer. Alternately, the tender document can also be downloaded from the tenders section of CWC website at <http://www.cwc.gov.in> and the payment of non-refundable fee of Rs 500/- in the manner mentioned above may be paid at the time of submitting the tender.
- The estimated cost for the above work is **Rs 28,38, 700/-** (Twenty Eight Lakhs Thirty Eight Thousand and Seven Hundred only).The tenders shall be accompanied by Earnest Amount Deposit (EMD) of Rs **56,000/-** (Rupees Fifty Six Thousand Only) as a demand draft /CDR of a Scheduled Bank pledged in favour of *Executive Engineer*, Snow Hydrology Division, CWC, Shimla.
- Completed tenders in sealed envelope with EMD in another sealed envelope, with the name of work and due date of opening written on the envelopes put together in another sealed envelope shall be delivered in the office of the undersigned before 1500 hours on 05.02.2011. The tenders shall be opened on 05.02.2011 at 1530 hours in the office of the undersigned in the presence of those tenderers who choose to attend.
- Tender documents can be seen in the office of the undersigned between 11:00 A.M & 04:00 P.M. on all working days during the period of sale of tenders.
- The sites for the work are available.
- The competent authority, on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without assigning any reason. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

**Executive Engineer**

CPWD-8

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : H.P. CIRCLE : M&A Directorate  
DIVISION : Snow Hydrology Division  
ORGANISATION : Indus Basin Organization

Tender & Contract for Works

Tender for the work of : “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” for a period of 24 (Twenty Four) months from the date of start of the work.

- (i) To be submitted by 15.00 hours before 05.02.2011 in the O/o *Executive Engineer*, Snow Hydrology Division, Block No-29, SDA Complex Kasumpti, Shimla (H.P) – 171009.
- (ii) To be opened in presence of tenderer(s) who may choose to be present at 15.30 hours on 05.02.2011 in the office of *Executive Engineer* Snow Hydrology Division, Block No-29, SDA Complex Kasumpti, Shimla (H.P) – 171009.

Issued to: \_\_\_\_\_  
(Contractor)

Signature of officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of Issue \_\_\_\_\_

**TENDER**

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E & F, Specifications applicable, 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 “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” for a period of 24 (Twenty Four) months from the date of start of the work as specified by the President of India within the time specified in Schedule ‘F’, viz., schedule of quantities and in accordance in all specifications and instructions are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of .....is hereby forwarded as Demand Draft drawn on a Scheduled Bank as earnest amount. If I/We, fail to commence the work specified I/we agree that the said President of India or his successors in office, shall without prejudice to any other right or remedy, be at liberty to forfeit the said

earnest amount absolutely; I further state that I shall furnish the specified amount of Rs 50,000/- (Rupees Fifty Thousand ) towards first installment of Performance Security in the prescribed manner within 15 days of the issue of the notification for award of the contract or at the time of signing the contract agreement, whichever is earlier and agree to the Department deducting 10% of the amount from each running bill until the total amount including the first installment equals 5% of tendered value towards Performance Security.

I/we have already furnished security to the President of India in lieu of earnest amount and have deposited with the Chairman, CWC, New Delhi a lump sum security of Rs..... as earnest amount in individual cases & I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing no.\_\_\_\_\_ dt. \_\_/\_\_/\_\_ against the necessity of depositing earnest amount in respect of the above tender for work. I/We agree that should the President of India or his successors in office decide to forfeit earnest amount mentioned for this work, unless a sum equal to the earnest amount is paid by us forthwith, the competent authority, for President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other amount due to me/us under this contract or otherwise.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I am /we are authorised 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 amount 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 on behalf of the President of India, 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 amount due to me/us under this contract or otherwise.

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

**SCHEDULES**

**SCHEDULE 'A'** - Schedule of quantities (Enclosed)

**SCHEDULE 'B'** – Not applicable

**SCHEDULE 'C'** - Not applicable

**SCHEDULE 'D'** - Not applicable

**SCHEDULE 'E'** - Not Applicable

**SCHEDULE 'F'**

Reference to Terms and conditions of contract

**Name of work:** “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” for a period of 24 (Twenty Four) months.

**Earnest Money Deposit:** Rs **56,000/-** (Rupees Fifty Six Thousand only)

**Security Deposit/ Performance guarantee:** **5% of tendered value**

**General Rules & Directions:**

**Officer inviting tender:** Executive Engineer, Snow Hydrology Division,  
Block No-29, SDA Complex, Kasumpti, Shimla  
(H.P.) 171009

**Definitions:**

2(v) Engineer-in-Charge: Executive Engineer, Snow Hydrology Division,  
Block No-29, SDA Complex, Kasumpti, Shimla  
(H.P.) 171009

2(viii) Accepting Authority: - As Above –

2(x) Percentage on cost of materials and Labour to cover all overheads and profits. 15%

2(xi) Department: Central Water Commission

2(xii) Standard Schedule of rate As per Minimum Wages Act 1948 for salary.

9(ii) Standard CPWD contract Form: CPWD form 8 as modified & corrected upto 2003

**Clause 2**

Authority for fixing Compensation under clause 2. Executive Engineer, SHD, CWC, Shimla.

**Clause 5**

Time allowed for execution of work 24 months/ 9 months respectively.

Authority to give fair and reasonable extension of time for completion of work Executive Engineer, SHD, CWC, Shimla

**Clause 11**

Specifications to be followed for execution of work

As mentioned under the scope of work.

**Clause 16**

Competent Authority for deciding reduced rates.

Not applicable.

**Clause 36**

Minimum qualifications & experience required for Principal Technical Representative	1. Contractors registered with CPWD, MES, H.P.P.W.D, Railways, Tele-Communication and H.P. Irrigation & P.H. Deptt or having a valid license from the Regional Labour Commissioner from Central or State Govt.2. Must have EPF, ESI and Service Tax registration at the time of award of the work. 3. At least 2 (two) yrs of experience in providing similar services.
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a) For works with estimated cost put to tender more than

i) Rs. 10 Lakhs for civil work

Not Applicable

ii) Rs. 5 Lakhs for Elect/Mech Works

Not Applicable

b) For works with estimated cost put to tender

i) More than Rs. 5 Lakhs but less than Rs. 10 lakhs for Civil work.

Not Applicable

ii) More than Rs. 1 Lakh but less than Rs. 5 Lakh for Elect/Mech works

Not Applicable

c) Discipline to which the Principal Technical Representative should belong:

He/ She should be a registered contractor as specified above.

d) Minimum experience of works

2 (Two) years of similar work

e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36

Not Applicable

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## **INFORMATION AND INSTRUCTIONS TO TENDERERS**

### **Introduction:**

Before submitting the tenders the tenderers/contractors must ensure that he/she has understood the exact requirement of the said work. In case of any discrepancy or ambiguity felt by the contractor with respect to the work, it is mandatory to raise the clarification in writing and in turn get it clarified from the *Executive Engineer, Snow Hydrology Division, CWC, Shimla (Department)* in writing at least 3 days before the last date of tender submission. In case of no such clarification is required by the contractor, it will be construed that all the requirements of the *Department* are understood by the contractor. **No communications shall be entertained in this regard at any stage of work after the opening of the tenders.**

### **Eligibility criteria:**

1. Contractors registered with CPWD, MES, H.P.P.W.D, Railways, Tele-Communication and H.P. Irrigation & P.H. Deptt or having a valid license from the Regional Labour Commissioner from Central or State Govt.
2. The contractor must have EPF, ESI and Service tax registration at the time of awarding of the work.
3. The contractor must have at least 2 yrs of experience in providing similar services.

### **Period of validity of tenders:**

The tenders for the work shall remain valid for a period of ninety (**90**) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest amount. In exceptional circumstances, the *Department* may solicit the contractor's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD so submitted shall also be suitably extended by the tenderer. A tenderer may refuse the request without forfeiting its EMD.

### **Earnest Money Deposit (EMD):**

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs **56,000/-**(Rupees Fifty Six Thousand only) as a demand draft /CDR of a Scheduled Bank pledged in favour of *Executive Engineer, Snow Hydrology Division, CWC, Shimla*. The tenders unaccompanied by the EMD shall be rejected summarily. Unsuccessful tenderer's EMD shall be discharged or returned after the award of the contract or upon the expiration of the period of tender validity, whichever happens earlier. The successful tenderer's EMD shall be discharged upon the tenderer signing the contract agreement and furnishing the performance security. The EMD shall be forfeited:

- a. if a tenderer withdraws his tender during the period of tender validity specified; or
- b. if the tenderer fails (in case of a successful tenderer):
  - (i) to sign the contract within 15 days of the issue of the notification for award of the contract; or
  - (ii) to furnish the performance security valid up to 60 days beyond the date of expiry of the contract period for a sum equivalent to 5% of tendered value for the due performance of the contract within 15 days of the issue of the notification for award of the contract or at the time of signing the contract agreement, whichever is earlier.

A contractor exempted from depositing earnest amount in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest amount and shall produce the original when called upon to do so. The tender without specified earnest amount, shall be summarily rejected and the corresponding financial bid shall not be opened.

### Opening of Tenders:

The tenders shall be opened on 05.02.2011 at 1530 hours in the office of the *Executive Engineer*, Snow Hydrology Division, Block No-29, SDA Complex Kasumpti, Shimla (H.P) - 171009 in the presence of those tenderers who choose to attend.

### General:

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole /quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The *Department* has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderers are expected to understand the forms, terms and conditions and other details mentioned in the tender document.
- In the event of the tender being submitted by a firm, it must be signed separately by each member 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.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and same is prohibited and is liable to result in termination of the contract.
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any conditions of the tendering documents by amendments.
- The valid means of communications for this tender shall be in writing, e-mail and fax followed by confirmation in writing by post.
- The tenderers should visit the site and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, and also site conditions. Whether the tenderer visits the site or not, he is deemed to have visited the site and ascertained the entire site conditions. The tenderer shall allow in his tender for extras likely to be incurred due to such conditions. No claim shall be allowed on this account, under any circumstances from the contractor.
- It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender. Tenderers are advised to inspect and examine the locations of Satluj Basin i.e. Titang (Khab, Distt. Kinnaur), Powari (Distt. Kinnaur), Nathpa (Distt Kinnaur) and Rampur, Pandowa (Distt Shimla-Mandi about 50 kms below Rampur along River Satluj), Naldhera (Shimla) and Jubbal (Shimla), CWC Shimla office etc. where manpower are to be provided and satisfy themselves before submitting their tenders as to the nature of the topography, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall by themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the sites especially regarding inner line permit from H.P.Govt or Govt Of India for reaching Titang (Khab), whether he inspects or not. No extra charges consequent on any mis-understanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost for the stay of persons to be engaged at the CWC Sites along with stay, electricity access, water facilities for workers and all other services required for executing the work. The successful tenderer shall keep the manpower engaged under insurance cover for the entire period of the contract. Nothing extra shall be paid on this account except the rates provided in the contract document. 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 other factors having a bearing on the execution of the work.

- The contractor shall not in any capacity employ persons of bad character or any person whose antecedents are in doubt or who is on the police records as bad character. The contractor shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, temporary and permanent address, and the place at which employed with his/her left/right hand rolled thumb impression affixed there on in printers ink. Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate are to be borne by the contractor.
- All aspects of verification (police verification, address verification, document verification) concerning to the offered manpower shall be the sole responsibility of the contractor and no compensation shall be claimed for that.
- Agreement shall be signed with the successful tenderer on prescribed proforma given in the tender. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- Department has the right to increase or decrease the work/deployment of the unskilled/skilled manpower as per the work requirement during the tender period.
- The contractor shall not be permitted to tender for works in the Office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the contractor would render him liable to be rejected.

#### **Schedule of Quantities, Rates and Amount:**

- The rates quoted by the tenderer shall take into account the minimum wages in use as per the Minimum Wages Act 1948 and shall remain valid during the tenderer's performance of the contract and not subject to variation on any account. The rates shall be given as per the format given in schedule of rates on lump-sum basis. Rates shall not be quoted on option basis. Tenders having optional rates shall be summarily rejected. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document. The schedule of quantities is indicative which can be executed in part also and the contractor shall not be allowed any compensation. The manpower requirement shall be indented as and when required in requisite quantity. A period of 15 days shall be given to arrange for the required manpower.
  - a. All rates shall be quoted in Indian Rupees only.
  - b. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the subtotals shall prevail.
  - c. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totalling of unit rates, the unit rates shall prevail.
  - d. Rates for each item shall be furnished in the format as given in the schedule of rates. Any correction, overwriting etc. should be duly initialled.
  - e. Tendered rates are inclusive of all taxes and levis payable under the respective statues. However pursuant to the constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by the statue, after the date of receipt of tenders, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer/ SHD/CWC

(whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.

- f. The rates quoted shall be all inclusive of ESI, EPF, and Service Charges etc., & nothing extra shall be levied on the quoted rate.
- g. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of Government.
- h. The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46<sup>th</sup> Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

**Evaluation of tenders:**

The tenders shall be evaluated on the basis of lowest amount subject to qualifying the eligibility criteria. However, the department does not bind itself to accept the lowest or any other tender. The lowest evaluated tenderer shall be invited for negotiations and on successful negotiations the work shall be awarded.

**Award of work:**

Within fifteen (15) days of the receipt of notification of award from the department, the successful tenderer shall sign the contract agreement as per the format as given in the tender duly furnishing the performance security valid up to 60 days beyond the contract period for a sum equivalent to Rs.1, 00,000/- (Rupees One Lakh Only) or due performance of the contract as per proforma given in the tender.

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**SCHEDULE OF QUANTITIES , RATES AND AMOUNT**

**Name of the work:** “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” for a period of 24 (Twenty Four) and 9 (Nine) months respectively.

S.No	Name of item	Location	Qty in persons	Unit	Rate		Amount	
					In Figures Rupees/ month	In Words Rupees/month	In Figures Rupees	In Words Rupees
1	Unskilled manpower	Rampur site (Distt, Shimla) and Pandowa Site (Distt. Shimla –Mandi), Jubbal Site (Distt. Shimla)	12(Twelve) persons for 24 months.	Persons per month				
			4( Four) persons for 9 months					
		Titang (Khab), Powari, Nathpa all in Distt.- Kinnaur (H.P)	4 (Four) persons for 24 months					
			3 (Three) persons for 9 months.					
2	Clerical and non- Technical Supervisory Staff	CWC offices at Kusumpty Shimla,	2 (Two) persons for 24 months					
<b>Total</b>								

**SCOPE OF WORK**

The O/o Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla is involved in the observation of Hydrological/Meteorological data at various hydrological observation (H.O) sites on the river Sutlej in the state of Himachal Pradesh. The work may also demand for the engagement of the services of Unskilled manpower for the observation of Snow data at Barshini, Harshil, Auli and Hanuman Chetti in the state of Uttarakhand. The demand for the same shall be made well in advance. There are other pertinent works like data entry, processing of data, maintenance of respective sites and other related office works of routine nature. To assist the department in the discharge of the duties so assigned, the competent authority on behalf of the President of India has decided to outsource certain services pertinent to the work as described in the tender. A rough estimated cost of the proposed work for a period of 24 (Twenty Four) months is Rs 28,38,700/- (Twenty Eight Lakhs Thirty Eight Thousand and Seven Hundred Only).

The work precisely is for engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla. In addition to observation of data the work shall also include maintenance of H.O site, site office, store and other office works of routine nature, and all those works as directed by the site-in-charge on the instructions of the Engineer-in-charge.

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## TERMS & CONDITIONS OF CONTRACT

### Definitions:

**Work** means “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” for a period of 24 (Twenty Four) months.

**Central Water Commission “CWC”** means the organisation headed by Chairman with headquarters at Delhi and the subordinate offices all over India.

**Contract** means the agreement reached by the Executive Engineer, SHD, CWC and the contractor for the purpose of the work mentioned in this document. All documents, letters, correspondence exchanged for this work shall be part of the contract.

**Contract Price:** The cost of services identified in the contractor’s proposal is included in the Contract Price in totality. This shall include such additions/ alterations made as allowed under this contract.

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

The **Department** is: The Executive Engineer, Snow Hydrology Division, Block No-29, SDA Complex Kasumpti, Shimla (H.P.) 171009 as a Purchaser on behalf of The President of India.

**Contractor:** The contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the work detailed in this document.

The **Contract Period/Execution Period** is the period during which the contractor is liable to provide remedial actions without any additional cost to the purchaser.

**Non- Responsive Tender:** Any tender not meeting all the requirements mentioned in the tender document.

**Engineer-in-Charge:** is the Executive Engineer, SHD, CWC, Shimla or any other officer designated by him.

### Interpretations:

**Language:** shall be english only for the purpose of this contract.

**Context:** the singular and plural shall be interchangeable as per the context of the contract.

### Documents of contract:

- a. Press Notice and Notice Inviting Tenders;
- b. Tender form;
- c. Information and Instruction to Tenderers;
- d. Schedule of quantities, rates and amount;
- e. Scope of work;
- f. Terms and conditions of the contract;
- g. Other conditions;
- h. Letter of acceptance;
- i. Issue of notice to proceed to work;
- j. Contract agreement;
- k. Performance security;
- l. Amendments to the tender document, if any;
- m. Post tender-opening Correspondence, if any;
- n. Negotiation documents, if any and;
- o. Department’s notification of award of the contract.

### Contractor’s responsibilities and obligations:

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge through his directions to the Site in charge.

- b. The unskilled manpower supplied by the contractor must be at least minimum middle pass and the Clerical and non-Technical Supervisory Staff shall be at least matriculation/12<sup>th</sup> pass and their addresses & antecedents must be submitted before start of the Job.
- c. The duty hours of the manpower shall be 8 hours shift.
- d. The unskilled/ Clerical and non-Technical Supervisory Staff supplied by the contractor should be insured at his own cost. The contractor is obliged to work closely with the *Department* and abide by the directives that are consistent with the terms of the contract. The contractor is responsible for managing the activities of his manpower and shall be responsible for any misdemeanour.
- e. The contractor shall be solely responsible for all payments to its staff including statutory payments like EPF, ESI, payments under Workmen's Compensation Act or any other act of the Government as applicable during the period of the contract. The *Department* shall not be responsible for any payment to the staff of the contractor under any circumstances.
- f. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- g. The contractor shall pay not less than minimum wage as per the minimum wages act, 1948 as applicable in the state of Himachal Pradesh from time to time to the manpower engaged by him on the work.
- h. This contract shall not be sublet without the written permission of the *Department*. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
- i. In respect of all manpower directly or indirectly employed in the works for the performance of this contract, the Contractor shall comply with or cause to be complied with the CPWD Contractor's Labour Regulations made by the Government from time to time regarding payment of wages / wage period, deduction from wages, recovery of wages not paid, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of like nature.
- j. Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules 1950, or the Himachal Pradesh minimum wage rule the contractor is bound to allow or cause to be allowed to the manpower directly or indirectly employed in the works one day rest of six days continuous work and pay wages at the same rates as for duty. In the event of default the Executive Engineer or Sub-divisional officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto, from any amount due to contractor.
- k. As mentioned in the scope of work in the event of demand by the Department for the engagement of the services of Unskilled manpower for the observation of Snow data at Barshini, Harshil, Auli and Hanuman Chetti in the state of Uttarakhand, the contractor shall arrange for the same within 15 days of receiving the written demand from the Department.
- l. Vis-à-vis the Central Government the contractors shall be primarily liable for all payments to be made, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.

**Department's responsibilities and obligations:**

- The T&P like Life Jacket shall be supplied by the department. Any damage to the T&P and instruments due to carelessness/negligence on the part of manpower supplied by the contractor shall be recovered from the contractor.

- In every case in which by virtue of provisions of Section 12, Subsection (i) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor in execution of the works, Government shall recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.
- The *Department* shall have the right to deduct from the amount due to the contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulations.
- Whenever any claim, against the contractor for the payment of a sum of amount arises out or under the contract, Govt. shall be entitled to recover such sum by appropriating, in part or whole the security deposit of the contractor, and to any Government Promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Government. Should this sum be not sufficient to the full amount recoverable, the contractor shall pay to Government on demand the balance amount remaining due.
- The contractor shall confirm to the provision of any Government Acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said acts or laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates, and all other fees payable to the local authorities.
- As mentioned in the scope of work in the event of Contractor engaging the services of Unskilled manpower on the demand by the Department for the observation of Snow data at Barshini, Harshil, Auli and Hanuman Chetti in the state of Uttarakhand, the wages for the services so hired shall be paid as per the terms and conditions of this contract however, on the basis of the minimum wages as applicable in the state of Uttarakhand at the time of making the demand by the Department.

#### **Duration of contract:**

The time period for carrying out the work shall be **Twenty Four (24) months** from the date of commencement of the work.

#### **Programme of work:**

Immediately after signing of the contract the contractor shall make necessary arrangements for starting the work. The contractor shall formally intimate the *Department* the date of start of commencement of the work. This date of start of work once accepted by the *Department* shall be treated as the date of commencement of the contract period.

#### **Losses, Liabilities and Costs:**

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

If the contractor or his manpower break, deface, injure or destroy any Instrument/ Govt. property at site or office he shall make good the same at his own expense and in that event of his refusing or failing to do so, the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.

The contractor shall solely be responsible for all acts of commission/omission of its employees. The contractor shall be responsible in the event of any theft or damage to Govt. property during the tenure of the

agreement either due to negligence or connivance of its employees and shall reimburse the administration for any loss suffered by it during the period of contract.

### **Force Majeure:**

For purposes of this clause, "Force Majeure" shall mean an event beyond the control of the contractor and not involving the contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the *Department* in writing of such condition and the cause thereof. Unless otherwise directed by the *Department* in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

If an event of Force Majeure, continues for a period of fifteen (15) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for products already delivered or services already performed.

No claim or increased costs shall be entertained attributing to Force Majeure.

### **Contract Price:**

The contract price is the negotiated total amount as per the rates quoted by the tenderer on the basis of minimum wages in use as per the Minimum Wages Act 1948, which shall be valid during the entire contract period and not subject to variation on any account. The rates shall be given as per the format given in the Schedule of rates on lump-sum basis inclusive of all taxes. No other taxes are reimbursable on any account.

### **Terms of Payment:**

The payment shall be made on monthly basis in Indian Rupees by taking into account the minimum wages in use as per the Minimum Wages Act 1948. No deviation in the payment terms mentioned in the tender is permissible. If a tenderer does not explicitly agree with the payment terms, the tender shall be rejected for non-responsiveness. In the case of partnership firms, receipts for payments made to a firm must also be signed by each partner, except where the 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 a person having the authority to give effectual receipts for the firm.

The contractor shall make the payment directly to the persons engaged by him. The contractor shall submit to the *Department* the payment receipts from the individuals concerned along with the bill for subsequent months.

Monthly payment to the contractor shall only be released based upon the actual manpower present at the observation sites during the month based on the attendance sheet of the individual concerned as submitted by the respective site- in-charge duly verified by the A.E/J.E concerned.

### **Taxes and Duties:**

The TDS shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

### **Performance Security/Security Deposit:**

The performance security shall be 5% of tendered value. A sum of Rs 50,000/- (Rupees Fifty Thousand only) to be submitted as a demand draft /CDR/BG of a Scheduled Bank pledged in favour of *Executive Engineer*, Snow Hydrology Division, CWC, Shimla valid up to 60 days beyond the contract period towards first installment of Performance Security within 15 days of the issue of the notification for award of the contract or at the time of signing the contract agreement, whichever is earlier. For the balance amount the *Department* shall deduct 10% of the amount from each running bill until the total amount including the first installment equals 5% of tendered value. No interest shall be paid on the deposited amount.

**Advances:**

No advance payment is payable under this contract.

**Claims:**

Government shall not be bound to contract any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

**Observance of Law:**

- a. The contract shall be construed and operated as an Indian contract and as per Indian law applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. The contractor shall observe all the labour and mercantile laws which may all not be mentioned below but are pertinent to this work.

***PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED AS PER MINIMUM WAGES ACT 1948.***

The contractor shall comply with the provisions of Minimum Wages Act 1948 or any other statutory modification or reenactment thereof or rules framed there under with regard to payment of wages to all persons employed by him under this agreement and shall indemnify the *Department* or its servants, officers from and against any claim or prosecution/proceeding under the Act or any Regulation as against claim made by such employee or on his behalf bear any authority. The contractor should arrange weekly paid rest to the manpower engaged as per the Act by arranging separate rest giver for which no additional payment shall be made by the *Department*.

***RESPONSIBILITY FOR COMPLAINE WITH THE PROVISION OF EMPLOYMENT OF CHILDRENS ACT.***

The contractor(s) shall at all times duly observe the provisions of Employment of Children Act. XXVI of 1938 and any reenactment or modification of same and shall not employ or permit any person to do any work for the purpose or under the provisions of this agreement in contravention of the provisions of the said Act.

The contractor(s) hereby agree(s) to indemnify the *Department* office from and against all claims and penalties which by reason of any default on the part of the contractor(s) in the due observance and performance of the provisions of Employment of Children Act. XXVI of 1938, or any reenactment or modification of the same.

***RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT:***

Neither the contractor nor any of his employee or Agent, shall at any time during the continuance of this agreement practice untouchability in any form whatsoever in the course of or in any manner connected with the working of this agreement, nor impose any disability whatsoever against any person on the ground of untouchability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the untouchability (offences) Act XXII of 1955 and any reenactment or modification thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said Act. The contractor hereby agrees to indemnify the *Department* from and against all actions, claims and penalties which may be suffered by the *Department* or by any person employed by it, by reason of any fault on the part of the contractor, his servants and agents, in the due observance of 1955 Act XXII, or any reenactment or modification thereof for the time being in force. In the event of failure of the contractor, his agents or servants, at any time during the continuance of this agreement, should duly observe and comply with the provisions of this said act, or any reenactment or modification thereof for the time being in force, or in the event of failure on the part of contractor, his servants or agents to duly observe and comply with provisions of this clause, the *Department*, with out prejudice of its other rights and remedies whether under

this agreement or by Law and without prejudice to any penalty to which the contractor or his servants or agent, may be subject under the provisions of the untouchability (offences) Act-1955 shall be entitled to terminate this agreement forthwith and without any notice to the contractor, and the contractors shall not be entitled to claim any compensation or damages from the *Department* on account of such termination.

***LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE:***

The contractor shall at all times indemnify the *Department* against all claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modification thereof or rules there under or otherwise for or in respect of any workmen, labour, servants, or any persons in the employment of the contractor's and engaged in the performance of the business relating to the contract. The contractor at all times shall also take all risk of accident to such workmen, labour or servant and against all costs and expenses incurred by the *Department* in connection there with and (without prejudice to any other means of recovery) the *Department* shall be entitled to deduct from the amount due to the contractor whether under this agreement or by other agreement, all amount paid or payable by the *Department* by way or compensation aforesaid or for costs, expenses in connection with any claim there to. The contractor shall abide by the decision of the *Department*.

**Termination of Contract:**

Termination of contract on death – Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the *Department* shall have the option of terminating the contract without compensation to the contractor.

***For Department's convenience***

The *Department* can terminate the contract at any time by giving a 15 day notice to the contractor on the recommendation of the Engineer-in-Charge. The contractor shall have no claim to any payment/compensation or otherwise whatsoever on account of any expenses made on the manpower or other resources for this work. After the termination of the contract or after the cessation of the requirement of manpower the tenderer shall not have right or the manpower shall not have any right to claim for continuation in any form both in terms of payment and employment. ***The contract shall automatically expire on the conclusion of the contract period unless extended further with the mutual consent of the contracting agency and the undersigned on the same terms and conditions or with some additions/deletions/modifications for further specific period.***

***For Contractor's Default***

The *Department* may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the contractor to carry out the specified work for 14 calendar days from the date of issue of notice may be a sufficient ground for termination of the contract by the *Department*.

- If the contractor becomes bankrupt or insolvent
- If the contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
- If the contractor neglects its obligations under this contract.
- If the contractor has furnished any false documents.
- If the contractor is guilty of confidentiality.

***Termination by Contractor***

The contractor can terminate the contract with a 90 day notice only in case if he/it is unable to carry out his/its obligations of the contract for any reason.

***On termination***

- a. The contractor shall cease further work.
- b. The contractor shall handover at the premises of the purchaser all the facilities (material or whatsoever) made available by the purchaser for the performance of the contract.

- c. Under such circumstance, only the contract price properly attributable to the part of work duly valued by the *Department* shall be payable by the *Department* to the contractor. The decision of the *Department* shall be final in this respect.

**Liquidated Damages:**

**Penalty:** In case of non-availability of services of the unskilled/skilled manpower on any day, absconding while on duty/sleeping on duty, penalty shall be imposed at the rate Rs. 100/- per person and shall be recovered from the monthly bills of the contractor. The contract may also be terminated on the recommendations of the Engineer-in-charge, if the situation warrants so.

**Notices:**

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

**Disputes:**

The decision of the *Department* shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as disputes. The contractor may address its intention with evidences for the settlement of dispute in writing to the *Department*. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

*Settlement of Disputes*

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

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**OTHER CONDITIONS**

**1. MODEL RULES**

Should it appear to the Engineer-in-charge that the Contractor (s) is/are not properly observing and complying with the Model Rules for the protection of health and sanitary arrangements for manpower employed by the Contractor (s) the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said rules be complied with, the amenities prescribed therein be provided to the manpower within a reasonable time to be specified in the notice. If the contractor, fails within the period specified in the notice to comply with, observe the said rules and to provide the amenities to the work people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractors. The contractor (s) shall erect and maintain at his/their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their manpower on the site in connection with the execution of works and if the same shall not have been erected on construction according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) a requiring that the said huts and sanitary arrangements be remodeled and or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangement according to approved standards with in the period specified in the notices and Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor.

**2. PROHIBITION OF INTOXICATION WHILE ON DUTY**

The contractor(s) or his/their supervisor and personnel shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drinks/drugs etc. If any supervisor/personnel is found in drunken/ intoxicated state he shall be summarily discharged from service. Moreover the contract shall also be liable for termination with penalty, on which the decision of the *Department* shall be final.

**3. OBSERVANCE OF EMPLOYEES STATE INSURANCE ACT 1948 AND PF ACT 1952.**

The Contractor shall observe all the provisions of the Employees State Insurance Act, 1948 and the Employees Provident Fund Act, 1952 duly amended from time to time where ever applicable and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the Hydrological observation services.

**4. WITHHOLDING OF PAYMENT**

The *Department* shall have the right and be entitled to with hold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the Executive Engineer or his authorized representative on this aspect shall be final. No interest shall be allowed on payment with held, when released.

**5. SECRECY OF CWC OFFICE AND THE DATA OBSERVED AT THE CWC SITES :**

The contractor shall give a secrecy - undertaking that he or his unskilled/skilled manpower shall not pass the CWC data observed at the CWC sites to any third agency or person who so ever.

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**LETTER OF ACCEPTANCE**

To:

\_\_\_\_\_ (name and address of the contractor)

Dear Sir,

This is to notify that your bid dated \_\_\_\_\_ for engaging man power of 16 No.s (Sixteen) unskilled and 2 No.s (Two) Clerical and non-Technical Supervisory Staff for 24 (Twenty Four) months and 7 No.s (Seven) unskilled for 9 (Nine) months for observation of Hydrological/Meteorological data on various sites in Distt.- Shimla & Kinnaur, for a Contract Rate of Rupees \_\_\_\_\_ (amount in words and figures) is hereby accepted by the under signed.

You are hereby requested to furnish performance Security of Rs. .... with  
.....

Please acknowledge the receipt

**Executive Engineer**  
Snow Hydrology Division  
Central Water Commission, Shimla

Dated.....

**ISSUE OF NOTICE TO PROCEED WITH THE WORK**

To  
\_\_\_\_\_ (name and address of the contractors)  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security of Rs..... and signing of the contract for engaging man power for observation of Hydrological/Meteorological data in Distt.- Shimla & Kinnaur, for a Bid Rate of RS.\_\_\_\_\_, you are hereby instructed to provide 16No.s (Sixteen) unskilled and 2 No.s (Two) Clerical and non-Technical Supervisory Staff for 24 (Twenty Four) months and 7 No.s (Seven) unskilled for 9 (Nine) months, at the site specified and in accordance with the contract documents.

**Executive Engineer**  
Snow Hydrology Division  
Central Water Commission, Shimla

**CONTRACT/AGREEMENT FORM**

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_ to \_\_\_\_\_ between the President of India acting through the Executive Engineer, Ministry of Water Resources, Central Water Commission, Snow Hydrology Division, SDA Complex, Block No. 29, Kasumpti, Shimla-09 (name and address of Department) (hereinafter called “the First Party”) and

\_\_\_\_\_ (name and address of contractor) (hereinafter called “Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work “Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla” NIT No.CWC/SHD/2010-11/ (name and identification number of contract) (hereinafter called “the works”) and the First Party has accepted the Bid by the Second Party for a contract price of Rs

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

1. In consideration of the payments to be made by the First Party to the Second Party as hereinafter mentioned, the Second Party hereby covenants with the First Party for providing manpower of 16 No.s (Sixteen) unskilled and 2 No.s (Two) Clerical and non-Technical Supervisory Staff for 24 (Twenty Four) months and 7 No.s (Seven) unskilled for 9 (Nine) months, in conformity in all aspects with the provisions of the contract.
2. The First Party hereby convenants to pay the Second Party in consideration for providing manpower of 16 No.s (Sixteen) unskilled and 2 No.s (Two) Clerical and non-Technical Supervisory Staff for 24 (Twenty Four) months and 7 No.s (Seven) unskilled for 9 (Nine) months, the contract rate 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.
3. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
  - a) Press Notice and Notice Inviting Tenders;
  - b) Tender form;
  - c) Information and Instruction to Tenderers;
  - d) Schedule of quantities, rates and amount;
  - e) Scope of work;
  - f) Terms and conditions of the contract;
  - g) Other conditions;
  - h) Letter of acceptance;
  - i) Issue of notice to proceed to work;
  - j) Contract agreement;
  - k) Performance security;
  - l) Amendments to the tender document, if any;
  - m) Post tender-opening Correspondence, if any;
  - n) Negotiation documents, if any and;
  - o) Department’s notification of award of the contract

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written.

Binding signature of First Party Signed by \_\_\_\_\_  
(for and on behalf of the President of India)

Binding signature of Second Party signed by \_\_\_\_\_  
(for and on behalf of the \_\_\_\_\_ duly authorized vide Resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of  
(Witnesses)

(1)

(2)

**PERFORMANCE SECURITY FORM  
(FOR BANK GUARANTEE)**

(To be stamped in accordance with Stamp Act)

To:

**Executive Engineer  
Snow Hydrology Division,  
Central Water Commission,  
Block No-29, SDA Complex Kasumpti, Shimla (H.P.) 171  
Tel Ph: 0177-2623026; Fax: 0177-2625253; E-mail: eeshdcwc@yahoo.com**

**WHEREAS**..... (Name of Contractor) (hereinafter called the "the Contractor") has undertaken, in pursuance of Contract Agreement No. CWC/SHD/2010-11 dated.....20.... the work for "Engaging manpower for the services of Unskilled/Clerical and non-Technical Supervisory Staff at various Hydrological Observation sites under the administrative control of the Executive Engineer, Snow Hydrology Division, Shimla" for a period of 24 (Twenty Four) months hereinafter called "the Contract" AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Contractor a Guarantee.

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs. .... and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .... day of .....20.....

Signature and Seal of Guarantors

.....  
.....

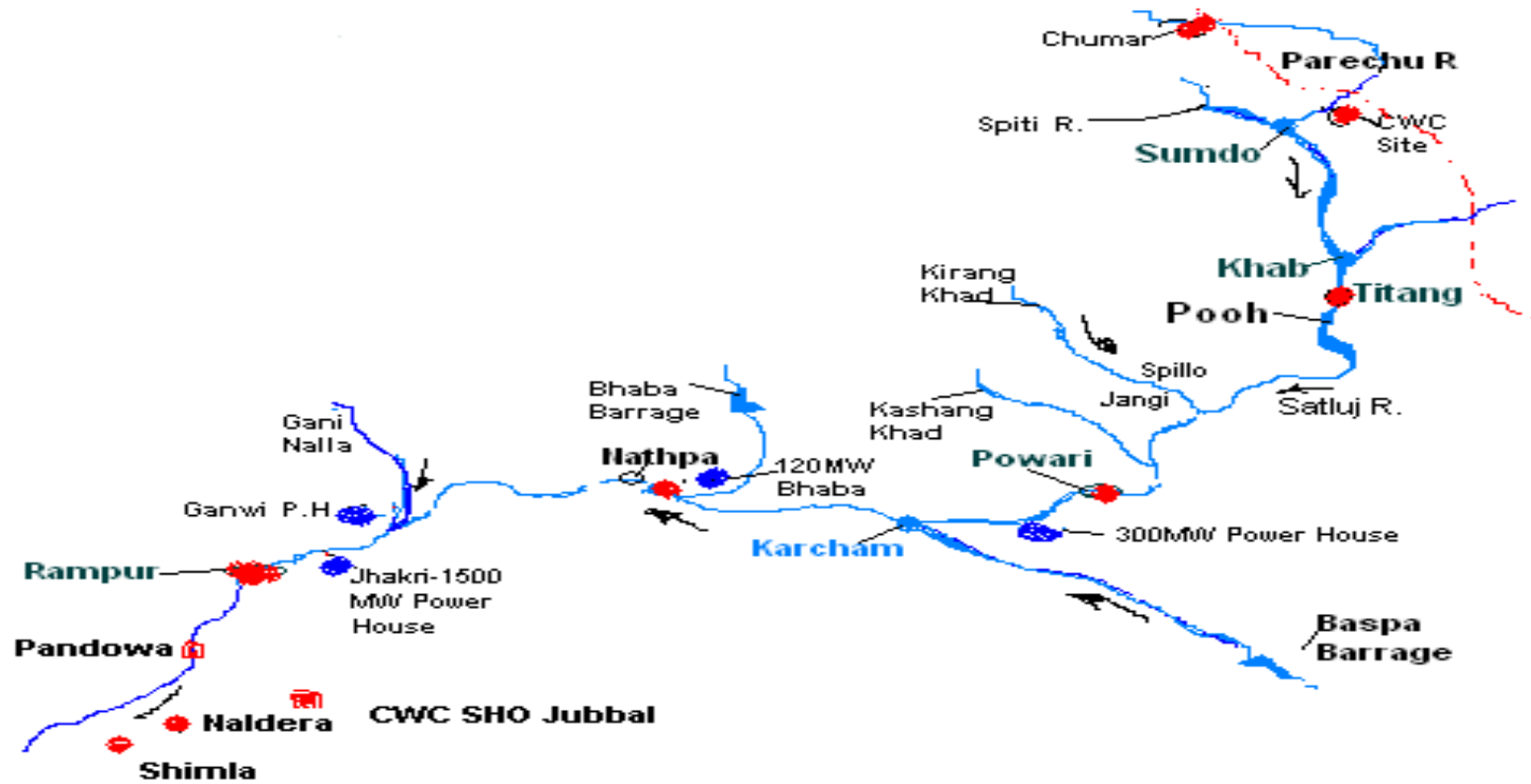
Date .....20.....

Address.....

.....

Index map

**CENTRAL WATER COMMISSION SITES LOCATION IN SUTLEJ BASIN AND JUBBAL**



(Note : The location of sites marked are for indication only. The sketch is not to scale )