

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



**NOTICE INVITING TENDER**

**NAME OF WORK:-**

**PROVIDING CATERING SERVICES TO  
NATIONAL WATER ACADEMY HOSTEL/GUEST HOUSES  
AT KHADAKWASLA (R.S), PUNE  
TALUKA AND DISTRICT – PUNE, STATE – MAHARASHTRA  
ESTIMATED COST: Rs7977000/- FOR (2) TWO YEARS**

Last date for receipt of requisition/applications....25-01-2018 up to 16:00 hrs.

Last date for sale of Tenders document.....25-01-2018 up to 17:00 hrs.

Last date for Submission of Tender document.....29-01-2018 up to 15:00 hrs.

Date of opening of Tender document.....29-01-2018 at 15:30 hrs.

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

**PUNE  
JANUARY 2018**

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**Certified that this document contains 36pages.**

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 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, MES and State PWD for the work of “Providing Catering Services to Hostel/Guest houses Of National Water Academy, CWC, Khadakwasla (R.S), Pune”.
- 1.1 The work is estimated to cost **Rs.7977000/- for two (2)years**. This estimate, however, is given merely as a rough guide to indicate volume of approximate work.
- 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 **The basic qualification criteria to be fulfilled by the applicant are as follows:**
  - a) The firm should be registered with the appropriate authority for engaging in Catering Services (Enclose copy of registration).
  - b) Shall have completed satisfactorily a minimum Three (3) years term during last four years in providing catering services preferably in anyone of Central/State/public sector national level training institutes like YASHADA\*, NIA\*, NWA\*, NIBM\*, RAILWAYS, IITM etc. (Enclose supporting documents).
  - c) The Register Office or Branch office of the Service Provider located within the Pune city.
  - d) Experience should be related to catering services to the Junior / Senior Executives of single client for 125 to 150 persons per day
  - e) The applicant must have a minimum annual turnover of Rs.40 lacks during each of the last three financial years i.e. 2014-15, 2015-16, & 2016-17 (latest audited/unaudited)
  - f) The applicant must have a minimum individual billing in the last Seven Years ending 31 Jan, 2017, exclusively in catering services, of – (i) 32.00 Lakhs/year from a single client or (ii) 24.00 Lakhs/yeareach from two clients or (iii) 16.00 Lakhs/year each from three clients.
  - g) Non disclosure of relevant information or furnishing of incorrect information/documents will disqualify the tenderer.
  - h)The applicant should have registration of GST, ESI&EPF(enclose photocopies of the certificates)
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 24 Months (Two Years) 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 later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. **Receipt of application** for issue of forms will be stopped by **16:00 hrs, on 25-01-2018**. **Issue of tender forms** will be stopped by **17:00 hrs, on 25-01-2018**. Tender documents consisting specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of **the Deputy Director (A&C), National Water Academy, CWC, Pune** between 10:30 Hrs. & 17:00 hrs, Monday to Friday except on public holidays. Tender documents will be issued from his office, during the hours specified above, on payment **(non-refundable)** of **Rs. 1000/- (Rs 1100/- by post) in cash/ Demand- Draft**.

The tender document 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.

**A Pre-bid meeting will be arranged at NWA, Pune (Ph. 020-24380224) on 23-01-2018 at 15.30 hrs. In this meeting the contractors can raise any queries in writing for clarifications.**

6. **The Tenderer must produce a copy of latest Income Tax Returns.**
7. **Tenders, which should always be placed in sealed envelop, with the name of the work and due date written on the envelopes, will be received by the Deputy Director (A&C), National Water Academy, CWC, Pune up to 15:00 hrs on 29-01-2018 and will be opened by him or his authorized representative in his office on the same day at 15:30 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.**
8. The tender shall be accompanied by **earnest money**, unless exempted, of **Rs. 159540/- (Rupees. One Lakh Fifty Nine Thousand Five hundred Forty only)** in the form of /Deposit at call Receipt of Scheduled Bank/Bankers cheque/ Fixed Deposit Receipt/ Demand Draft **issued in favour of the Deputy Director (A&C), NWA, Pune** the amount being credited to Deputy Director (A&C), NWA, 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 Catering Services to the hostel /Guest houses of National Water Academy, CWC, Khadakwasla, Pune, 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, 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 all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents at his own cost. 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. Any tender in which any of the prescribed conditions are not fulfilled or are incomplete in any respect is 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 him liable to be removed from the approved list of contractors of this Department
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 CPWD Form 7/8.

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

Seal:

\* YASHADA stands for Yashwantrao Chavan Academy of Development Administration  
NIA stands for National Insurance Academy  
NWA stands for National Water Academy  
NIBM stands for National Institute of Bank Management & IITM stands for Indian Institute of Tropical-Meteorology

**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 catering services to the hostel/guest houses of National Water Academy, CWC, Pune, State-Maharashtra**

- i) To be submitted by **15:00 hours on 29-01-2018** 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 tenderers who may be present at **15:30 hrs on 29-01-2018** in the office of the Deputy Director (A&C), National Water Academy, CWC, 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 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.159540/-(Rupees. One Lakh Fifty Nine Thousand Five hundred Forty only)** is hereby forwarded in Receipt Treasury Challan/Deposit at call Receipt of Scheduled Bank/Bankers cheque/ Fixed Deposit Receipt/ 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' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We have already furnished security to the President of India in lieu of earnest money and have deposited with the \_\_\_\_\_ 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 should 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 authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the



same may at the option of the competent authority 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

Dated: Designation

## SCHEDULES

### **SCHEDULE 'A'**

Schedule of quantities: Enclosed at Annexure I, along with layout drawing and other conditions & 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
			<b>NIL</b>	

### **SCHEDULE 'C'**

Tools and Plants to be hired to the contractor

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

### **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 Catering Services to the Hostel/Guest Houses of National Water Academy, CWC, Pune**

Estimated cost of the work           **Rs.7977000/-for two (2) years**

Earnest money deposit           **Rs.159540/-**

Security Deposit                               **7.50% of tendered value for two years**

## 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 in accordance with clauses 12.2 & 12.3 **Not applicable.**

### **DEFINITIONS :**

- 2(i) Engineer-in-charge **Deputy Director (A&C),  
NWA, CWC, Pune**
- 2(viii) Accepting Authority **Director-In-Charge/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. **Not applicable.**
- 2 (xi ) Department **Central Water Commission**
- 2 (xii) Standard Schedule of Rates **As per the minimum wage  
act for salary and local  
market rates for materials**
- 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 **Deputy Director (A&C),  
NWA, CWC, PUNE.**
- Clause 5** Time allowed for execution of Work **Two Years**
- Authority to give fair and reasonable extension of time for completion of work. **Deputy Director (A&C),  
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.7977000/- for two (2)  
years**
- Clause 11** Specifications to be followed For execution of work **As given in the tender  
document**

## Clause 12

12.1.2(i)	Schedule of rates for determining rates	<b>As per the minimum wage act 1948, &amp; the Maharashtra Minimum Wages Rules, 1963(Workers employed in Hotel &amp; Restaurants) for zone III for salary and local market rates for materials</b>
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)	<b>Not Applicable (NA)</b>
12.1.2(iii)	Schedule of rates for determining rates for additional altered or substituted items that cannot be determined under 12.1.2 (i) & (ii)	<b>As per the minimum wage act 1948, &amp; the Maharashtra Minimum Wages Rules, 1963(Workers employed in Hotel &amp; Restaurants) for zone III for salary and local market rates for materials</b>
12.1.2(iv)	Plus/minus the % over the rate entered in the schedule of rates.	<b>Nil</b>
12.1.2(iv)A	Deviation Limit beyond which sub-clauses (i) to (iv) shall not apply and clauses 12.1.2 (i) & 12.1.2 (iii) shall apply.	<b>Not applicable.</b>
12.1.2(vi)B(a)	Limit for value of any item of any individual trade beyond which sub-clauses (i) to (iv) shall not apply and clauses 12.1.2 (i) & 12.1.2 (iii) shall apply.	<b>Not applicable.</b>
<b>Clause 16</b>	Competent Authority for deciding Reduced rates	<b>Director-In-Charge/Chief Engineer, NWA, CWC, Pune.</b>

## 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	<b>Not Applicable</b>
	(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 catering 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**
  - (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	<b>NIL</b>	<b>Actual retail market rate</b>

**State: Maharashtra**  
Branch: NWA

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

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 enter 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**

2. **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 @ 7.5% 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 2.0% of the tendered value of the work. In addition the contractor shall be required to deposit an amount equal to 5.5 % of the tendered value of the contract 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 7.5 % of the tendered value per year.

3. **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.**
4. 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. Should 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.
5. 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 annul 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.
6. 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.
7. 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.
8. 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 continue a full and sufficient discharge for the payment, the contractor should 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 war like operations the contractor shall when ordered in writing by the Engineer in Charge remove any debris from the site, collect or remove 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 removal 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.

"Should it appear to the Engineer-in-charge that the Contractor (s) is/are not properly observing and complying with the Model Rules for the protection of health and sanitary arrangements for 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 observe the said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractors. The contractor (s) shall erect and maintain at his/their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their 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 Minimum Wages (Central) Rules 1950, 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 NWA, CWC and its 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.500/- 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.500/- 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 Hutting for Labour – The Contractor (s) shall at his/ their own cost provide his/their labour with a sufficient number of huts (hereafter referred to as the Camp)
1.
    - a) The minimum height of each hut at the eye level shall be 7' and the floor area to be provided will be as the rate of 30 sq.ft. for each member of the worker's family staying with the labour.
    - b) The contractor (s) shall in addition construct suitable cooking places having a minimum area of 6'x5' adjustment to the hut for each family.
    - c) The contractor (s) also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength separate latrines and urinals being provided for women.
    - d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. The bathing and washing places shall be suitably screened.
  2.
    - a) All the huts shall have walls sun dried or burnt bricks laid in mud mother or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plaster with mud gobi and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
    - b) The contractor(s) shall provide each hut with proper ventilation.
    - c) All doors, windows, and ventilators shall be provided with suitable leaves of security purpose.
    - d) There shall be kept an open space of at least 8 yards between the rows of huts, which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-charge, back to back construction will be allowed.
  3. Water supply – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor (s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing main wherever available and shall pay all fees and charges thereof.
  4. The site selected for the camp shall be high ground, removed from jungle.
  5. Disposal of Excreta – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authority. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta.

All charges on this account shall be borne by the contractor and paid direct by him to the Municipality /Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. Drainage – The contractor(s) shall be provided sufficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
  7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
  8. Sanitation – The contractor(s) shall make arrangements for conservancy for sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.
- 13-G 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 500/-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 Director-In-Charge/Chief Engineer, NWA, CWC and if the Director-In-Charge/Chief Engineer, is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director-In-Charge/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.

The President means the President of India and his successors.

The Divisional Officer means the Divisional Officer/ Deputy Director (A&C) 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.

Should 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.

## **TERMS AND CONDITIONS FOR PROVIDING CATERINGSERVICES TO NATIONAL WATER ACADEMY**

### **(A) STATUTORY AND OBLIGATORY COMPLIANCES**

#### **1 . ENGAGEMENT OF PERSONNEL**

a) **The contractor shall employ his own personnel of desired integrity for the purposes of cooking, washing, serving , Supervising and other jobs required for catering services.** The contractor shall for the purpose of fulfilling the obligations under this agreement engage personnel of experienced / qualified, good character, physically and medically fit, well behaved and skillful in their duties. The personnel engaged should be free from any contagious diseases, NWA may demand Medical fitness certificate from the contractor from Government recognized hospitals/dispensary in respect any employee suspected to have any contagious diseases. Even if the personnel is fit at the time of engagement, he shall be discontinued immediately if he catches such diseases afterwards.

b) **The Contractor shall provide a Supervisor of appropriate competence who will supervise and guide the functioning of catering services of NWA and shall also interact with NWA officials for necessary instructions**

c) **The Contractor and his personnel shall wear proper uniform including hand gloves and cap while serving the food in well mannered form.** The Contractor shall ensure the supply of materials needed for best upkeep of uniforms and shoes of his personnel.

d) The contractor is bound to disengage any employee, who in the opinion of NWA Administration has been observed behaving inappropriately or is unfit for the job.

e) The contractor shall obey the lawful instructions given to him by NWA or his representative. He will observe the hours of work as laid down by the NWA administration.

#### **2 . 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 Act 1936/ The Maharashtra Minimum Wages Rules, 1963 (Hotels & Restaurants) 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 the Protocol personnel/Classroom Service Personnel/Unskilled Personnel as per P.W. Act 1936/The Maharashtra Minimum Wages Rules, 1963 (Hotels & Restaurants).

### 3. RESPONSIBILITY FOR COMPLAINE WITH THE PROVISION OF EMPLOYMENT OF CHILDREN 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 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.

### 4. RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISIONS OF UNTOUCHABILITY ACT

Neither the Contractor nor any of his employee or Agent, shall at any time during the continuance of this agreement practice untouchability in any form whatsoever in the course of or in any manner connected with the working of this agreement, nor impose any disability whatsoever against any person on the ground of untouchability. The contractor and his employee and agent shall at all times during the continuance of this agreement fully comply with provisions of the untouchability (offences) Act XXII of 1955 and any reenactment or modification thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said Act. The contractor hereby agrees to indemnify the 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 of 1955 Act XII, 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, 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 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.

### 5. LIABILITY UNDER WORKMEN'S COMPENSATION ACT OR OTHERWISE

The contractor shall 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 at all times shall take all risk of accident to such workmen, labour or servant and against all costs and expenses. 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 there to, 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.

## 6 . 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 bad characters. The contractor shall issue an appointment certificate, addressed to NWA, CWC, Pune within 10 days of the award of work, containing a photograph of the employee with 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.

## 7 . PROHIBITION OF INTOXICATION WHILE ON DUTY

The contractor(s) or his/their person shall not be in drunken or intoxicated state while on duty. If any personnel are found in drunken/intoxicated state or indulged in immoral activity, he/they will be summarily discharged from the service. Moreover, the contract will also be liable for termination with penalty.

## 8 . OBSERVANCE OF EMPLOYEES 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 for the catering services. The Khadakwasla, where NWA is located covered by Employees State Insurance Act. The contractor shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the catering services.

## 9 . CONTRACTOR'S RESPONSIBILITY FOR NEGLIGENCE ETC. OF ITS EMPLOYEES

The contractor shall be solely 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 agreement period either due to negligence or in connivance of its employees and will reimburse the administration for any loss suffered by it immediately.

## 10. INDEMNIFICATION FOR LOSS/DAMAGES ETC

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 recovered the amount so spent as well as any due from the imposition of penalties under other various clauses of this tender, on account of any money due to the contractor under this agreement and/or on account of any other work executed for the NWA from his security deposit or from monthly bill.

11. The contractor shall indemnify the NWA Administration against any claim made by its employees against Administration or any 3<sup>rd</sup> party in event of death, fatal injury to the person for any reason whatsoever. **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.**

## 12. 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.

## 13. PROHIBITION OF TRANSFER OF CONTRACT

The contractor shall not assign or transfer any interest or responsibility in whole or part to any person and is liable to result in termination of the contract.

#### 14. SPECIAL CIRCUMSTANCES

In case, the contractor's work is not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the NWA or his authorized representative, in an urgency may entrust the work of providing catering services to any person/personnel with a short notice to the contractor and the contractor shall be liable for refund of expenses incurred by the NWA Administration in the process. The decision of the Director-In-Charge/Chief Engineer, NWA or his authorized representative as regards to the satisfactory or inadequate catering services will be final.

#### 15. PENALTY FOR ABSENTEEISM

In case of abstention, penalty at the rate of Rs. 500/- 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.

#### 16. TERMINATION OF THE CONTRACT

If a situation, in the government interest, calls for termination of contract right away, the NWA will do it with assigning measured and speaking reasons to the action so taken.

#### 17. THE TENDER SHOULD CONTAIN FOLLOWING DOCTUMENT

- **Tender document duly signed and sealed by the Tenderer.**
- **Registered with the appropriate authority for engaging in Catering Services (Enclose copy of registration).**
- **Schedule duly filled in.**
- **Earnest Money Deposit.**
- **Certificate showing the exemption from paying EMD (if exempted).**
- **List, addresses and telephone Nos. of the firms and organizations and copy of orders (Government Departments) for which the similar type of work as outlined in Para 1 of this NIT.**
- **Enclose IT returns copies of last 3 years.**
- **Documentary proofs showing the eligibility of the bidder. (The eligibility criteria have been given at Clause No. 1.3 of this NIT)**
- **Copy of the GST, EPF, ESI Registration.**

18. An amount equivalent to the 7.50% of the tendered value is to be deposited with Deputy Director (A&C), NWA as 'Security deposit' along with the signing of contract. This amount shall be returned after two months of termination/completion of the contract, after settling any loss/damage of NWA property by the caterer. The security deposit can be in the form of Demand Draft/Banker's Cheque/Bank Guarantee, Deposit at Call Receipt (DCR)/Fixed Deposit.

19. 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 such centers/units, their addresses and telephone Nos. in the offer. The firm shall promptly intimate to NWA subsequent changes, if any, in the matter.

20. The contractor should neither allow consumption nor keep alcohol/other intoxicating/contraband material in NWA mess.



21. The contractor shall keep a complaint register serially page numbered to record the complaints/suggestion on services rendered by the contractor and such remarks shall be immediately taken note of and acted upon wherever required. It shall be duty of the contractor to present it to NWA periodically or whenever asked for.

## **(B) SCOPE OF WORK FOR CATERING SERVICES**

### 1. LOCATION OF THE WORK

There are Two (2) Dining halls and kitchens in NWA. One is in Godavari guest house another is in Krishna extension guest house. Both these will be provided to the contractor for operational. However in case of special training programmes or functions the contractor will have to provide services in the Dining hall and kitchen in Krishna extension guest house as well. The contractor will be provided with kitchen and storage rooms on free of cost at Godavari and Krishna (annexure) Guest houses, for keeping his tools and equipment necessary for carrying out his duties. Dining hall and lobby for operation of this service is available. In addition, one room accommodation for stay of his personnel will also be provided by NWA with no extra charge.

### 2. METHOD OF CATERING ARRANGEMENTS

a) The contractor shall have its own system of supervision and work arrangements within the said premises by deployment of suitable staff to the entire satisfaction of NWA Administration. The Contractor shall, however, required to furnish details of such system for record purposes within a week of commencement of catering contract to process running bills for payment.

b) The contractor shall ensure serving of eatables completely hygienic, free from adulteration, unwanted ingredients like stones, hairs, flies etc. all the time by an appropriate mechanism devised by him for this purpose. The catering arrangements shall also be inspected by NWA administration off and on including surprise checks. NWA shall have the right to destroy any such adulterated/rotten or poor quality raw material/expiry items or items cooked out of such items on the spot without any compensation whatsoever it may be.

3. The following points cover the scope of work in broad sense.

- a) To provide bed Tea if requested by a guest, breakfast, lunch, evening snacks and dinner to the occupants of NWA hostel and guest houses.
- b) To provide tea/coffee (as desired by the official) twice a day on working days to all officials in NWA institutional building on payment basis.
- c) To provide tea/coffee (as desired by trainee officers) and biscuits to the trainee officers and visiting faculty twice a day during tea breaks.
- d) To provide Packaged Breakfast/lunch to the trainee officers while going on field-trips.
- e) To maintain cleanliness and upkeep of dining hall, lounge, kitchen, storage area and adjoining area. This covers:
  - Daily cleaning of dining hall, lounge and kitchen (dry and wet mopping thrice a day).
  - Upkeep of mess furniture and equipments such as sofas, chairs, tables etc.
- f) Attending the additional catering requirements of the occupants of the hostel & guesthouse.
- g) Requirement & duty of personnel are:
  - He shall have enough working experience and should be proficient in his job,
  - He shall wear a special uniform approved by the NWA,
  - He shall ensure prompt service in the dining hall/office premises etc.

- Before opening of the dining hall for breakfast, lunch, evening tea, dinner, he shall ensure neat and clean dining tables with tablecloth, napkins, water jugs etc, properly kept on it. The cloth napkin will be supplied by the NWA.
  - He shall monitor smooth serving of all food items during breakfast, lunch, evening tea, dinner etc. to the guests/trainee officers.
  - He shall ensure display of menu of the day on the board kept for this purpose in the dining hall.
  - He shall maintain a small shop that sells items like soft drinks, mineral water, packaged potato wafers (snacks), ice creams, and a few daily need items like razors, tooth paste, tooth brushes etc. **Rate for above items should not exceed MRP.**
4. The contractor is advised to visit the NWA mess, Hostel, Guest House and office campus before submitting the Tender to assess the quantum of work and site conditions.
  5. NWA hostel is used for providing accommodation to trainee officers. The guesthouse is often occupied by high level Govt. Officers, therefore, proper decorum is to be maintained by the persons attending various catering services.
  6. At least two attendants shall be provided in the mess for attending odd hour requirements (up to 11:00 PM).
  - 7. The NWA has a capacity to accommodate around 122 guests at a time. On an average, occupancy of our hostels varies between 20 to 70 persons depending upon the Training Calendar of NWA.**
  8. All equipment of the mess such as cooking range, utensils, crockery, chairs, tables, water filter, water cooler, electrical fittings and furniture of the lounge will be issued to the contractor and will be the custodian of all such properties till he hand it over to NWA after completion of the contract. All items are to be maintained in proper condition by the contractor. Any loss or damage to these equipment will be made good by the contractor.
  9. All the equipments and furniture issued to the contractor except crockery is to be insured by the mess contractor at his own cost for the period of contract against loss by theft, fire, accident, etc. by taking appropriate insurance policy from public sector insurance company. The insurance shall be for the total value of the equipments. At the end of the contract, all such equipment shall be handed over back to NWA in complete and satisfactory condition. Any damaged items are to be replaced with new ones.
  10. An inventory of the articles supplied to the contractor will be jointly kept by NWA and the contractor for the accounting purpose.
  11. The mess, dining hall, kitchen, lounge, storage area shall be kept absolutely clean and in hygienic condition. An officer of NWA will inspect the guest house from time to time to check the cleanliness and overall upkeep of the buildings.
  12. Even as most of the kitchen equipment shall be provided to the contractor by NWA, there may be some occasions, the contractor needs to arrange special equipment/crockery to meet the occasion without any cost to NWA.
  13. Additional non-vegetarian dishes may have to be served as and when requested by the trainee officers if informed six hrs in advance as per approved list.
  14. The number of trainees availing the mess services is averaged about 50-55. Nevertheless, if the number of trainee officers falls below this number, catering service shall remain open. During conferences/seminars/workshops, the number of delegates may be about 100-120 for a few days. The number of such gathering taking place for a day or two is about 10-12 times in a year.
  15. Three numbers of Gas Stoves along with rubber tubing, regulators and six empty gas cylinders will be provided to the caterer. Any loss or damage to these will be made good by the caterer.

16. Procuring gas refills will be the sole responsibility of the caterer and he should stock sufficient refilled cylinders.

17. Medium of cooking shall be Double refined Gold drop, Fortune, Nature Fresh, Sundrop, Saffola, Dharaoil etc. Only standard and well-known brands shall be used as indicated in Annexure- IV. Oil once used shall not be reused for cooking purpose under any circumstances.

18. The bread, butter, atta, beson, cereals, pulses, spices and other ingredients should be of high quality. Only standard and well-known brands shall be used as indicated in Annexure- IV. Similarly, fresh vegetables, fruits and non-veg. items shall be used for cooking/serving. The use of separate utensils for cooking and serving veg and non-veg food is to be ensured.

19. The vegetable dishes prepared will be of high quality and will be different both for lunch and dinner.

20. Any change in the regular menu will be intimated by the caterer at least 24 hours in advance.

21. The kitchen facility is located adjacent to the VIP Guest House. Therefore, proper decorum is to be maintained.

22. For additional food items, rates will be quoted as given in the schedule. Menu card with rates of items will be kept in each room or suite and mess. These items shall be served to the trainees or guests or officers of CWC as per their order which will be intimated six hours in advance, except for tea/coffee, biscuits and cold and hot drinks which are to be served as quickly as possible.

23. As indicated at Annexure-II, the One (1) Veg/Non-veg Special dish is to be served three times a week in lieu of one(1)Sabji. No extra charges are payable for the same.

24. All material required for cleaning and up-keep of the mess like broom, phenol, naphthalene, balls air freshener etc., shall be the contractor's responsibility. No extra payment on any account will be made.

25. It is mandatory to collect the liquid and solid waste in separate disposable bags. The garbage so collected from mess shall be disposed off regularly at a defined location.

### **(C) PERIOD OF CONTRACT AND PAYMENT CONDITIONS**

1. This contract shall be in force for a period of Two Years from the date of award of work subject to para 3 on pages 1. The NWA Administration reserves the right of termination of the Contract with immediate effect in case the Director-In-Charge/Chief Engineer 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 contractual aspects.

2. ***The NWA administration reserves the right of extension in contract period up to six (6) months i.e., 25% of original contract period. Contractor is bound to continue to render services at the same rate (or at revised rate arrived due to price variation clause mentioned below) with same terms and conditions as in the original contract agreement in the extended period also.***

### **3. MODE OF PAYMENT**

The NWA Administration shall pay the monthly charges as per the schedule of work on successful and satisfactory performance of work. The contractor shall have to submit the bill in triplicate as per the format to be supplied by NWA every month for arranging payment.

The payment for the catering services availed by the trainee officers/guests shall be collected by the contractor directly from them at the rate accepted by the NWA. The contractor will be fully responsible for collection of dues from trainee officers/guests. However, for the catering requirements for which official order is placed by NWA administration, payment will be made by this office. Payment of one Cook, One Asst. Cook, Pot Washer and Two bearers as defined in the tender will be paid by the NWA. No advance payment will be made to the contractor under any circumstances. After completion of a course/training programme, the contractor shall raise the bill against the work order. Every month end, the contractor shall raise the bill for the payment of one Cook, One Asst. Cook, Pot Washer and Two bearers by submitting pre-receipted bill, in triplicate attaching therein a copy of all statutory deductions and its deposition with appropriate authority as a proof. Subject to fulfillment of contractual conditions, payment will be released to the contractor after deducting the income tax and surcharge thereon as per the rules in vogue. Form - 16 for such Tax Deducted at Source (TDS) will be issued to the contractor at the end of the financial year. Payment will be made through e-Payment /Online Payment.

#### 4. WITHHOLDING OF PAYMENT

The NWA Administration shall have the right and be entitled to withhold payment of contractor in the event of any breach of the terms and conditions of the agreement by the contractor. The opinion of the NWA shall be final. No interest will be allowed on payment withheld when is released.

#### **(D) REGARDING RATES AND EVALUATION OF TENDER**

1. **The rate shall be quoted as per the schedule attached at Annexure - I for items (A) and (C) only. The rate quoted shall include, material cost, labour charges, .etc.No extra payment on account of overtime duty/leaves etc. of the Cook/Asst. Cook/ /Pot Washer/Bearers will be entertained by the NWA.**

2. The rates quoted for item (C) shall be for complete food service per head per day. The daily schedule includes items as per the weekly sample menu enclosed at **Annexure-II**. The Breakfast, Lunch, Dinner& Evening Snackshave to be served as per menu shown at Annexure-II. At times, a few items selected from list (Annexure I-E) will be added to the menu for lunch or dinner.

3. The tender will be evaluated on the basis of total of rates quoted for regular items under "C" of Annexure I. It is obligatory on the part of bidder, whose bid is accepted, to supply the other items under "E" of Annexure-I at the lowest rate amongst all bidders. No relief or consideration will be given for any error or omission made inadvertently or advertently.

4. The rates quoted shall be valid for Two Years from the date of award of work and will be revised as per the *price variation clause* mentioned below.

Price Variation Clause:-

- The General Consumer Price Index for Maharashtra State for Combined Area ( Rural + Urban) as published by "Central Statistics Office,Ministry of Statistics and Programme Implementation," (hereinafter called as Price Index) will be the criteria for price variation.

- The rates quoted and approved shall be deemed to correspond to Price Index as on 1<sup>st</sup> March 2018 (i.e., for March 2018) will be treated as Base Rate for Price Variation.
- Price will be reviewed on **yearly basis** and if the said Price Index changes by 10 percentage points or more, the prices shall also be varied proportionately.

Example: If price index on 1<sup>st</sup> March 2018 is X i.e. the Base Rate and after 12 months (on 1<sup>st</sup> March 2019) if its value has changed by 10 percentage points or more and the new value is Y, then the prices of all items will be changed by a factor, P, with rounded off to nearest Rupee.

$$\text{Where, } P = \frac{(Y-X) \times 100}{X} \%$$

#### (E) **MISCELLANEOUS**

1. A committee of NWA officers and trainees will exist for giving suggestions, regarding quality of food, change in menu etc., and to sort out problems between caterer and trainees, if any.
2. Trainee officers come from all over India. The quality & taste of the food prepared should satisfy all the trainees. NWA officers, in charge, would make periodic inspection to check the quality of food and type of ingredients used.
3. The facility is created only for the trainee officers, officers of NWA and guests of NWA. Catering to outsiders without prior permission of NWA administration is totally prohibited.
4. It is the responsibility of the bidder to ensure that the information provided is adequate and clearly understood. Therefore, bidder shall examine the tender document thoroughly in all respect and if any discrepancies, ambiguity, error or omission is observed, clarification regarding the same may be had from the Deputy Director (A&C), National Water Academy.
5. Misuse of water, electricity, garden and other facilities of NWA by the contractor's personnel is strictly prohibited.
6. The contractor's personnel shall work under the control of Mess manager i.e., Butler, who shall always have liaison with the Representative of NWA deputed to supervise the work of the contractor. The Contractor should also be available as and when required during the special occasions or as desired by the NWA Administration.
7. The caterer shall pay the nominal electricity charges for the power consumed in the kitchen at Rs. 500/- (Rupees Five Hundred Only) per month and it is the responsibility of the caterer to ensure that electricity charges are paid within time.

#### (F) **INSPECTION & PENALTY**

1. Any NWA core-faculty can make random and surprise check for Quality Control by having meal in the mess up to a maximum of four occasions in a month and no separate charges will be payable for it. The official making such a check will sign a register kept for this purpose and record his comments in it.
2. Adverse remarks of inspecting officer of NWA during such surprise & random inspection, if any, would lead to automatic imposition of penalty (para 3 below) besides non-payment for the items/services declared unfit/unsuitable by the inspecting officer.

3. In the eventuality of following, penalty per case/per day imposed will be as follows:

- For improper cleaning of NWA mess/utensils/  
Water cooler etc.....Rs.500/-
- For non-availability of food to any guest.....Rs.500/-
- For using outdated/adulterated material forCooking.....Rs.1000/-
- Serving poor quality of foods (on the basis ofwritten complaint received by guest  
and verified by NWA authority ).....Rs.1000/-
- For not wearing the uniform,caps and hand gloves.....Rs.500/-

*All terms and conditions mentioned here above are mandatory and bidder shall abide by it. Any failure by the bidder with the conditions laid down here-in-before shall not excuse the bidder, after subsequent award of work, from performing in consonance with the agreement. The NWA reserves the right to accept the tender bid either in part or full or to reject any tender either in part or full without assigning any reasons thereto.*

**Deputy Director (A&C)  
NationalWaterAcademy**

**SCHEDULE OF QUANTITY & RATES**

Sl. No.	Item of work	Quantity	in Rs.	Remarks
A	Providing Services of Cook (Skilled)*	One (1) No. Per Month		*Please see note below
	Providing Assistant Cook (Semi Skilled)*	One (1)Nos. Per Month		
	Providing Services of Bearers (Semi Skilled)*	Two (2)Nos. Per Month		
	Providing Services of Pot Washer (Un Skilled)*	One (1) No. Per Month		
		<b>Subtotal</b>		
B		<b>GST as applicable</b>		
			<b>Rate /Item in Rs.</b>	<b>Rate in words</b>
C	Providing catering services to NWA mess and Weekly menu mentioned in Annexure-II per person per day	a) Breakfast		
		b) Lunch		
		c) Evening Snacks with Tea/Coffee		
		d) Dinner		
		<b>Subtotal</b>		
D		<b>GST as applicable</b>		
<b>G.Total (Sl.No. A+B+C+D) for Rs.</b>				
<b>Total in Words Rupees</b>				
E	<b>Additional items to be supplied as per specific order in advance and availability of season and in open market</b>			<b>Rate is excluding of Tax</b>
▪	<b>Vegetarian Soup Items</b>			
1	Tomato soup	150ml		
2	Vegetable soup	150ml		
3	Sweet Corn Soup	150ml		
4	Veg Hot and Sour Soup	150ml		
▪	<b>Non Vegetarian Soup Items</b>			
1	Chicken Sweet Corn soup	150ml		
2	Chicken Hot and Sour Soup	150ml		
3	Chicken Manchurian Soup	150ml		
4	Chicken Manchow Soup	150ml		
▪	<b>Chicken Items</b>			
1	Chicken Curry	200 gm		
2	Chicken Masala Fry	200 gm		
3	Chicken Masala with Gravy	200 gm		
4	Chicken Chilly	200 gm		
5	Butter Chicken	200 gm		
6	Boneless Butter Chicken	200 gm		
▪	<b>Mutton Items(Goat)</b>			
1	Mutton curry	200 gm		
2	Mutton Masala Fry	200 gm		
3	Mutton Masala with Gravy	200 gm		
▪	<b>Fish Items</b>			

1	Rohu Fry	Two Pieces		
2	Pompret fish fry	Two Pieces		
3	Prawn Fry	With Four big Pieces		
4	Surmai Fry (King Fish)	Two Pieces		
5	Rohu Fish Curry	With Two big Pieces		
6	Surmai (King Fish) Curry	With Two big Pieces		
▪	<b>Veg Items</b>			
1	Palak Mushroom	150 gm		
2	Palak Paneer	150 gm		
3	Paneer Masala	150 gm		
4	Pannertikka	150 gm		
5	Malai Kofta	150 gm		
6	Methi Mutter Masala	150 gm		
7	Aloo Mutter	150 gm		
8	Mix Veg	150 gm		
9	Bhendi Do Pyaj	150 gm		
10	Bhendi Masala	150 gm		
11	Gobi 65	150 gm		
12	Bharata Baigan	150 gm		
13	Stuffed Karela	150 gm		
14	Shahi Panner	150 gm		
▪	<b>Dal Items</b>			
1	Dal Tadka	200 gm		
2	Dal Fry	200 gm		
3	Dal Makhani	200 gm		
▪	<b>Rice Items</b>			
1	Chicken Biryani	250 gm with 150 gm Chicken		
2	Mutton Biryani	250 gm with 150 gm Mutton		
3	Egg Biryani	250 gm with 2 Eggs		
4	Prawns Biryani	250 gm with 4 big pieces of Prawns		
5	Kashmiri Pulav	250 gm		
6	Jeera Rice	250 gm		
7	Veg Biryani	250 gm		
8	Tomato Rice	250 gm		
9	Lemon Rice	250 gm		
10	Coconut Rice	250 gm		
11	Sabudan Kichidi	250 gm		
▪	<b>Sweet Dish Items</b>			
1	Fruit salad with cream	200 gm		
2	Payasam or kheer	200 gm		
3	Gulab Jamun	One piece of Standard		
4	Kaju Katali	One piece of Standard		
▪	<b>Snacks Items</b>			
1	Vegetarian sandwich with sauce	2 Pieces		
2	Bread, butter, jam and tomato sauce (of standard & well known brands)	2 Slice of Bread		
3	Chowmean with sauce	200 gm		
4	Pakora (Onion/Potato/Veg.)	150 gm		
5	Medu Vada with Sambar and chutney	2 Pieces		
6	Biscuits, sweet and salty **	50 gm		
7	Batata Vada with bread pav	2 Piece each		
8	Batata Vada with chutney	2 Piece		
9	Idli with sambar and chutney	2 Piece		



10	Upma with sambar and chutney	One plate/200 gm		
11	Pooris and potato subji or Veg Khurma	4 Nos		
12	Orange juice	200 ml		
13	Mixed fruit juice	200 ml		
14	Sweet Lemon juice	200 ml		
15	Tomato juice	200 ml		
16	Pestry	One Piece of Standard Size		
17	Ice Creem - Vanilla/ Mango/ Pineapple/Strawberry/Chocolate**	100 ml		
18	Potato Wafers	100 gm		
19	Bhel	100 gm		
20	Namkeen Mixture	100 gm		
21	Finger chips	100 gm		
22	Roasted Kaju	50 gm		
23	Omelet of two eggs	Each		
24	Mineral Water, 1 lt bottle **	Each		
25	Cold drinks Pepsi, Coca, Maaza etc. **	300 ml		
26	Tea (Approved variety)	120 ml		
27	Coffee (Approved variety)	120 ml		
28	Hot milk	200 ml		
29	Viva in milk	200 ml		
30	Horlicks in milk	200 ml		
31	Bournvita in hot milk	200 ml		

**Note:**

- \* - Payment for these categories of personnel will be released by the NWA as per minimum wages of Govt. of Maharashtra applicable for Hotel & Restaurants in Zone – III. These rates are subject to variation as per half-yearly revision in Special Allowance by the Govt. of Maharashtra. Break-up of pay structure may be seen at Annexure III.
- \*\*-. For branded items, rate should not exceed “MRP”.

**CONTRACTOR**

**DEPUTY DIRECTOR (A&C)  
NATIONALWATERACADEMY**

## Annexure – II

### WEEKLY SAMPLE MENU

#### 1. Breakfast between 7.45 AM to 9.00 AM

It would be a TWO-COURSE BREAKFAST (unlimited)

##### Course one – **Common to all Days**

- Bread slices toasted with butter and Jam / Honey
- Cornflakes /Oats with milk
- a seasonal fruit/Juice(200ml)
- Boiled Egg / Omlet (As per choice of guest)
- Stuff Paratha (alu / gobi / paneer)
- Tea /Coffee.

##### Course Two - **Comprising one of the following and with a change everyday**

- Masala Dosa/onion Dosa with chutney/Samber
- Onion/Tomato/Veg. Uttappa with Chutney/Sambar
- Poori& veg. kurma
- Cholebhature
- Idli/Wada with sambar& chutney, Upma
- Moong dal Cheela with stuff paneer
- PavBhaji

#### 2. Lunch (1 PM to 2 PM) & Dinner (08.00 PM to 9.30 PM) Unlimited(Common for all days).

- Chapati/tandoori items like roti /naan/butter naan or puri /phulke / roomali roti /or lachchaparatha (standard size)
- Rice (steamed/fried),
- Three (3) Nos. seasonal vegetablesabjis (dry/mixed, gravy andboiled)
- Dal
- Plain Curd
- papad
- pickle, lemon & green chilly
- Green salad.
- One (1) No. sweet dish or ice cream or Payasam or kheer (one bowlful (150ml)/100gm.
- Mouth freshener
- Soup (tomato/vegetable/sweet corn/Veg Hot and Sour/man chow)-**Only for Dinner** (200ml)

**The manner of preparation and choice of items for lunch/dinner which a change everyday:**

- a) Veg Subji(Gravy)-Rajma/chole/Channa masala/Kadhi/aloo mutter/alupalak/
- b) Dal- Masur/Moong/Arhar/ Mati dal/Mixed dal/channa dal/
- c) Sweets – (GulabJamun/rasgulle/GajarHalua/MoongHalua/rasmalai/Chamcham/)

##### **Note-**

- (i) **One (1)Non-Veg Special dish in lieu of One (1)Sabji thrice a weeki.eon Monday lunch,Wednesday Dinner and Friday Lunch**

- (ii) **One Veg Special dish in lieu of One (1) Sabji thrice a week on Monday lunch, Wednesday Dinner and Friday Lunch**
- (iii) **Fried rice / veg pulao / Kashmiri Pulao instead of white rice and potato wafers instead of papad – twice a week (Tuesday Lunch and Thursday Lunch)**
- (iv) **Non-Veg and Veg special dish shall be selected from the list given below with a change everytime:**

**Non-Vegetarian Special Dish:**

- (a) Chicken (local/broiler) masala /curry/chilly/Tandoori chicken/Tandoori leg chicken/ chicken tikka/Mutton masala/mutton curry /mutton korma/Mutton Mughlai **Or**
- (b) Local Fish masala/curry/cutlet/fried fish etc. (with bones or boneless) **Or**
- (c) Non-Veg Biryani (basmati rice) with Raita

**Vegetarian Special Dish:**

- a) Paneermalai/Kofta/Paneer Butter Masala/ Mutter paneer /Palak Paneer/Sahipaneer/Kadai chilly Paneer/stuff tomato with paneer/malai/Kofta/Paneer Tikka **Or**
- b) Veg Biryani (basmati rice) with Raita **Or**
- c) Mushroom masala/mushroom chilly/ mutter mushroom/Kashmiri Dum Alu/

**3. Evening snacks (5.45 PM to 6.30 PM)**

**Comprising one of the following In addition to Tea/ Coffee with a change Everyday**

- Poha - 200 gm
- Batatawada - Pav - 2 pieces with Chutney
- Upma - 200 gm with Chutney
- Bhel- 200 gm
- Pakoda (Onion/Potato/veg) - 200 gm with Chutney
- Batatawada - 2 pieces with Chutney
- Samosa - 2 pieces with Chutney

**NAME OF WORK:- PROVIDING CATERING SERVICES  
TO NWA HOSTEL/GUEST HOUSE  
FOR THE PERIOD 01-03-2018 TO 29-02-2020**

Sl. No.	Item	Cook (skilled)	Asst. Cook (semi skilled)	Bearers (semi Skilled)	Pot Washer (unskilled)	Remarks
		Amount Rs.	Amount Rs.	Amount Rs.	Amount Rs.	
1	Basic					As applicable for Skilled/Semi Skilled/ unskilled worker for Zone III in Hotel & Restaurants <b>As on 01<sup>st</sup> July 2017</b>
2	SA (Special Allowance)					
3	Total of Sl.No.1+2					
4	HRA @ 5% on Basic plus SA of Sl. No.3					
5	EPF @ 12% on Basic plus SA of Sl. No.3					
6	EDLI @ 0.5% on Basic plus SA of Sl. No.3					
7	Adm. Charges @ 0.86% on Basic plus SA of Sl. No.3					
8	ESI @ 4.75% on Basic plus SA of Sl. No.3					
9	Uniform @ 5% on Basic plus SA of Sl. No.3					
10	Bonus @ 8.33% on Basic plus SA of Sl. No.3					
11	TotalRs.					
12	SayRs.					
Total in words Rupees.						

**Note** – It shall be the responsibility of the contractor to make all statutory deductions from the wages as shown above, and deposit the same with the competent authority, obtaining the proper receipt and producing a copy of that alongwith monthly bill for the Cook, Assistant cook, two Bearers and Pot washer

**Standard Quality of Perishable, Grocery**

- 1) Atta – Annapurna/rajdhanni/Ashirvad/Shaktibhog /Pilsbury/Patanjali
- 2) Butter – Amul / Naturilite / Britannia/Mother Dairy
- 3) Maida – Annapurna / Ashirvad / Shaktibhog/Patanjali
- 4) Besan - Annapurna / Ashirvad / Shaktibhog/Patanjali/Tata/Samrat
- 5) Whole Spices – Ashirvad/catch/ MDH/ Sona/Everest/Patanjali
- 6) Ground Spices - Ashirvad/catch/ MDH/ Sona/ Everest/Patanjali
- 7) Cooking Oil- Gold drop/ Fortune / Nature Fresh/ Sun drop/ Saffola/ Dhara/Patanjali(Use of Hydrogenated (Vanaspati) oil is prohibited)
- 8) Milk – Amul/ Chitale/ Krishna/Mother Dairy
- 9) Corn Flakes – Mohan mekains / Reals/Patanjali
- 10) Deshi Ghee – Amul/ Vijaya/ Britannia / Everyday/mother Dairy/Patanjali
- 11) Tea Powder – Tata Tea/ Brooke bond/ Taj/lipton
- 12) Tea Bags - Tate Tea/ Brooke bond/ Taj/lipton
- 13) Coffee – Nescafe / Bru
- 14) Dal – Tata/Patanjali/Harvest
- 15) Biscuits – Britannia / Parle-G / Good Day / Marigold/Patanjali
- 16) Papad – Lijjat/Bikaji/Patanjali
- 17) Tomato Puree – Morton/ Kissan/ Hinges /Maggi/Patanjali
- 18) Tomato Sauce – Kissan / Morton/ Hinges/ Maggi/Patanjali
- 19) Chilly Sauce - Kissan / Morton/ Hinges/ Maggi/Patanjali
- 20) Soya Sauce - Kissan / Morton/ Hinges/ Maggi/Patanjali
- 21) Vinegar Sauce - Kissan / Morton/ Hinges/ Maggi/Patanjali
- 22) Milk Powder – Every day / Amul/MotherDairy/Patanjali
- 23) Ice cream – Amul/ Vadilal/ Kwalitiy
- 24) Rice – Good quality local rice
- 25) Rice – Basmati (Lalquila/ India gate / Kohinoor brand/Patanjali)
- 26) Mineral water bottle – Bisleri, Kinley, Aquafina, Bailey etc.
- 27) Salt-tata/Annapurna/everest/surya/Patanjali

