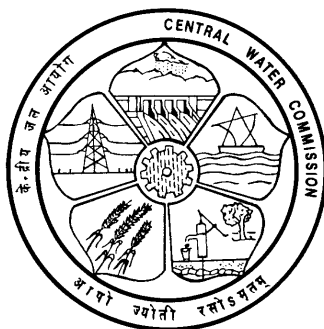


**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY**



NOTICE INVITING TENDER

**NAME OF THE WORK: PROVIDING HOUSE KEEPING SERVICES TO
RESIDENTIAL COMPLEX OF NATIONAL WATER
ACADEMY AT KHADAKWASLA (R.S), PUNE- 24,
TALUKA AND DISTRICT – PUNE,
STATE – MAHARASHTRA**

ESTIMATED COST FOR ONE YEAR: Rs.78,92,000/-

Last date for Application	: 18.12.2018 up to 11:00hrs.
Last date for sale of Tenders	: 18.12.2018 up to 17:00hrs
Last date for Receipt of Tender	: 19.12.2018 up to 15:00 hrs
Date of opening of Tenders	: 19.12.2018 at 16:00 hrs.

**OFFICER INVITING THE TENDER:
THE DEPUTY DIRECTOR (A&C), NWA, CWC**

**PUNE
DECEMBER 2018**

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Certified that this document contains 41 Pages.

Name of the contractor :

Date of Application for Tender by contractor :

Receipt of Application in division office :

Date of issue of Tender document :

Date of receipt of Tender document :

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY

NOTICE INVITING TENDER

- 1) Item rate / percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of CPWD and those of appropriate list of P & T, M.E.S. and State P.W.D. for the work of **Providing House Keeping Services To Residential Complex Of National Water Academy, CWC, Khadakwasla, Pune**
- 1.1 **The work is estimated to cost Rs. 78,92,000/- for One (1) year. This estimate, however, is given merely as a rough guide.**
- 1.2 Tenders will be issued to eligible C.P.W.D. as well as non C.P.W.D. contractors provided they produce definite proof from the appropriate authority of having completed works of magnitude specified below: -
- 1.3 **Criteria of eligibility for issue of tender document**
 - a) Shall be a registered firm for engaging in housekeeping service (Enclose copy of registration).
 - b) Should have carried out one similar nature of work amounting to at least Rs.60 Lakh (Rupees Sixty Lakh only) per year
or
two works of similar nature each amounting at least 45 Lakh (Rupees Fourty Five Lakh only) per year
or
three works of similar nature each amounting at least 32 Lakh (Rupees Thirty Two Lakh only) per year during the last five years preferably for a Government organization (**Enclose supporting documents**).
 - c) Average annual turnover on housekeeping work should not be less than Rs. 2 Crore (Rupees Two Crore Only) only for the last three financial years (Enclose supporting documents).
 - d) The firm should have GST Registration (Enclose copy of registration).
 - e) Shall have registration for EPF/ESI. (Enclose copy of registration).
 - f) Shall have Registration with labour Commissioner (Enclose copy of registration).
2. Agreement shall be drawn with the successful tenders on prescribed Form No. CPWD 7/8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 Months (1 Year)** from the 10th day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is earlier.
4. The site for the work is available.

5. Receipt of application for issue of forms will be stopped by 1100 hrs, on **18.12.2018**. Issue of tender forms will be stopped by 1700 hrs, on **18.12.2018**. Tender documents will be issued from his office, during the hours specified above, on payment of **Rs.1000/- (Rs 1100/- by post)** in cash/ Demand draft **non-refundable**.

This form can also be downloaded from NWA web site <http://nwa.mah.nic.in> and can be used for submission of tender. In this case the Demand draft of Rs 1000/- (Rupees One Thousand only) shall be enclosed towards cost of the tender.

6. Tenders, which shall always be placed in sealed envelope, with **the name of the work and date of opening written on the envelopes**, will be received up to **15:00 hrs on 19.12.2018** and will be opened on the **same day at 16:00 hrs**. The deputy Director (A&C),NWA, Pune is not responsible for postal delay for receipt of the Tender document after due time and date.
7. **A pre-bid meeting will be arranged at NWA, Pune (020-24380224) on 13.12.2018 at 16.00 hrs. in chamber of the Director (A&C). In this meeting the contractors can raise any queries in writing for clarification. Decision of Director (A&C) on these clarifications shall be final.**
8. The tender shall be accompanied by earnest money, unless exempted, of **Rs. 1,57,840/- (Rupees One Lakh Fifty Seven Thousand Eight Hundred Forty only)** in the form of Demand Draft/Banker's Cheque in favour of the Deputy Director (A&C), CWC, Pune. Contractor, exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.
9. The description of the work is as follows: Providing Housing keeping Services to the Residential complex of National Water Academy, CWC, Pune, State-Maharashtra.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the work (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall 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 site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining, at his own cost, all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. 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 of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of 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.

11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. 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.
13. The contractor shall not be permitted to tender for works in the CWC Circle (responsible for award and execution of contracts) **in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive)**. 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 his tender liable to be rejected & the contractor will be liable to be blacklisted.
14. No Engineer or 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 contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of India in writing. The contract is liable to be cancelled if either the contractor or any of his employees is found 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.
15. The tender for the works shall remain for acceptance for a period of **ninety days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said EMD or whole of whose quotation is accepted but fail to commence the work as specified in NIT.
16. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, is forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8.

Deputy Director (A&C)
National Water Academy
For & on behalf of President of India
Seal:

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : MAHARASHTRA CIRCLE : DIRECTOR (A&C), NWA
BRANCH: ----- DIVISION : Deputy Director (A&C)
ZONE : Chief Engineer, NWA, SUB-DIVISION: NA
 CWC, Pune

ITEM RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of providing Housing keeping Services to the Residential Complex of National Water Academy, CWC, Pune, State-Maharashtra

- i) To be submitted on or before by **15:00 hours on 19.12.2018** to the Deputy Director (A&C), National Water Academy, CWC, Sinhagad road, NWA Complex, Khadakwasla (RS) Post, Pune –411024
- ii) To be opened in the presence of tenders who may be present at **16:00 hrs on 19.12.2018** in the office of the Deputy Director (A&C), National Water Academy, CWC, Khadakwasla (R.S), Pune

ISSUED TO: _____

(Name and address of the contractor)

Signature of officer issuing the document:

Designation: Deputy Director (A&C), NWA, CWC, Pune

Date of issue:

TENDER

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 in the conditions of contract and all other contents in the tender document of 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 respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

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 Rs. 1,57,840/- (Rupees One Lakh Fifty Seven Thousand Eight Hundred Forty only) is hereby forwarded in Bankers cheque/Demand Draft all valid for six months as earnest money. 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 money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F'.

I/We have already furnished security to the President of India in lieu of earnest money and have deposited with the Director General of Works, Central Public Works Department, New Delhi, a lump sum security of Rs.

(Rupees _____ only) as earnest money in individual cases and I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing No. _____ dated _____ the _____ day of 2018 against the necessity of depositing earnest money in respect of the above tender for work. I/We agree that shall the President of India or his successors in office decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other money 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 there from to any person to whom I / we may authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

I / We agree that shall 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 on behalf of the President of India be recovered with 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.

Dated: Signature of Contractor with seal

Name and postal Address of contractor:

Witness:

Name and Occupation:

Address:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a of Rs. _____ (Rupees _____)

The letters referred to below shall form part of this contract Agreement:

i)

ii)

iii)

For & on behalf of President of India

Signature

Designation

Dated

SCHEDULES

SCHEDULE 'A'

Schedule of quantities: Enclosed along with layout drawing, other conditions and specifications.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

Sl. No	Description	Quantity	Rates in figures & words at which the material will be charged to the Contractor	Place of issue
	NIL			

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

Sl. No	Description	Quantity	Hire charges per day	Place of issue
	NIL, all the required T & P shall be arranged by the contractor			

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any. **Clause 31 A, 32 of CPWD-8, in general conditions of contract of CPWD – stands deleted.**

SCHEDULE 'E' : Not applicable

Schedule of component of Materials, Labour etc. for escalation.

CLAUSE 10 CC

Component of materials expressed as percent of total value of work. 'X'...nil.%

Component of labour expressed as percent of total value of work. 'Y' ... nil. %

Component of P.O.L. expressed as percent of total value of work. 'Z' nil. %

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of Work	Providing Housing keeping Services to the Residential complex of National Water Academy, CWC, Pune
Estimated cost of the work	Rs. 78,92,000/- for One(1) year
Earnest money deposit	Rs. 1,57,840/- (Rupees One Lakh Fifty Seven Thousand Eight Hundred Forty only)
Security Deposit	5% of tendered value
Performance Guarantee	5% of tendered value

Signature of the contractor

Signature of the Deputy Director (A&C)

General Rules & Directions

Officer inviting tender: **Deputy Director (A&C), NWA, CWC, Pune.**

Maximum percentage for quantity items of work to be executed beyond which rates are to be determined. **Not applicable.**

DEFINITIONS :

2(i)	Engineer-in-charge	Deputy Director (A&C), NWA, CWC, Pune
2(viii)	Accepting Authority	Chief Engineer, NWA, CWC, PUNE /Director (A&C), NWA, , CWC, Pune
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	N.A.
2 (xi)	Department	Central Water Commission
2 (xii)	Standard Schedule of Rates	<i>As per the Central Minimum wage with Zone-A & the Statutory/Mandatory dues as per Maharashtra Minimum Wages Rules, 1963 for salary and local market rates for materials</i>
9(ii)	Standard CPWD contract Form CPWD form 8 as modified & corrected up to:	31/07/1995
Clause 2	Authority for fixing Compensation under clause 2	Director (A&C), NWA, CWC, PUNE.
Clause 5	Time allowed for execution of Work	One year
	Authority to give fair and reasonable extension of time for completion of work.	Chief Engineer, NWA, CWC, Pune,
Clause 7	Gross work to be done together with net payment / adjustment of advances for material collected, If any, since the last such payment for being eligible to Interim payment.	Rs.78,92,000/- for One (1) year
Clause 11	Specifications to be followed For execution of work	As given in the tender document

Signature of the contractor

Signature of the Deputy Director (A&C)

Clause 12

12.1.2(ii) Schedule of rates for determining rates for additional altered or substituted items that cannot be determined under 12.1.2 (i) & (ii) **As per the Central Minimum wage with Zone-A & the Statutory/Mandatory dues as per Maharashtra Minimum Wages Rules, 1963 for salary and local market rates for materials**

12.1.2(iii) Plus/minus the % over the rate entered in the schedule of rates. -

Clause 16 Competent Authority for deciding Reduced rates **Chief Engineer, NWA, CWC, Pune.**

Clause 36

Minimum qualifications and Experience required for Principal Technical Representative.

- (a) For works with estimated cost put to tender more than
 - (i) Rs.10 Lakhs for Civil works **Not Applicable**
 - (ii) Rs.5 Lakhs for Elec/ Mech. works
- (b) For works with estimated cost put to tender
 - (i) More than Rs.5 Lakh but less than Rs.10 Lakhs for house keeping Works **Not Applicable**
 - (ii) More than Rs.1 Lakh but less than Rs.5 Lakh for Elect/Mech Works **Not Applicable**
 - (iii) Discipline to which the principal Technical Representative shall belong **Not Applicable**

Signature of the contractor

Signature of the Deputy Director (A&C)

- (iv) Minimum experience of works **Not Applicable**
- (v) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36 (i) **Not Applicable**

Clause 42

- (i) (a) Schedules/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of rates printed by C.P.W.D. **Not Applicable**
- (ii) Variations permissible on theoretical quantities of material. **NIL**

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl No	Description of Item	Rates in fig.& words at which recovery shall be made from the Contractor	
		Excess beyond Permissible variation	Less use beyond the permission variation
1.	Material as in the tender document	NIL	Actual market rate

Signature of the contractor

Signature of the Deputy Director (A&C)

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY**

State: Maharashtra
Branch: NWA

Division: Dy. Director (A&C)
Sub-division: N.A.

**TENDER AND CONTRACT FOR
SUPPLY OF MATERIALS
(Central PWD Code Paragraph 89)**

**GENERAL RULES & DIRECTIONS FOR THE GUIDANCE
OF CONTRACTORS**

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer/ Dy. Director (A&C).

This form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills. Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Divisional Officer shall also be open for inspection by the contractor at the office of the Divisional Officer during office hours.
2. 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.
3. Receipts for payments made to a firm must also be signed by the several partners, 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 some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders who propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out work, or which contain any other condition or any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Divisional Officer, or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enters the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of tender being accepted a receipt for the earnest money forwarded there with shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Divisional Officer or duly authorised cashier.

CONDITIONS OF CONTRACT

Security Deposit: Clause I. The person/s whose tender(s) may be accepted (hereinafter called "The Contractor") shall permit Govt. as the time of making any payment to him for work done under the contract to deduct such sum as along with the sum already deposited as earnest money will amount a sum @ 10% (5 % Performance Guarantee and 5 % Security Deposit) of the gross amount of the bill shall be deducted from the each running bill of the contractor till the sum along with sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. In addition the contractor shall be required to deposit and amount equal to 5% of the tendered value of the contact as performance security, within a period prescribed for the commencement of the work in the letter of award issued to him. Total security deposit shall be 10 % of the tendered value per year.

Such deductions to be held by Government by way of Security deposit provided always that the Government for this purpose shall be entitled to recover 10 % of the amount of each running bill till the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the scales of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Govt. on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of the President of India executed or fixed deposit receipt tendered by the State Bank of India or by nationalized Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India or Govt. Securities (if deposited for more than 12 months) endorsed in favour of the Engineer in-charge any sum or sums which may have been deducted from or raised by sales of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated as part of the Security Deposit.

(Standing Order No. 171, 72, 73, 74, 75 dated 31st Dec. 60) (CE/Con.258 dated 17-1-61)

2. The time for and the dates of delivery of the materials mentioned in the tender shall be deemed to be of the essence of the contract and the contractor shall deliver the materials on or before the date mentioned in the tender. Shall contractor fail to deliver the materials on or before the stipulated dates, he shall pay as agreed liquidated damages and not by way of penalty an amount equal to one per cent of such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the total amount of the contract for every day that the contractor shall extend the times of delivery and that the delivery of the materials may be in arrears. Provided always that the entire amount of liquidated damages shall not exceed ten per cent on the total amount of the contract as shown in the tender.
3. In every case in which the payment or allowance mentioned in clause 2 shall have incurred for ten consecutive days, the Divisional Officer shall have the power to annual the contract and to have the supply completed at the contractor's risk and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.
4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Divisional Officer, who shall grant it in writing if reasonable ground be shown for it, and

without such written authority of the Divisional Officer, the contractor shall not claim exemption from the fine leviable under clause 2.

5. The contractor shall give notice to the Divisional Officer after (hereinafter called the Engineer-in-charge) of his intention of making delivery materials, and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his assistant, and no material will be considered as delivered until so approved.
6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Divisional Officer (hereinafter called the Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such a position as may be pointed out to him.

The security deposit of the contractor shall not be refunded after the ending of the three months after the time of certificate final or otherwise of completion or supply or till the final bill has been prepared and passed whichever is later.

- 6-A If any time after the commencement of the supplies the President to India shall, for any reason whatsoever not require the whole thereof as specified in the tender to be supplied, the Divisional Officer shall, in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the President there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given: -

- (a) The Divisional officer shall be entitled to direct the contractor to complete the supply of the materials which are ready for delivery up to the date of the expiry of the notice and thereafter to cease their supply; all the articles or supplies received, and accepted up to that date shall be paid for at the tender and;
- (b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract, but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on this account.

7. No payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the delivery of materials; otherwise the Engineer-in charge's certificate of the measurement and of the total amount payable for the supplies accordingly shall be final and binding on all parties.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in charge (1) an authorization in the form of a legally valid document such as a power of attorney confirming authority on the bank to receive payment, and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claims preferred against Government before settlement by the Engineer-in charge of the account or claim by payment to the bank. While the Receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bill duly receipted and through his bankers.

Nothing herein contained shall operate to create to favour of the bank any rights or equities vis-à-vis the President of India

8. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that Officer may have such rejected material removed at the contractor's risk and expense, incurred being liable to be deducted from any sums due or which may become due to the contractor.
10. If the contractor or his work people or servants shall break, deface, injure or destroy any building road, road curbs, fence, enclosure, water pipes cables, drains electric or telephone posts or wires, trees grass or grass land or cultivated ground contiguous to place where the materials or being supplied, 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.
11. The contractor shall supply at his own expenses tools and plants and implements required for the fulfillment of his contract, and the material shall remain at the rate of the contractor till the date for final delivery unless those shall have been in the mean time removed for use by the Engineer-in Charge. In the event of materials being damaged or destroyed by or in consequence of hostilities of water like operations the contractor shall when ordered in writing by the Engineer in Charges removes any debris from the site, collected or removed to store all serviceable materials salvaged and shall be paid at the contract rates for the work of clearing the site of debris stacking or remover of serviceable materials, and for the restoration of the materials ordered by the engineer-in-charge such payments being in addition to compensation up to the value of the materials destroyed and not paid for. The compensation shall be assessed by the Divisional Officer up to Rs. 5,000/- and by the Superintending Engineer concerned for a higher amount. The certificate of the Engineer-in-Charge regarding the quantity and quality of materials shall be final and binding on all parties to this contract provided always that no compensation shall be payable for any loss in consequence of hostilities for war like operation (a) unless the contractor has been all such precautions against air raids as are deemed necessary by the A.R.P. Officer or Engineer-in-charge (b) for any materials, etc., not on the site of the work or for any tools plants, machinery scaffolding temporary buildings and other things not intended for incorporation in the work.

In the event of the contractor having no restoring the materials as aforesaid he shall be allowed such extension of time for completion of supply of materials as is considered necessary by the Divisional Officers.

12. **No materials shall be brought to site or delivered on Sunday, without the Permission of the Engineer-in-charge.**
13. This contract shall not be sublet without the written permission of the Divisional Officer. 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.
- 13-A The Engineer-in-charge shall have power to make any alteration to make any alterations in, omissions from, additions to, or substitutions for the original specifications, drawings,

designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which no rate is specified in this contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of the Maharashtra district on which the estimated cost shown on page 2 of the tender is based: and if such class of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials in from the Engineer-in-charge of the rate which it is his intention to charge for such class of materials, and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer of the circle shall be final.

- 13-B 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 will 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.

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.

"Shall 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 work-people employed by the Contractor (s) (hereinafter referred as the said Rules)", 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 work people within a reasonable time to be specified in the notice. If the contractor shall fail within a period specified in the notice to comply with the observance of 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 work-people 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.

13-C (a) The contractor shall pay not less than fair wage to laborers engaged by him on the work.

Explanation – “Fair wage” means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the NWA, CWC for the district in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the work, as if including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this Agreement the Contractor shall comply with or cause to be complied with the NWA, CWC Contractors Labour Regulations made by Government from time to time regard to payment of wages / wage period, deduction from wages, recovery of wages not paid and deduction unauthorisedly made 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 a like nature.

(d) The Executive Engineer or Sub-divisional Officer concerned shall have the right to deduct from the moneys 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.

Under the provision of the Minimum Wages Act, 1948 and the Maharashtra Minimum Wages Rules 1963, the contractor is bound to allow or cause to be allowed to the Labourers directly or indirectly employed in the works one day’s 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 moneys due to contractor.

(e) 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.

(f) 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.

13-D In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractors.

13-E In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD/ NWA, CWC Contractors Labour Regulations and Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to

time or furnishing any information on submitting or filling any statement under the provisions of above the Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs.200/- for every default, breach of furnishing, making, submitting, filling such materially incorrect statements and in the event of contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

- 13-F In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provision as per NWA, CWC, safety code framed from time to time and shall at his own expense provide for all facilities in connection there with.

In case the contractor fail to make arrangement and provide necessary facilities as aforesaid he will be liable to pay penalty of Rs 200/-for each default and in addition the engineer in charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

14. Except where otherwise provided in the contract all questions and disputes relating to the meaning to the specifications designs, drawings, instructions herein before mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising, out of, or relating to the contract, designs, specifications, estimates, instructions, orders or these conditions of other wise concerning the works, or the execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Engineer/Additional Chief Engineer, NWA, CWC and if the Chief Engineer/ Additional Chief Engineer, is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chief Engineer/Additional Chief Engineer willing to act as such arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which this Agreement relates and that in the course of his Agreement relates and that in the course of his duties as such Government servant he had expressed views on all or any of the matters in dispute /difference. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to this contract.

15. On the breach of any term or condition of this contract by the contractor the said President shall be entitled to forfeit the security deposit, or the balance there that may at the time remaining, and to realize and retain the same as damage and compensation for the breach, but without prejudice to the right of the said President to recover any further sums as damage from due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause:

The President means the President of India and his successors.

The Divisional Officer means the Divisional Officer/ De for the time being of the Division concerned.

The Sub-divisional officer means the Sub-divisional Officer for the time being of the Sub-division concerned.

Words importing the singular number only include the plural number and vice versa.

16. Termination of contract on death – Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.
- 17 (1) Whenever any claim, against the contractor for the payment of a sum of money 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. Shall this sum be not sufficient to the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.
- (2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting voucher abstracts etc. to be made after payment of the final bill and if as a result of such Audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDED that Government shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Signature of the contractor

Signature of the Deputy Director (A&C)

SPECIAL TERMS AND CONDITIONS FOR PROVIDING HOUSEKEEPING SERVICES TO RESIDENTIAL COMPLEX OF NATIONAL WATER ACADEMY (NWA), PUNE – 411 024

1. SITUATION OF CONTRACTOR'S OFFICE.

- a) The contractor may be provided with a small room for keeping his material, tools and equipment necessary for carrying out his duties, free of cost, for the purpose of coordination with NWA administration. No other accommodation for rest period or stay of his personnel will be provided by NWA.
- b) The contractor shall carry out orders for works allotted by the NWA administration in the interest of housekeeping of NWA office premises.

2. METHOD OF HOUSEKEEPING ARRANGEMENTS:

- a) The contractor shall have its own system of work arrangements within the said premises by deployment of suitable staff, materials and other required inputs in complete to execute the housekeeping services of office complex of NWA, to the entire satisfaction of NWA administration. The contractor shall, however, be required to furnish details of the system for record purposes within 10 days of commencement of housekeeping contract, failing which the running bills may not be passed for payment.
- b) The overall housekeeping arrangements shall be inspected by the contractor on his own at least once in a week and a report submitted to the Chief Engineer, NWA or his authorised representative, in a register meant for this purpose only. The housekeeping arrangements shall also be inspected jointly with NWA administration from time to time.

3. EMPLOYMENT OF PERSONNEL:

- a) The contractor shall employ his own personnel and equipment like brooms, moppers, disinfectants, etc., for the purposes of housekeeping at his own cost. Behavior of personnel shall in no way be detrimental to NWA functioning. The contractor shall for the purpose of fulfilling the obligations under this agreement provide personnel of good character, physically fit, well behaved and skilful in their duties.
- b) The contractor and their personnel shall wear a uniform approved by the NWA. They will also have a photo identity card issued by the contractor so that they can be identified during their duty hours. The contractor shall ensure to supply all required materials for best upkeep of uniforms of his personnel.
- c) The contractor shall discharge from service any employee, who in the opinion of NWA administration, misbehaved, misconduct himself or is in anyway unfit or unsuitable for the said premises. The decision of the NWA administration in this respect will be final and binding. They shall not involve any unlawful activities.
The contractor shall inform to NWA Administration before removal/ changes of any employee with reasons.
- d) The persons deployed by the contractors shall be honest, efficient and physically fit. They shall be trained and able to undertake various housekeeping activities envisaged in this contract.
- e) The contractor shall have past experience in providing similar housekeeping services. The tender shall be accompanied by the list of such organisations where the contractor has undertaken or is undertaking similar work. Proof of such experience shall be provided by enclosing copies of the contract.

f) The contractor shall at all times obey the lawful instructions given to him by the NWA administration in respect of all works of housekeeping of NWA residential premises. He will observe the hours of work as laid down by the NWA administration. Any infringements of any such instructions may render the contractor liable to be fined which may extend up to Rs 1000/- in each case. The fine will be in addition to the penalty specified in other classes.

4. **PAYMENT OF WAGES BY CONTRACTORS TO THE PERSONS ENGAGED.**

The monthly wages shall be paid by the contractor as per the provisions of Payment of Wages as per agreement and ***As per the Central Minimum wage with Zone-A & the Statutory/Mandatory dues as per Maharashtra Minimum Wages Rules, 1963*** 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 NWA Administration 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. Contractor shall arrange weekly paid rest to all the persons engaged by him as per P.W. Act 1936/The Maharashtra Minimum Wages Rules, 1963.

The contractor shall submit proof of payment (Bank transaction details) made to its employees to the NWA administration while submitting the bills to department. No bill shall be processed without above mentioned proof of payment. Also with each subsequent bill the contractor has to submit proof of GST deposition of the previous bill, mandatorily.

The contractor shall also submit to NWA administration the PF details (PF number etc), ESIC/WC detail of all employee within two months from award of work.

5. **RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISION OF EMPLOYMENT OF CHILDRENS ACT.**

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

6. **RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISION OF UNTOUCHABILITY ACT.**

Neither the contractor nor any of his employees 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 NWA Administration from and against all actions, claims and penalties which may be suffered by the NWA Administration 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 and 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, shall 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 NWA Administration, without 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 NWA Administration on account of such termination.

7. LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE

The contractor shall at all times indemnify the NWA Administration 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 shall at all times shall also take all risk or accident to such workmen, labour or servant and against all costs and expenses incurred by the NWA Administration in connection there with hand (without prejudice to any other means of recovery), the NWA Administration shall be entitled to deduct from any money due or to become due to the contractors whether under this agreement or by other agreement, all money paid or payable by the NWA Administration by way or compensation aforesaid or for costs expenses in connection with any claim thereto, the contractors shall abide by the decision of the NWA Administration as to the sum payable by the contractors under the provision of this clause.

8. VERIFICATION OF ANTECEDENTS OF PERSONS EMPLOYED

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 a bad characters. **The contractor shall issue an appointment certificate, addressed to NWA, CWC, Pune within 10 days of the award of work or commencement of work, which ever is latter, 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. The copy of qualification certificates of Semi skilled/skilled employees shall be provided to the NWA administration within one month of award of work.** Copies of the appointment certificate shall be submitted to the local police authorities for their reference and record. The expenses for such appointment certificate and subsequent verification are to be borne by the contractors.

9. PROHIBITION OF INTOXICATION WHILE ON DUTY.

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

10. OBSERVANCE OF EMPLOYUEES STATE INSURANCE ACT AND EMPLOYEES PROVIDENT FUND ACT.

The contractor shall observe all the provisions of the Employees Provident Fund Act 1952 duly amended from time to time and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it.

- 11. CONTRACTOR'S RESPONSIBILITY FOR NEGLIGENCE ETC. OF ITS EMPLOYEES.**
The contractor shall solely be responsible for all acts or commission/omission of its employees. The contractor shall be responsible in the event of any theft of or damage to NWA property during the tenure of the agreement either due to negligence or connivance of its employees and will reimburse the administration for any loss suffered by it within a period specified by the NWA.
- 12. INDEMNIFICATION FOR LOSS/DAMAGES ETC.**
- a) In the event of any damage or loss whatsoever caused to the NWA/Government property due to negligence or connivance of its employees, the NWA shall be empowered to have the damage or loss repaired and or recovered the amount so spent as well as that due from the imposition of penalties under other various classes of the tender, on account of any money due to the contractor under this agreement or on account of any other work executed for the NWA by the contractor for from his security deposit or from monthly bill.
- b) The contractor shall indemnify the NWA Administration against any loss or damages to the property of NWA Administration, any claim made by its employees against Administration or any 3rd party in event of death, fatal injury to the person or loss/damage to the property of the NWA Administration due to any reason whatsoever arising out of any act of negligence on the part of the contractor or its servants. **Necessary indemnity bond on a stamp paper of Rs. 100/- (Rupees One hundred) only shall have to be submitted by the contractor at the time of signing the agreement.**
- 13. COMPLIANCE OF LABOUR LAWS ETC.**
The contractor shall comply with all relevant statutes including contract labour (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Labour Laws.
- 14. MODE OF PAYMENT**
The NWA Administration shall pay the monthly charges as per the schedule of work on successful and satisfactory performance after the work is complete. The contractor shall have to submit the bill in triplicate along with Annexures I, II and III.
- 15. WITHHOLDING OF PAYMENT**
The NWA Administration shall have the right and be entitled to withhold payment of contractor under this agreement in the event of any breach of the terms and conditions of the agreement by the contractor. The opinion of the Chief Engineer, NWA or his authorized representative on this aspect shall be final. No interest will be allowed on payment withheld when released.
- 16. PROHIBITION OF TRANSFER OF CONTRACT**
The contractor shall not assign or transfer any interest or responsibility in whole or any part in favour of any person and it is prohibited and is liable to result in termination of the contract.
- 17. SPECIAL CIRCUMSTANCES**
In the event that the contractor's work is not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the NWA authority, in the event of urgency may entrust the work of house keeping to any person/personnel without any intimation to the contractor and the contractor shall be liable for refund of such expenses

incurred by the NWA Administration in this regard. The decision of the NWA authority as regards to the satisfactory or inadequate house keeping arrangement will be final.

18. PENALTY FOR ABSENTEEISM

In case of absenteeism penalty at the rate of Rs. 1000/- per person shift shall be imposed on the contractor and shall be recovered from the monthly bills of the contractor. This amount shall be over and above the deduction for absenteeism as per accepted rates per person per ours shift. In any case, the contractor shall ensure that all the personnel are available in each shift by making alternative arrangements.

19. ABSCONDING WHILE ON DUTY/SLEEPING ON DUTY / NOT ALERT / NOT ATTENDING THE WORKS.

Suitable action like discharge from service of defaulter staff as found fit will be taken by NWA Administration if any person are found absconding while on duty/sleeping on duty/ found not alert by NWA Administration. In addition, penalty of Rs. 500/- per person shall be imposed on the contractor and shall be recovered from the monthly bill of the contractor.

20. TERMINATION OF THE CONTRACT

The contract can be terminated, if NWA so desires with a notice period of one month without assigning any reasons.

Signature of the contractor

Signature of the Deputy Director (A&C)

SCOPE AND TERMS AND CONDITIONS OF WORK FOR HOUSE KEEPING OF NWA RESIDENTIAL COMPLEX, CWC, KHADAKWASLA (R.S), PUNE

1. NWA Residential complex consists of
 - i) **Guest Houses complex consist of following**
 - a) **Ganga Guest House** : Faculties Guest House building consists of 2 VIP suites, 4 general suits with the lounge and dining.
 - b) **Godavari Guest House** : Trainees' guest house building consists of 32 double occupants' room, one recreation hall, one indoor games hall and corridors..
 - c) **Krishna Guest House** : Family suits building consists of 9 nos of one BHK suits, one computer room, one health club room
 - d) **Extension of Krishna Guest House:** consists of 14 suits and Kitchen, Pantry, Dining, lounge and covered courtyard open terrace..
 - e) Service building consists of cloth Washing room and rest room
 - f) Overhead water tank
 - g) Paved roads and parking area, lawn, play grounds.
 - h) Water treatment plant
 - i) Security office (at both gates)
 - j) Service and storage building near mess & ii) Generator Room & surrounding area.
 - ii. **Residential Campus consist of following**
 - a) Outside Area around the Quarters
 - b) Paved roads, Central park and lawns

This contract covers all the above buildings of Guest house complex and Paved roads, Central park, lawns, Security Cabins of Residential Campus for housekeeping.

2. Following points broadly covers the scope of work, for providing house keeping services to guest houses complex of National Water Academy
 - a) Daily cleaning of all latrines and bathrooms as many times as necessary to maintain complete hygiene.
 - b) Daily sweeping and cleaning of all rooms (dry and wet mopping).
 - c) Daily sweeping and cleaning of balconies, corridors and staircase (dry and wet mopping)
 - d) Daily Sweeping and Cleaning of surrounding areas including all roads, lawn, play grounds of the guest house complex and Residential quarters from time to time. Daily collection of garbage/wastage from residential quarters/guesthouse/hostel premises & disposing the same in identified location (within the premises).
 - e) Cleaning of all interior as well as exterior walls, ceiling, removal of cobwebs, windows& door frames, shutters, glass panels, once in a fortnight or as required or directed by NWA administration.
 - f) Fabric cleaning of all sofa sets, cushions at guest house once in a fortnight

- g) Upkeep of all guest houses equipment such as beds, sofa sets, chairs, tables, water filters, water coolers, geysers, TVs, refrigerators, ACs, Remotes, drawing room items etc. including vacuum cleaning of all.
 - h) Laundry of bed sheets, towels & pillow covers (twice in a week), blankets & mosquito nets (once in a month), curtains (thrice in a year) etc.
 - i) Providing small toilet soap for all the occupants.
 - j) Attending the requirements of the occupants of all the guest houses.
 - k) Operation and maintenance of cloths washing and drying Machines installed at Washing Room adjacent to NWA mess.
 - l) Cleaning and filling of wax/shoe polish of Shoe Shine Machines installed at the Reception Counter of NWA Hostels/Guesthouses (wax/shoe polish will be supplied by NWA).
 - m) To keep record, issue/ receipt and maintenance all the common facilities and equipments for Sport, health club, computer room, Recreation Room, guest house magazine library, of NWA.
 - n) Registering the guest while their occupation and vacation and collection of charges and depositing at Cashier of NWA.
 - o) Vacuum cleaning of all furniture and equipments, rooms once in a fortnight.
 - p) Washing and pressing of cloths of Guests and NWA staff residing in quarters on payment basis as per the rates fixed by NWA.
 - q) Providing mosquito repellents, soaps, liquid soap, room freshener etc., as mentioned in the materials list .
 - r) ***To collect food wastage from Mess and residential areas like quarters and processing same in already installed Biological waste processing and composting machine on daily basis. In this regard a preliminary training on operating the machine shall be imparted to agency employee***
3. The work of cleaning and mopping of rooms should be carried out on all days, as per the instructions of officer-in-charge.
 4. NWA guest houses are used for providing accommodation to trainee officers, guest faculty as well as other dignitaries visiting National Water Academy. All these are high level Govt. Officers, therefore, proper decorum is to be maintained by the persons attending various house keeping works.
 5. **All rooms of the hostel and guest house shall be kept in up-to-date condition; bed sheets, pillow covers, and towels shall have to be changed once in 3 days and soon after guests check out and shall be made ready and kept for accommodation at any time.**
 6. The contractor, if required, shall have to assist to serve tea, light snacks, breakfast, lunch, dinner etc. to the occupants of the guest house as per their requirements, by the mess contractor (who will be running mess of NWA) for tea, snacks, lunch and dinner etc. The attendant is expected to serve in the guest house as per their requirements. All the payment of food supplied will be made to the mess contractor directly by the guest availing services. The contractor will solemnly responsible for collection of the dues from the guest. The rates of various items shall be same as that of charged by the mess contractor.
 7. All the equipments of the hostel such as beds, chairs, tables, water filter, water cooler, electrical fittings, crockery, and furniture of the recreation room shall be

temporarily issued to the contractor and he is responsible for their safety and cleanliness.

8. An inventory of the articles such as Furniture, sport & games equipments, health club equipments, signed jointly by both the parties will be issued to the contractor by NWA. All these equipments are to be maintained in proper cleanliness by the contractor and any loss or damage to these equipments will be made good by the contractor. At the end of the contract, all these equipments shall be handed over back to NWA in complete and satisfactory condition.
9. Table showing qualification, age, tentative description of the work for each category of post is given below shall have to be followed.

Sr. No.	Description of labor	Qualification	Age in Yrs.	Sex	Description of the work
1(a)	Sweeper (Unskilled)	NIL	18-60	M/F	Sweeping all rooms, corridors, pavements, garden area etc., wiping all floor, furniture, cup boards etc.
1(b)	Scavenger (Unskilled)	NIL	18-60	M/F	Cleaning/washing of all toilets, assisting females in cleaning, washing of rooms and open area.
2	Launderer Cum Washing & drying machine operator (Semi Skilled)	NIL	18-60	M/F	Washing, drying, pressing of all bed sheets, pillow covers, blankets, towels etc., washing of curtain cloths as per schedule. Collection of cloths for cleaning from occupants/quarters and Washing, drying and pressing of cloths etc., on payment basis as per the rates fixed by NWA and depositing the same to cashier of NWA.
3	Attendant (Semi Skilled)	10 th Class Pass. Preference will be given to experience Candidates in this field. Knowledge in Speaking / writing Hindi and English and local language.	18-60	M/F	Receiving the trainees/guests, registering guests check in/ checkout. Attending the need of trainees/guests like serving drinking water, cleaning of jug, glass, replacing the bed sheets, pillow covers, cleaning of water coolers, filter candles, wiping of all instruments and appliances, vacuum cleaning of rooms and furniture etc.
4	Common Room Assistant (Semi Skilled)	10 th Class Pass. Preference will be given to experience Candidates in this field. Knowledge in Speaking / writing Hindi and English and local language.	18-60	M/F	Assisting in cleaning and maintenance of sports, health club equipments, computers and related appliances, rooms, issuing and receipt of all these equipments for use to the trainees/guests.
5	Supervisor (Skilled)	Graduate in any discipline. Preference will be given for experienced candidate in this field. Diploma in housekeeping or equivalent will be given Priority.	18-60	M/F	Coordinating the works between the contractor and NWA. Overall supervision of housekeeping works of NWA guest house complex, training and guiding the staff in their works, checking the work done by them, preparation of receipts for the charges made by the trainees/guests for different purposes and depositing the same with cashier, maintaining the records for different works, Verifying the material supplied by the contractor and issuing them for different uses.

Note – Above description of work is to have a brief idea only. Actual nature of work may vary and to be followed as per the instructions.

10. Table showing description of labour, shift time with quantity to be deputed per shift is given below for

Sr. No.	Description of labour	Total Qty.	Quantity during the shift	Sex of labour	Shift timing * (Hours.)	Category
1	Sweepers & Scavenger	7	3 4	M/F M/F	0730 to 1530 hrs. 0930 to 1730 hrs.	Unskilled
2	Launderer cum washing & drying machine operator	2	2	M/F	0830 to 1630 hrs.	Semi Skilled
3	Attendant	10	3	M/F	0600 to 1400 hrs.	Semi Skilled
			3	M/F	1400 to 2200 hrs.	
			3	M	2200 to 0600 hrs.	
			1	M/F	0930 to 1730 hrs.	
4	Common Room Attendant	1	1	M/F	0600 to 1000 & 1700 to 2200	Semi Skilled
5	Supervisor	1	1	M/F	0900 to 1730 hrs.	Skilled
	Total	21				

This quantity may be increased if necessary and payment will be made extra as per the actual under the category under which additional personal was appointed

*These shift timings indicated above are tentative in nature and can be modified as per actual requirement.

11. The Launderer shall collect personal cloths for washing/pressing from the occupants/quarters, wash and press the cloths as per the rates given below and shall collect the amounts from the occupants/quarters and shall deposit the amounts so collected to the cashier of NWA once in a month.

Proper account has to be maintained for this purpose.

Sl No.	Item	Washing and Pressing, Rs.	Pressing only, Rs.
1	Shirt/Kurta	2	1
2	Pant/Paijama	2	1
3	Sari/Dhoti	2	1
4	Towel/Lungi	2	1
5	Others like Handkerchief, baniyan etc.,	1	-

12. The work includes labour and material charges. All the material required for carrying out the above said work will be the responsibility of the contractor. No extra payment on any account will be made.

13. A list of **tentative quantity of the material, the contractor will have to supply per month** are given below. However additional material if any required shall have to be made available as per the tender rate and use the material as per the actual needs. All the items must be new and fresh only.

Monthly requirement		
a	Phenol Concentrated,(Tiger or Equivalent)	5 Litres
b	Naphthalene balls - White & Colour with fragrance,	5 Kg.
c	Anti mosquito spray (HIT or equivalent)	2 Litres
d	Liquid toilet cleaner, 500ml bottles (Harpic or equivalent)	5 Bottles
e	Utencil Cleaning Powder,(Vim or equivalent)	3 Kg.
f	Air Freshner - 50 gm tablets, (Odonil or equivalent)	64 tablets
g	Air Freshner Spray - 125 g bottles	3 Bottles
h	Liquid Soap for Handwash at wash basins,	1 Litre
i	25 gms. toilet soaps for occupants in bathrooms(Lux/Hamam/Medicare or equivalent)	100 Nos.
j	Tissue Paper Rolls(2 ply soft, 9 cm x 35 mtrs.)	6 Rolls.
k	Floor cleaner liquid, Litres	10 Litres
l	Copper cleaning powder, (Pitambari or equivalent)	1 Kg.
m	Cloth detergent powder and bars (SurfExcel/Tide/Nirma or equivalent)	25 Kg.
n	Mosquito repellent liquid 25 ml (Min) bottles	40 Bottles.
B Supplying of cleaning equipment		
a	Brooms - soft & Hard	10 Nos.
b	Mopping Rod - 2ft wide	1 No.
c	Cloths for Cleaning purpose	12 Nos.
d	Plastic Buckets/ baskets, 15 Ltr.	1 No.
e	Utensils cleaning nylon brushes	4 Nos.
f	Toilet cleaning nylon brushes with plastic handle	1 No.
g	Floor cleaning brush, Nylon, Heavy duty	2 No.
h	Consumables (Tea kit etc) average 32*35*10	655 Nos.

14. All the material to be consumed during a month shall be first shown to the officer-in-charge, to check and verify the quality and quantity, before issue for use. If any of the above material is not supplied by the contractor actual shortage shall made up by the NWA and the amount for short supply shall be recovered from the bill.
15. All the tools and equipment like buckets, broom, brush, toilet cleaning equipment, spray-gun etc required for carrying out the work is full responsibility of the contractor. No extra payment on any account shall be admissible

16. **It will be obligatory on the part of the contractor to provide house keeping services for duration of one year at the quoted rates. The allowances as per the rule in force from time to time shall be paid duly verifying the rule which has to be produced by the contractor for verification.**
17. The NWA Administration reserves the right of termination of the Contract with immediate effect without giving any notice, in case the NWA authority is of the opinion that there is any violation of rule and regulation of Central Laws/State Laws or Contractor committed any breach/violation of the terms and conditions of the Contract, while fulfilling housekeeping aspects.
18. The Contractor shall carryout any order or task allotted by the NWA authority in the interest of housekeeping of guest house complex of NWA. Penalty of Rs 500/- per work man per day shall be imposed if found any of the work man has not performed the work assigned to him and also if found misusing the NWA facility and property.
19. The contractor shall make such a service system which should not in anyway affect the working of the NWA Administration or units in the Institute
20. **The NWA administration reserves the right of variation in contract period up to 25% of original contract period. Contractor is bound to continue to render services at the same rate and same terms and conditions as in the original contract agreement in the extended period also.**
21. The Contractor shall maintain himself/ themselves for his/ their duly approved supervisor, Attendance Register wherein shall be marked the daily attendance of each individual member of the service staff by name (including himself/ themselves or the supervisor). This register shall be available for inspection by the NWA Administration and get verified every month by NWA Administration. **Each individual member of the service shall also register their attendance on Biometric Attencece System installed at the main gate security office in residential complex.**
22. The contractor shall have to perform housekeeping work on all days including Sundays and other holidays.
23. Laundry of the bed sheet, pillow covers etc. and the dry cleaning of blankets shall be the responsibility of the contractor. These shall be cleaned from time to time. The contractor shall ensure that new entrants of the hostel/guest house are provided fresh linens, towels etc. on their arrival and these are washed and changed frequently so as to have neat and clean environment. Penalty of Rs 100/- per cloth per time shall be imposed if the contractor fails to wash the cloths cleans. The decision of Engineer- in charge shall be final and binding on the contractor.
24. The machine for mosquito repellent will be initially be provided by the NWA and the liquid are to be arranged by the contractor. As an interim measure the contractor shall also be provided with mosquito mat machines. It shall be the responsibility of the contractor to provide one new mosquito mat of good quality say good night, mortein, jet etc. every day for each occupied room. The cost of the mosquito mat shall be included in the quoted cost of the tender. No separate payment on any account will be made.
25. The contractor shall provide 3 sets of tea/coffee kit (sugar, tea & dairy milk whitener pillow pack) per day per room and one detergent pouch of the standard quality for the occupied rooms. An amount of Rs.20/- (out of the room rent collected from the guests) shall be payable to the contract towards the material charges these consumables based on the occupancy. These are to be claimed by

the contractor separately from the NWA. The quality of the material being supplied should be got approved from the NWA administration in advance. The contractor shall always maintain sufficient stock for supplying tea/coffee kits etc., to the guest.

26. **Payment Terms:** No advance payment will be made to the contractor under any circumstances. After every month of successful completion of work, the contractor can raise the pre receipted bill along with wage particulars and annexure II & III for that particular month at the rate which has been quoted and accepted along with proof of salary payment to its employee (bank transaction details). The bill will be verified and the deductions shall be effected from the bill for any deficiency in the services is found and penalty imposed and after deducting the income tax and surcharge thereon as per the rules in force, the balance will be paid with in about 20 days from the date of receipt of bill. Form - 16A for Tax Deducted at Source (TDS) will be issued to the contractor after the end of the financial year.
27. ***The contractor has to maintain all relevant registers such as wage registers, leave account, etc. all the payment including the salary for the staffs engaged under the contract shall have to be preferably disbursed through bank only by opening an account on individual name. Copy of this page of wage register is to be enclosed along with the bill for payment.***

Check list to be observed by the contractor, and to be enclosed with monthly bills is enclosed at Annexure III. This check list has to be strictly followed by the contractor and a certificate by the contractor that all points in the check list have been compiled with, has to be produced by the contractor along with the monthly bills.

The agency shall ensure that it fully complies with and observe all the provisions of the contract; Labour (regulation, and abolition) Act 1970, the Minimum Wages

Act, 1948, payment of wages act 1935, Employees Provident Fund and miscellaneous Provision Act, the ESI Act and such other statutory enactments, rules and regulations laid down by the Government or local body in force/coming into force which may apply to this agreement and any liability on account of non compliance or violation thereof shall be the Agency's responsibility. For this purpose, the agency shall submit monthly statutory compliance report duly certified by the Authorized Representative in Annexure-IV to the Agreement. The Academy shall have right to withhold the payment of monthly bill in case the Agency fails to comply with the salutatory requirements or fails to submit proof of statutory payments made by them in respect of their employees deployed at NWA.

28. The contractor is advised to inspect all the buildings and premises of National Water Academy which are to be covered under this contract so as to get a clear idea about the work involved. Any clarifications regarding the scope of work or any other information can be obtained from the office of Deputy Director (A&C), National Water Academy in writing during the working hours (from 0930 to 1800 hrs.) and on working days (from Monday to Friday).
29. **The rate shall be quoted on monthly basis. The rate quoted shall include all charges, material cost, service charges, levies, labour charges etc. No extra payment on any account will be made. Actual GST in force as per rule will be paid extra.**
30. **The quotation must be submitted be in the format at Schedule – I & II. The rate should be indicated in both figures and words. Corrections, if any in the quotation shall be made by initialing, dating and re-writing. No overwriting is allowed.**

31. The price should be inclusive of material, labour, transportation, supply, of item etc. complete in all respect as per this office direction. Any damage occurred during this process should be borne by the agency itself.
32. The purchaser will evaluate and compare the quotations determined to be substantially response i.e. which are properly signed; and conform to the terms and conditions and specifications.
33. The contractor shall ensure that the personnel maintain proper communication, so that they can come together whenever required in emergencies.
34. Misuse of water, electricity, garden and other facilities of NWA by the contractor's personnel is strictly prohibited and if found so, penalty of Rs 1000/- per occasion shall be imposed. The contractor's personnel shall work under the control of Contractor's supervisor, who should always maintain liaison with the NWA's Representative appointed/deputed to supervise the work of the contractor. The supervisor should also be available as and when required during the special occasions or as desired by the NWA Administration.
35. The contractor must arrange and use a scrubbing machine (floor cleaning) for cleaning the floors at least once in a fortnight at the corridors/room floors and provide vacuum cleaning machine for cleaning of all the furniture and equipments of NWA Guest Houses.
36. **The contractor shall provide a 30 ft. long safe ladder of aluminum or wooden for cleaning of glass panels, windows glasses etc. from out side of the buildings.**
37. Supervisor will guide his personnel in their works to acquaint the personnel with day to day housekeeping arrangements and if any change of instructions, procedures etc.
38. All instructions regarding security of the campus shall be followed by the contractor.
39. After completion / termination of the contract, the contractor shall vacate the space provided by NWA immediately.
40. **Tenderer who quotes rate not as per Minimum Wages and Terms and Conditions shall be liable to be rejected by NWA Administration and in addition to this, EMD of the firm shall also liable to be forfeited.**
41. All the tenderer are advised to quote the rates taking into account all liabilities, scope of work and the terms and conditions given in the tender document.
42. All the above-mentioned terms and conditions are mandatory and tenderer/bidder shall abide by all the above stated conditions. The bidder shall give an undertaking to the effect that he agrees to abide by all the terms and conditions as stated in the Tender Document.
43. The offer of the tenderer should contain the following documents :-
 - a) Tender document duly signed and sealed by the tenderer.
 - b) Schedule duly filled in.
 - c) Earnest Money Deposit
 - d) Certificate showing the exemption from paying EMD (if exempted).

- e) List, addresses and telephone Nos. of the firms and organizations and copy of orders (Govt. Depts.) for which the similar type of work as in Para. 1.3 of NIT has been carried out.
 - f) Documentary proofs showing the eligibility of the bidder. (The eligibility criteria has been given at Clause No. 1.3 of NIT of this tender document)
44. Issue/sale of this tender document to a contractor does not make him automatically eligible for this tender. It is the responsibility of the contractor to prove his eligibility by submitting necessary documentary proofs along with the tender. A tender from ineligible contractor will be rejected. Tenderer shall indicate the locations of their registered office, service centers, stores etc. with names and designation of the Head of Departments of such centers, their addresses and telephone Nos. in the offer.
45. Tenderer shall assure in writing that the firm/organization is not likely to change their locations within the period of contract and subsequent warranty period and if they do so, the same shall be intimated to the NWA authority.

Contractor

Deputy Director (A&C)
National Water Academy

OTHER CONDITIONS

- 1.1 The contractor shall have to deposit the approved material as per actual listed in the tender of the work to be done with the Engineer-in-Charge at his departmental store at the site of work.
- 1.2 The contractor shall not use products containing any heavy metals in any form. Measures shall be taken in order to prevent danger arising from application of any material. Measures shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping. Adequate facilities shall be provided to enable working staffs to wash during and on occasion of work. The department may require when necessary, a medical examination of workers.
- 1.3 The contractor shall get the materials tested by the Municipal authorities whenever required at his own cost.
- 1.4 The contractor shall not deposit materials on any site, which will seriously inconvenience the NWA activities. The Engineer-in-Charge may require the contractor to remove any material which are considered by him to be a danger or inconvenience or cause them to be removed at the contractor's cost
- 1.5 The contractor shall get himself acquainted with the nature of work and satisfy himself about the availability of material for collection and conveyance of material required for work. The contractor's quoted rate shall take into account all these factors and will not be allowed any extra lead for collection and conveyance of materials for any reason whatsoever.
- 1.6 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.
- 1.7 The rate for all items of work shall unless clearly specified otherwise include cost of all labour materials and other inputs involved in the execution of item.
- 1.8
 - (a) Tendered rates are inclusive of all taxes and Levies payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by the statute, 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 the NWA administration (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
 - (b) 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 and further shall furnish such other information/document as the Engineer-in-Charge may require
 - (c) The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46th 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.

Signature of the Contractor

Signature of the Deputy Director (A&C)

- 1.9 The work executed shall be measured as per metric dimensions given in the schedule of quantities
- 1.10 Unless otherwise specified all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.
- 1.11 All material etc., shall be obtained only from authorized dealers approved by the Engineer-in-Charge
- 1.12 All materials for the work shall be got approved by the Engineer-in-Charge before they are actually procured and used in the work and shall bear IS certification mark. When IS marked materials are not available, the materials used shall be from materials borne on the approved list of CPWD/PWD are to be used due to non-availability. **The materials used shall confirm to IS code or CPWD or Public Health specifications.** In such cases quality of such materials shall be approved by the Engineer-in-Charge in writing. All materials not having IS marking shall be as per provisions of the Mandatory Tests relevant IS/ PH specifications.
- 1.13 All materials, which are to be tested before use on the work shall be procured at least 5 days before use on the work so that enough time is available for testing them before they are actually used.
- 1.14 The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc. shall be borne by the contractor. The testing fee, if any, shall be borne by the Department provided the material passes the test.
- 1.15 The architectural drawings showing the area based on which the work is to be executed are available with the Engineer-in-Charge can be inspected by the prospective tenderers up to the date of receipt of tenders at this office during working hours.
- 1.16 Before receiving final payment for the work, the contractor shall give an undertaking to the effect that at his own cost, he will rectify the defects in works, payments and for this purpose the security deposit which may be deemed reasonable by the Engineer-in-Charge shall be retained till one month after end of work as Security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of the Security Deposit shall not invalidate the contract.
- 1.17 Contractor will have to make his own arrangements for tools and plants required for the work and the department will not supply any tools and plants unless otherwise specified.
- 1.18 **Local Conditions:** The tenderers shall 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.
- 1.19 The contractor shall consult the Engineer-in-Charge in writing regarding collection and stacking of material in any place other than those approved by the Engineer-in-Charge. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services or compound wall are to be constructed.

Signature of the Contractor

Signature of the Deputy Director (A&C)

- 1.20 The contractor shall clean the site thoroughly of all rubbish etc., left out of his materials on completion of the work and roughly dress the site round the building/line to the satisfaction of the Engineer-in-Charge
- 1.21 Contractor shall before they give out any work of sub-contract or piece work contract, obtain the written consent of the Engineer-in-Charge as per clause 21 of the main agreement such a written consent shall not be given by the Engineer-in-Charge unless the main contractor executed in writing with the sub-contractor or piece work contract or and agreement which is hereinafter called a subsidiary agreement specifying clearly the nature of work to become, the time limit, the rates, terms and conditions under which it shall be completed. The subsidiary agreement shall also incorporate interalia clause 18, 18A, 19, 19A, 19B, 19C, 19D, 19E, 19F and 20 and central PWD contractors labour regulations of the main agreement and shall be clearly agreed to by both the contractor and sub-contractor or piece work contractor that the extent of the applications of these clause and regulations is the same for both the main subsidiary agreement.
- 1.22 Any damage done by the contractor or his workman to any existing work during the course of execution of the work tendered for shall be made good by him at his own cost.
- 1.23 The contractor shall maintain in good condition all work executed till the completion of entire work.
- 1.24 The contractor shall co-ordinate and co-operate with other agencies already working at the site and as well as with any other agencies who may have to work in the same site.
- 1.25 The income tax at the rate of 2% excluding cess if any, of the gross amount of the bill will be deducted from the payments that are made to the contractors.**
- 1.26 I.S. codes wherever referred, they shall be of latest editions and any additions there of only, for consideration for all purpose up to date of receipt of Tenders.
- 1.27 **Stamp duty:** The stamp duty if any chargeable on this contract under the laws of India shall be borne and paid by the Government.
- 1.28 **Programme/ Time Schedules:** The contractor shall, within **seven days** of the date of award submit to the Engineer-in-Charge, the Programme/ time schedule of execution. If he/she desires any modifications of the shift hours mentioned on the page 28. In this regard the final decision of NWA will be binding on contractor.
- 1.29 **Procurement Schedule:** This shall indicate for each material, total quantity for the work and the dates when and how much quantity of the same shall be arranged at the site. In case of manufactured materials, name of the manufacturer, from whom, proposed to be procured shall also be indicated. Manufacturer's name in respect of the manufactured materials can be indicated in the brackets below the concerned material.
- 1.30 **Equipment Mobilization Schedule:** Not applicable
- 1.31 **Labour Mobilisation Schedule:** Training assistant and labours are to be mobilized as per the requirement indicated.

Signature of the Contractor

Signature of the Deputy Director (A&C)

Name of Work:- Providing House Keeping Services to Guest House Complex of NWA Pune – 411 024 for One Year

(As per rates applicable Central Govt. Rates per Day vide Lr. No. 1/38(3)/2018-LS-II dated 28/09/2018 issued by Chief Labour Commissioner (Central), New Delhi

Sl. No.	Description of Duties/Personnel	(As per rates applicable Central Govt. Rates per Day vide Lr. No. 1/38(3)/2018-LS-II dated 28/09/2018 issued by Chief Labour Commissioner (Central), New Delhi)														Cumulative Total (Col.3 X col.16) Per Month	Remarks
		No.	Basic Pay	VDA	Total	Nos of days	Monthly Wages (Col.6x Col.7)	HRA @ 5% on Col..8	EPF @ 12% on Col.8	EDLI @ 0.5% on Col.8	ESI /WC @ 4.75% on Col. 8	Relieving Charge 1/6 of (8+9+10+11+12) only for Sl. no. 3, Attendant	Adm. Charges	Uniform Charges	Total per person (col. 8+9+10+11+12+13+14+15)		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Sweeper, Scavenger, Launderer (Unskilled)	7				26						N.A.					
2	Launderer cum Washing and Drying Machine Operator (Semiskilled)	2				26						N.A.					
3	Attendant, (Semiskilled)	10				26											
4	Common Room Attendant (Semiskilled)	1				26						N.A.					
5	Supervisor (Skilled)	1				26						N.A.					
6	Charges for supply of all cleaning materials and equipment (per month) as shown in Schedule -II																
7	Service Charge (Per Month) which includes Contractors profit, any other payments to workers in addition to above mentioned statutory payments and all other Misc. charges, if any.																
Grand Total																	

Note:-1. All the fields are to be compulsorily filled. If any field is left blank, the tender is liable for rejection.

2. Above rates (excluding at sl.no.5) are excluding GST. GST shall be paid in addition at the prevailing rates, to the contractor.

3. Bonus at per applicable rate i.e., 8.33% shall be claimed separately by the contractor, after providing the proof of its disbursement to the workers/deposition to the concerned state Govt. authorities for its reimbursement.

Signature of the Contractor

Seal

Schedule -II

A list of **tentative quantity of the material, the contractor will have to supply per month** are given below.

SI. No	Material	Quantity/ Month	Rate Per Unit	Amount in Rs.
a	Phenol Concentrated,(Tiger or Equivalent)	5 Litres		
b	Naphthalene balls - White & Colour with fragrance,	5 Kg.		
c	Anti mosquito spray (HIT or equivalent)	2 Litres		
d	Liquid toilet cleaner, 500ml bottles (Harpic or equivalent)	5 Bottles		
e	Utencil Cleaning Powder,(Vim or equivalent)	3 Kg.		
f	Air Freshner - 50 gm tablets, (Odonil or equivalent)	64 tablets		
g	Air Freshner Spray - 125 gl bottles	3 Bottles		
h	Liquid Soap for Handwash at wash basins,	1 Litre		
i	25 gms. toilet soaps for occupants in bathrooms(Lux/Hamam/Medicare or equivalent)	100 Nos.		
j	Tissue Paper Rolls(2 ply soft, 9 cm x 35 mtrs.)	6 Rolls.		
k	Floor cleaner liquid, Litres	10 Litres		
l	Copper cleaning powder, (Pitambari or equivalent)	1 Kg.		
m	Cloth detergent powder and bars (SurfExcel/Tide/Nirma or equivalent)	25 Kg.		
n	Mosquito repellent liquid 25 ml (Min) bottles	40 Bottles.		
6	Supplying of cleaning equipment			
a	Brooms - soft & Hard	10 Nos.		
b	Mopping Rod - 2ft wide	1 No.		
c	Cloths for Cleaning purpose	12 Nos.		
d	Plastic Buckets/ baskets, 15 Ltr.	1 No.		
e	Utensils cleaning nylon brushes	4 Nos.		
f	Toilet cleaning nylon brushes with plastic handle	1 No.		
g	Floor cleaning brush, Nylon, Heavy duty	2 No.		
h	Consumables (Tea kit etc)	655 Nos		
Total Amount (Including all Taxes)				

Signature of the Contractor
Seal

Annexure -I**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY OBLIGATIONS BY THE
CONTRACTOR**

From _____

W.O. No. _____

For the month of _____

Sl. No.	Name of the person deployed	Name & address of the PF office EPF deposited	PF account No.	Amount Deposited (Rs.)
			Total Rs.	

(Signature of the contractor)

Annexure-II

CHECK LIST TO BE ENCLOSED WITH THE MONTHLY BILL BY THE CONTRACTOR

Sl. No.	Description of Item	Frequency *	Date of Completion/ Supplied	Remarks if any by NWA official or any penalty imposed thereof.
1	Providing Materials as mentioned in the document	Monthly		
2	Sweeping and mopping of all rooms, garages, parking space, paved areas, surrounding areas	Daily		
3	Cleaning & Dis-infecting of toilets	Daily		
4	Cleaning of walls, ceilings, removal of cob webs, windows & doors frames, shutters, glass panels	Fortnightly		
5	Cleaning of curtains	Once in 4 months		
6	Laundry of bed sheets, pillow covers, towels etc.	Twice in a week		
7	Vacuum cleaning of woolen carpets, Sofa sets Cushion's at guest house	Fortnightly		
8	Vacuum cleaning of all the furniture and equipments	Fortnightly		

* This frequency is subject to modification depending on the site condition.

Annexure-III

MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY OBLIGATIONS BY THE CONTRACTOR

From _____ W.O.No. _____
_____ for the month _____

1. Has the Attendance Muster cum wage Register of Persons engaged during the month duly signed by the individual employee and countersigned by the Representative of the company (Attach Xerox copy)
Yes / No.
2. No. of man days worked (Verified with Attendance Muster cum wage Register).
3. Maximum number of persons employed on any working day during the month (verified with Attendance Muster cum wage Register)
4. Have all employees been paid wages, special allowance and HRA at rates, not lesser than the minimum rates prescribed by the Government under relevant enactments? (Verified with Attendance Muster cum wage Register) Yes / No.
5. Have all employees been extended coverage of PF/EPF as per the eligibility under PF Act? (Attach copy of PF/EPF challan paid) Yes / No.
6. Are appropriate deductions made towards Professional Tax and Income Tax from the Salary Wages paid? (Verified with Attendance Muster cum wage Register) Yes / No.
7. Are all deductions effected from the salary / Wages as per the provisions of the payment of wages act? (Verified with Attendance Muster cum wage Register) Yes / No
8. Are following Registers, required under provisions of various statutes, maintained up to date in the prescribed format, kept available the permission of the Authority for the inspection of any Statutory Authority, on demand?
Yes / No.
 - A. Register of persons employed
 - B. Muster Roll
 - C. Register of Wages
 - D. Register of deductions
 - E. Register of OT
 - F Register of Fines
 - G. Register of Advances
9. The license under the provisions of contractor labour (R&A) Act has been obtained / renewed and kept operative. The half yearly / yearly returns are submitted in time, to the Authority under Act. (Attach a Xerox copy)
Yes / No.

(Signature of the Contractor)

