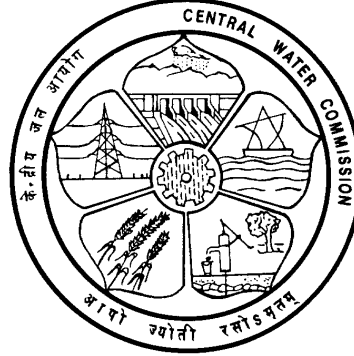


**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY**



**TENDER FOR
PHOTOCOPYING, COVER PAGE PRINTING AND BINDING OF
LECTURE NOTES FOR NWA, CWC, KHADAKWASLA (R.S.),
PUNE-411024**

TALUKA AND DISTRICT-PUNE, STATE-MAHARASHTRA

ESTIMATED COST: Rs. 1042900/- FOR TWO (2) YEARS

**Last Date for Application : 09.04.2018 up to 17:00 hrs
Last Date for Sale of Tenders : 10.04.2018 up to 17:00 hrs
Last Date for Receipt of Tender : 11.04.2018 up to 16:00 hrs
Date & time of Opening of Tenders : 11.04.2018 at 16:30 hrs**

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

**PUNE
April 2018**

INDEX

Sr. No.	ITEM	Page No.
1.	NOTICE INVITING TENDER (CPWD FORM NO.6)	3-5
2.	CPWD FORM NO. 7/8 (ACCEPTANCE FORM)	6-8
3.	SCHEDULES	9-11
4.	GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS CPWD- 9	12-21
5.	OTHER CONDITIONS	22-24
6.	SCOPE AND ADDITIONAL TERMS AND CONDITIONS OF WORK	25-27
7.	ANNEXURE – I FOR RATES	28-29
8.	NWA CAMPUS MAP	30

Certified that this document contains 30 pages

Name of the contractor :

Date of application for Tender by contractor :

Receipt of Application in Divisional office/ Dir :

Date of issue of Tender paper :

Date of receipt of tender paper :

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY

CPWD - 6

NOTICE INVITING TENDER

- 1) Item rate / percentage rate tenders are invited on behalf of President of India from approved and eligible contractors of CPWD and those of appropriate list of P&T. M/E/S/ and State P.W.D. for the work of **Photocopying, cover page printing and binding of lecture notes of NWA, CWC, Pune.**
 - 1.1 The works is **estimated to cost Rs. 1042900/- for Two(2) years.** This estimate, however, is given merely as a rough guide.
 - 1.2 Tenders will be issued to eligible CPWD as well as non CPWD contractors provided they produce definite proof from the appropriate authority of having completed works of magnitudes specified below.
 - 1.3 Criteria of eligibility for issue of tender document.
 - a) The firm should be a government registered in the business of photocopying and/ or printing and binding.
 - b) The firm should have annual turnover of Rs. 6 Lakh supporting documents i. e balance sheets, IT Returns should be submitted along with tender.
 - c) At least 3 years experience in the field of Photocopying/ printing and binding of lecture notes preferably in Govt. Offices.
 - d) Should have at least 4 nos of Xerox machines out of which 2 nos must be of 25 copies per minutes or above heavy duty laser copy machine/ Should have one number automatic printing machine.
- 2) Agreement shall be drawn with the successful tenderer on prescribed Form No. 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 from the 10th day after the date of written orders to commence the work or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender document.
- 4) The site for the work is available.
- 5) Receipt of applications for issue of forms will be stopped by 1600 Hrs. two days before the date fixed for opening of tenders. Issue of tender forms will be stopped two days before the date fixed for opening of tenders. **Receipt of application** for issue of forms will be stopped by **17:00 hrs, on 09.04.2018.** **Issue of tender forms** will be stopped by **17:00 hrs, on 10.04.2018.** 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 hours of 10:00 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 of **Rs. 500/-** (Rs 600/- by post) in cash/ Demand draft **non-refundable.**

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 500/- (Rupees Five hundreds only) shall be enclosed towards cost of the tender.

Tender documents consisting of plans, 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 compiled with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Deputy Director, NWA, Pune between hours of 10:00 hrs. and 17:00 hrs. every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of Rs. 500/- in cash.

- 6) **Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Deputy Director (A&C), NWA, CWC, Pune up to 16.00 hrs. on 11.04.2018 and will be opened on same day at 16:30 hrs. The Deputy Director (A&C), NWA, CWC, Khadakwasla (R.S.),Pune is not responsible for delay for receipt of the tender document after due time and date.**
- 7) **A Pre-bid meeting will be arranged at NWA, Pune (020-24380224) on 06.04.2018 at 16:00 hrs. In this meeting the contractors can raise queries in writing for clarification.**
- 8) The tender shall be accompanied by Earnest money, (unless exempted) of **Rs. 20858/-(Rupees Twenty Thousand Eight Hundred Fifty Eight only)** in the form of cash, Fixed Deposit Receipt/ Demand Draft/ Banker's Cheque, Receipt Treasury Challan/ Deposit at Call receipt of a Scheduled Bank issued all valid for six months, in favour of Deputy Director (A&C), NWA, Pune, the amount being credited to NWA. A contractor exempted from depositing earnest money in individual cases shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.
- 9) The description of the work is as follows

Photocopying and spiral binding of lecture notes of National Water Academy, CWC, Khadakwasla(R.S.), Pune – 411024. Copies of other drawings and documents pertaining to the works will be opened for inspection by the tenderers at the office of the above mentioned officer.

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 ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools, plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which

stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 10) The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 11) Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12) The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
- 13) The contractor shall not be permitted to tender for works in the NWA (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 of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found 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 contractors in the contractor's services.
- 15) The tender for the works shall remain open 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% or whole to the quotations whose quotation is accepted, but fail to commence the work as specified in NIQ.
- 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, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b. Standard C.P.W.D. Form 7/8.

Deputy Director (A&C)
National Water Academy

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F'. viz., schedule of quantities and in accordance in all 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 respects 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. 20858/-(Rupees Twenty Thousand Eight Hundred Fifty Eight only)** is hereby forwarded in Cash/Receipt Treasury Challan/ Deposit at call Receipt of a Scheduled Bank 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 Director General of Works, Central Public Works Department, New Delhi, a lump sum security of Rs. _____ 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 2015 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 drawing 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 authorize 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 without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated _____

Signature of Contractor

Postal Address:

Witness :

Address :

Occupation :

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 sum of Rs. _____ (Rupees _____).

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

i)

ii)

iii)

For and on behalf of President of India

Signature

Designation

Dated

SCHEDULES

SCHEDULE 'A'

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

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

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

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

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

SCHEDULE 'D'

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

SCHEDULE 'E' : Not applicable

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

CLAUSE 10 CC

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

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

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

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of Work	Photocopying, cover page printing and binding of lecture notes for National Water Academy, CWC, Khadakwasla, Pune – 411024
Estimated cost of the work	Rs. 1042900/- for Two years
Earnest money deposit	Rs. 20858/-(Rupees Twenty Thousand Eight Hundred Fifty Eight only)
Security Deposit plus performance Guarantee	7.5 % of tendered value.

General Rules & Directions

Officer inviting tender :

**Dy. 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	Director (A&C), NWA, CWC, Pune
2(viii)	Accepting Authority	Chief Engineer, NWA or Director (A&C), NWA, CWC, Pune
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	10%
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	Chief Engineer, NWA, CWC, PUNE.
Clause 5	Time allowed for execution of Work Authority to give fair and reasonable extension of time for completion of work.	Two Years Chief Engineer, NWA, CWC, Pune, and Deputy Director (A&C), , 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. 1042900/- for Two years
Clause 11	Specifications to be followed For execution of work	As given in the tender document
Clause 12		
12.1.2(ii)	Schedule of rates for determining rates for additional altered or substituted items that cannot be determined under 12.1.2 (i) & (ii)	As per local market rates for materials and works
12.1.2(iii)	Plus/minus the % over the rate entered in the schedule of rates.	Nil
12.1.2(iv)A	Deviation Limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply.	10% (Ten percent)

- 12.1.2(vi)B Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply. **100 %**
- Clause 16** Competent Authority for deciding Reduced rates **Chief Engineer or Director (A&C), NWA, CWC, Pune.**

Clause 36

Minimum qualifications and Experience required for Principal Technical Representative.

- (a) For works with estimated cost put to tender more than
- (i) Rs.10 Lakhs for Civil works **Not Applicable**
- (ii) Rs.5 Lakhs for Elec/ Mech. works
- (b) For works with estimated cost put to tender
- (i) More than Rs.5 Lakh but less than Rs.10 Lakhs for photocopying, printing and binding Works **NA**
- (ii) More than Rs.1 Lakh but less than Rs.5 Lakh for for photocopying, printing and binding Works **Recognized Diploma holder or HSC**
- (iii) Discipline to which the principal Technical Representative should belong **Photocopying and printing technology**
- (iv) Minimum experience of works **3 years**
- (v) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36 b(ii) **Rs. 3500/- for diploma/ HSC holder**

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

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

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
NATIONAL WATER ACADEMY

State:	Maharashtra	Division:	Dy. Director(A&C)
Zone:	National Water Academy	Sub-division:	N A.

TENDER AND CONTRACT FOR SUPPLY OF MATERIALS

(Central PWD Code Paragraph 89)

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

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer/Deputy 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 which 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 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Divisional Officer or duly authorised cashier.

CONDITIONS OF CONTRACT

Security Deposit and Performance Guarantee: Clause I. The person/s whose tender(s) may be accepted (hereinafter called "The Contractor") shall permit Govt. at 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 the sum already deposited as earnest money, will amount to Security Deposit of 2.5% of the tendered value of the work. In addition the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as performance security, with in a period prescribed for commencement of the work in the letter of award issued to him. Total SD plus PG shall be 7.5% of the tendered value per year.

Such deductions to be held by Government by way of Security deposit plus Performance Guarantee provided always that the Government for this purpose shall be entitled to recover 7.5 % of the amount of each running bill till the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the scales of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Govt. on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of the President of India executed or fixed deposit receipt tendered by the State Bank of India or by nationalized Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India or Govt. Securities (if deposited for more than 12 months) endorsed in favour of the Engineer in-charge any sum or sums which may have been deducted from or raised by sales of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated as part of the Security Deposit.

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

2. The time for and the dates of delivery of the materials mentioned in the tender shall be deemed to be of the essence of the contract and the contractor shall deliver the materials on or before the date mentioned in the tender. 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.

3. In every case in which the payment or allowance mentioned in clause 2 shall have incurred for ten consecutive days, the Divisional Officer shall have the power to 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.
4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Divisional Officer, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Divisional Officer, the contractor shall not claim exemption from the fine leviable under clause 2.
5. The contractor shall give notice to the Divisional Officer/ Deputy Director (A&C) (hereinafter called the Engineer-in-charge) after of his intention of making delivery of materials, and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his assistant, and no material will be considered as delivered until so approved.
6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Divisional Officer (hereinafter called the Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such a position as may be pointed out to him.

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

- 6-A If at 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 are being supplied, he shall make good the same at his own expense and in that event of his refusing or failing to do so, the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.
11. The contractor shall supply at his own expenses tools and plants and implements required for the fulfillment of his contract, and the material shall remain at the rate of the contractor till the date for final delivery unless those shall have been in the mean time removed for use by the Engineer-in Charge. In the event of materials being damaged or destroyed by or in consequence of hostilities of water like operations the contractor shall when ordered in writing by the Engineer in Charges removes any debris from the site, collected or removed to store all serviceable materials salvaged and shall be paid at the contract rates for the work of clearing the site of

debris stacking or 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 Saturday and 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.50/- 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.50/- 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) of the following specification on a suitable plot of land to be approved by the Engineer-in-charge.

- 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 mortar 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 gobri on both sides. The floor may be katcha but plaster with mud gobri 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 water tight.
- b) The contractor(s) shall provide each hut 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 wholesome 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 50/-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 Chief Engineer/Additional Chief Engineer/ Director, NWA, CWC and if the Chief Engineer/ Additional Chief Engineer/ Director, is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chief Engineer/Additional Chief Engineer/ Director willing to act as such arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which this Agreement relates and that in the course of his Agreement relates and that in the course of his duties as such Government servant he had expressed views on all or any of the matters in dispute /difference. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to this contract.
15. On the breach of any term or condition of this contract by the contractor the said President shall be entitled to forfeit the security deposit, or the balance there that may at the time remaining, and to realize and retain the same as damage and compensation for the breach, but without prejudice to the right of the said President to recover any further sums as damage from due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause:

The President means the President of India and his successors.

The Superintending Engineer means the Director (A&C) of NWA

The Divisional Officer means the Divisional Officer/ Deputy Director (A&C) for the time being of the Division concerned. NWA, CWC, Pune-411024

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/ Director (A&C) or Executive Engineer/ Deputy Director (A&C) 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.

OTHER CONDITIONS

- 1.1 The contractor shall have to provide the approved material as per actual listed in the tender of the work to be done with the Engineer-in-Charge at the site of work..
- 1.2 The contractor shall not use products containing any heavy metals in any form. Measures shall be taken in order to prevent danger arising from application of any material. Measures shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping. Adequate facilities shall be provided to enable working staffs to wash during and on occasion of work. The department may require when necessary, a medical examination of workers.
- 1.3 The contractor shall get the materials tested by the Municipal authorities whenever required at his own cost.
- 1.4 The contractor shall not deposit materials on any site which will seriously inconvenience the NWA activities. The Engineer-in-Charge may require the contractor to remove any material which are considered by him to be a danger or inconvenience or cause them to be removed at the contractor's cost
- 1.5 The contractor shall get himself acquainted with the nature of work and satisfy himself about the availability of material for collection and conveyance of material required for work. The contractor's quoted rate should take into account all these factors and will not be allowed any extra lead for collection and conveyance of materials for any reason whatsoever.
- 1.6 The contractor shall confirm to the provision of any Government Acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said acts or laws etc., Pay all fees payable to such authorities and allow for these contingencies in his tendered rates, and all other fees payable to the local authorities.
- 1.7 The rate for all items of work shall unless clearly specified otherwise include cost of all labour materials and other inputs involved in the execution of item.
- 1.8 (a) Tendered rates are inclusive of all taxes and levies payable under the respective statues. However pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by the statue, after the date of receipt of tenders, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Chief Engineer (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/document as the Engineer-in-Charge may require

- (c) The contractor shall, within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating therein
- 1.9 The work executed shall be measured as per metric dimensions given in the schedule of quantities
 - 1.10 Unless otherwise specified all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.
 - 1.11 All material etc., shall be obtained only from authorized dealers approved by the Engineer-in-Charge
 - 1.12 All materials for the work shall be got approved by the Engineer-in-Charge before they are actually procured and used in the work and shall bear IS certification mark. When IS marked materials are not available, the materials used shall be from materials borne on the approved list of CPWD/PWD are to be used due to non-availability. **The materials used shall confirm to IS code or NWA or Public Health specifications.** In such cases quality of such materials shall be approved by the Engineer-in-Charge in writing. All materials not having IS marking shall be as per provisions of the Mandatory Tests relevant IS/ PH specifications.
 - 1.13 All materials which are to be tested before use on the work should be procured at least 5 days before use on the work so that enough time is available for testing them before they are actually used.
 - 1.14 The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor. The testing fee, if any, shall be borne by the Department provided the material passes the test.
 - 1.15 The architectural drawings showing the area based on which the work is to be executed are available with the Engineer-in-Charge can be inspected by the prospective tenderers up to the date of receipt of tenders at this office during working hours.
 - 1.16 Before receiving final payment for the work, the contractor shall give an undertaking to the effect that at his own cost, he will rectify the defects in works, payments and for this purpose the security deposit which may be deemed reasonable by the Engineer-in-Charge shall be retained till one month after end of work as Security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of the Security Deposit shall not invalidate the contract.
 - 1.17 Contractor will have to make his own arrangements for tools and plants required for the work and the department will not supply any tools and plants unless otherwise specified.
 - 1.18 **Local Conditions:** The tenderers should visit the site and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, and also site conditions. Whether the tenderer visits the site or not, he is deemed to have visited the site and ascertained the entire site conditions. The tenderer shall allow in his tender for extras likely to be incurred due to such conditions. No claim shall be allowed on this account, under any circumstances from the contractor.
 - 1.19 The contractor shall consult the Engineer-in-Charge in writing regarding collection and stacking of material in any place other than those approved by the

Engineer-in-Charge. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services or compound wall are to be constructed.

- 1.20 The contractor shall clean the site thoroughly of all rubbish etc., left out of his materials on completion of the work and roughly dress the site round the building/line to the satisfaction of the Engineer-in-Charge
- 1.21 Contractor shall before they give out any work of sub-contract or piece work contract, obtain the written consent of the Engineer-in-Charge as per clause 21 of the main agreement such a written consent shall not be given by the Engineer-in-Charge unless the main contractor executed in writing with the sub-contractor or piece work contract or and agreement which is hereinafter called a subsidiary agreement specifying clearly the nature of work to become, the time limit, the rates, terms and conditions under which it shall be completed. The subsidiary agreement shall also incorporate interalia clause 18, 18A, 19, 19A, 19B, 19C, 19D, 19E, 19F and 20 and central PWD contractors labour regulations of the main agreement and shall be clearly agreed to by both the contractor and sub-contractor or piece work contractor that the extent of the applications of these clause and regulations is the same for both the main subsidiary agreement.
- 1.22 Any damage done by the contractor or his workman to any existing work during the course of execution of the work tendered for shall be made good by him at his own cost.
- 1.23 The contractor shall maintain in good condition all work executed till the completion of entire work.
- 1.24 The contractor should co-ordinate and co-operate with other agencies already working at the site and as well as with any other agencies who may have to work in the same site.
- 1.25 Income tax at the rate of 2%, and sale tax at the rate of 2.1% of the gross amount of the bill will be deducted from the payments that are made to the contractors.
- 1.26 I.S. codes wherever referred, they should be of latest editions and any additions there of only, for consideration for all purpose up to date of receipt of Tenders.
- 1.27 **Stamp duty:** The stamp duty if any chargeable on this contract under the laws of India shall be borne and paid by the Government.
- 1.28 **Programme/ Time Schedules:** The contractor shall, within **seven days** of the date of award submit to the Engineer-in-Charge, the programme/ time schedule of execution.
- 1.29 **Procurement Schedule:** This shall indicate for each material, total quantity for the work and the dates when and how much quantity of the same shall be arranged at the site. In case of manufactured materials, name of the manufacturer from whom proposed to be procured should also be indicated. Manufacturer's name in respect of the manufactured materials can be indicated in the brackets below the concerned material.
- 1.30 **Equipment Mobilization Schedule:** Not applicable
- 1.31 **Labour Mobilisation Schedule:** Sweeper/scavenger, Supervisor, common room Assistant, and labours are to be mobilized as per the requirement indicated in labour deputation schedule.

SCOPE OF THE WORK AND ADDITIONAL TERMS & CONDITIONS:

1. NWA normally organizes about 46 (Approx) training courses in a year and the order shall be placed for each course and work has to be attended for each course separately.
2. The sealed tender should be super scribed as “**Tender for Photocopying, cover page printing and binding of lecture notes**” and should be addressed to the Deputy Director (A&C), Central Water Commission, National Water Academy, CWC, Khadakwasla, Pune – 411 024
3. **The Xeroxing shall be strictly made on super white Ballarpur Copy power75 GSM or higher quality paper. If the paper quality is not matching to this specification whole work will be rejected or proportionate charges will be reduced. Decision of the Engineer- Charge shall be final in this regard.**
4. **Cover page should be digitally printed on 220 GSM Glossy Art Paper, greater than A3 size, multicolor, multi design printing with film lamination on one side**
5. **Book binding for a volume of about 150 to 200 sheets, including stitching, pasting of A3 size cover page, lamination, pressing and cutting edges, smooth finish etc, complete in all respect.**
6. **Brochure should be digitally printed on 250 GSM Glossy Art Paper, of A4 size, multicolor, multi design printing with film lamination on both side**
7. A Soft copy containing the material to be printed on the cover page shall be provided by NWA. However in some cases the agency shall have to collect the hard copy of material for design, convert in to soft form with design as required by NWA, got approved from the concerned course coordinator and then only printing has to be made.
8. The unsatisfactory item/ work shall have to be replaced at the cost of the firm.
9. **The rate quoted shall remain valid for two years with effect from the date of issue of order for Annual Rate Contract. The contract can be extended for another six months at the same rates and terms and conditions. It will be obligatory on the part of contractor to provide services at same rates and terms and conditions for the extended period also.**
10. The quantity mentioned in the schedule is an approximate quantity. It may vary depending on the number of training courses and number of volumes in each course.
11. The supply order shall be placed training course-wise in installment over a period of one calendar year with effect from the date of issue of order/entering into Annual Rate Contract. Approximately 46 such courses have been proposed during one year.
12. The tenders not matching the specifications shall be rejected summarily
13. **The rates should be quoted inclusive of all taxes, levies, collection, delivery, transportation charges etc. complete in all respect.** The rates should be quoted as per the Annexure-I attached. No extra payment on any other account will be made. Proof for registration and payment for VAT and service tax has to be shown to NWA for the claim

14. Laser printed hard copy shall be issued for photocopying and all the photocopied material should be of laser equivalent quality, clarity and visibility and free from any unwanted spots, patches, dots etc. All such material shall be rejected and no payment will be made till the defective material rectified or penalty of 20% of the cost of work for substandard material will be imposed.
15. Normally the work must be completed within 6 days from the date of firm order. However, **in certain circumstances, the work may have to be completed within 3 days.**
16. The notes/material to be copied shall be collected from NWA office and delivered back at NWA the bound volume of lecture notes along with the original lecture note within 6 days. **However, in certain circumstances, the material will have to be delivered within 3 days. Penalty of Rs 500/- will be imposed for each day of delay.**
17. All the lecture notes cover page design, etc are copy right of NWA and any misuse without the permission of NWA shall attract imposition of penalty of Rs 1000/ per occasion.
18. In case of breach of any of the terms and conditions of this NIT or failure on the part of bidder to provide satisfactory service, the EMD/Security Deposit is liable to be forfeited.
19. The firm must confirm to all the terms and conditions of this NIT. A tender is liable to be rejected if the firm puts its own terms and conditions.
20. Evaluation of tenders shall be made on the basis of the total cost of all the items combined together and not on the individual item basis.
21. Rates once quoted should not be revised and those firms, who revise their rates or fail to supply the materials during the period of contract, will liable to forfeit their EMD/ Security Deposit.
22. **The quotation must be submitted in the format at Annexure-I. The rate should be indicated in both figures and words. Corrections, if any in the quotation shall be made by initialing, dating and re-writing. No overwriting is allowed.**
23. **The price should be inclusive of material, photocopying, transportation, supply, of item etc. complete in all respect** as per this office direction. Any damage occurred during this process should be borne by the agency itself.
24. The full and final payment will be made within about 20 days after full supply/ work of all the items in complete or on submission of pre-receipted bills in triplicate, whichever is latter, through NEFT on Canara Bank, Khadakwasla, Pune for local agencies. No advance payment shall be made on any account
25. **The quantity indicated is tentative only and is likely to vary.**
26. The purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed; and conform to the terms and conditions and specifications.
27. The purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered lowest evaluated price.
28. The bidder, whose bid is accepted, will be notified of the award of the contract by the purchaser prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.

29. After photocopying and finishing the items should be shown to the undersigned or his representative for check/ inspection and approval. If necessary, the qualities of material are to be proved by the agency.
30. The offer of the tenderer should contain the following documents :-
 - a) Tender document duly signed and sealed by the tenderer.
 - b) Schedule duly filled in.
 - c) Earnest Money Deposit
 - d) Certificate showing the exemption from paying EMD (if exempted).
 - e) List, addresses and telephone Nos. of the firms and organizations and copy of orders (Govt. Depts.) for which the similar type of work as in Para. 1 of NIT has been carried out.
 - f) Documentary proofs showing the eligibility of the bidder. (The eligibility criteria has been given at Clause No. 1.3 of NIT of this tender document)
31. Issue/sale of this tender document to a contractor does not make him automatically eligible for this tender. It is the responsibility of the contractor to prove his eligibility by submitting necessary documentary proofs along with the tender. A tender from ineligible contractor will be rejected. Tenderer shall indicate the locations of their registered office, service centers, stores etc. with names and designation of the Head of Departments of such centers, their addresses and telephone Nos. in the offer.
32. Tenderer shall assure in writing that the firm/organisation is not likely to change their locations within the period of contract and subsequent warranty period and if they do so, the same shall be intimated to the NWA authority.
33. Tax Deduction at Source (TDS) (for income tax and sales tax) will be effected from their payments as per the rule in force.
34. All the above-mentioned terms and conditions are mandatory and tenderer/bidder shall abide by all the above stated conditions. The bidder shall give an undertaking to the effect that he agrees to abide by all the terms and conditions as stated in the Tender Document.

Deputy Director (A&C)

TENDER FOR THE WORK OF PHOTOCOPYING, COVER PAGE PRINTING AND BINDING OF LECTURE NOTES

I/We hereby submit my tender for “PHOTOCOPYING, COVER PAGE PRINTING AND BINDING OF LECTURE NOTES” for the President of India as described under according to the specifications within the time specified and at the rates specified therein subject to the terms and conditions of the tender.

SI No	Description or specifications of the material to be supplied	Tentative Quantity per year	Rate (Rs)	Unit	Amount in Rs.
1	Xerox A4 size				
a)	Back to Back (one paper and two exposures).	177650		Each	
b)	Single Side (one paper and one exposure)	25840		Each	
c)	Colour Xerox (one paper one exposure)	100		Each	
d)	Colour Xerox (one paper two exposure)	100		Each	
2	Xerox A3 size				
a)	Back to Back (one paper and two exposures).	25		Each	
b)	Single Side (one paper and one exposure)	25		Each	
c)	Colour Xerox (one paper one exposure)	25		Each	
3	Spiral Binding	238		Each	
4	Cover page designing, printing, lamination, binding and edge cutting, per volume A3 size single side.	3230		Each	
5	Cover page designing, printing, lamination, binding and edge cutting, per volume A3 size both side.	25		Each	
6	Brochure - digitally printed on 250 GSM Glossy Art Paper, of A4 size, multicolor, multi design printing with film lamination on both side	200		Each	
				Total	

Total (Rupees _____) only

Should this tender be accepted, I/We hereby do agree to abide by and fulfill all the terms and conditions annexed hereto so far as applicable and or in default thereof to forfeit and pay to the President of India or his successor the sum of **Rs. 20858/- (Rupees Twenty Thousand Eight Hundred Fifty Eight only)**.

The material shall be collected from NWA and after the work, delivered at NWA, Khadakwasla(R.S.), Pune – 411 024.

I/We further agree that the said President of India or his successor in office shall also be at liberty to cancel the acceptance of tender if I/We fail to deposit the Security Deposit aforesaid.

Seal and Signature of bidder

Address

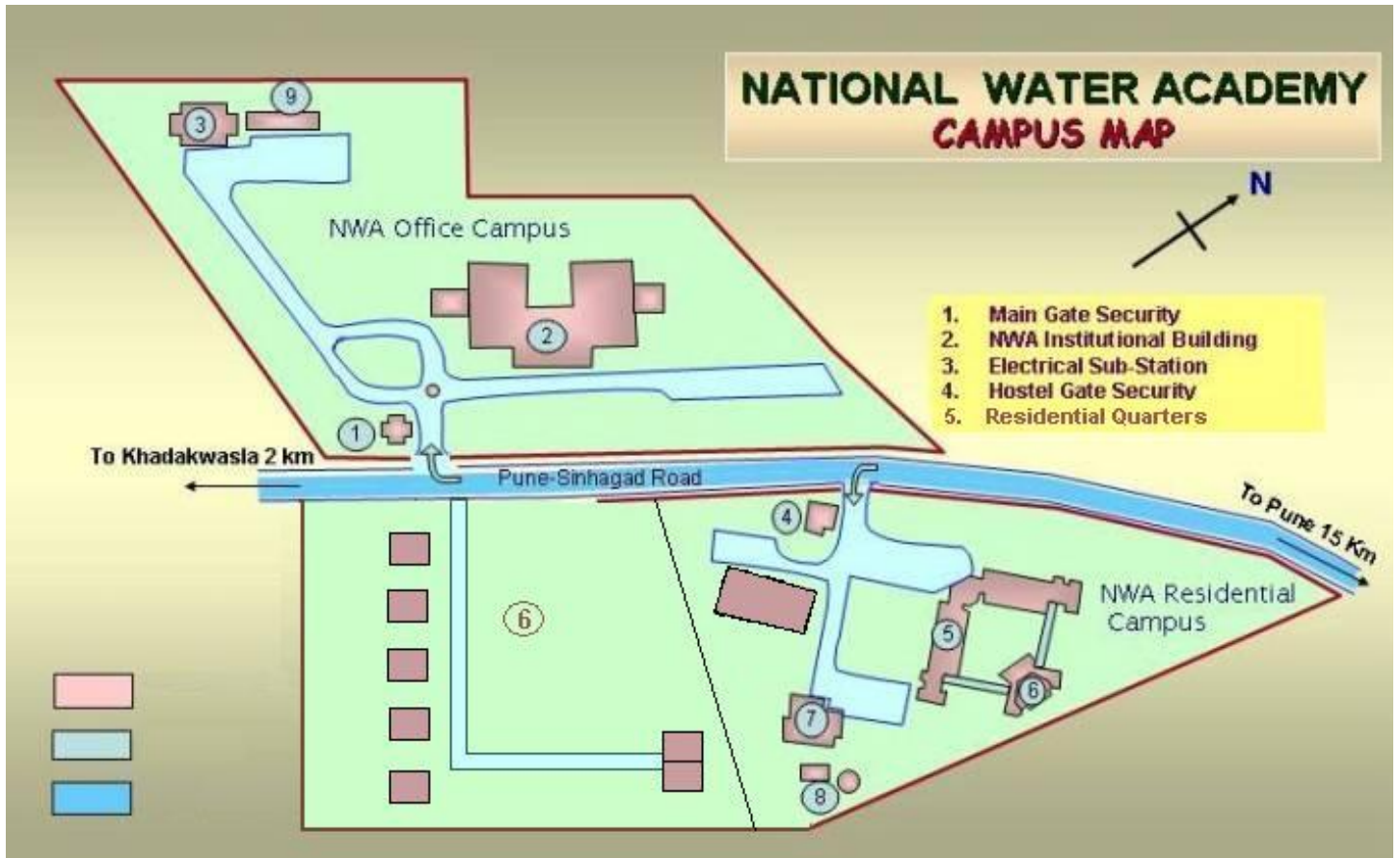
Date

Signature of Witness

Address

The above tender is hereby accepted by me on behalf of the President of India.

Signature of the officer



Signature of the Contractor

30

Signature of the Dy. Director (A&C)