



भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित
National Cooperative Consumers' Federation of India Ltd
(Under Ministry of Consumer Affairs, Food Public Distribution)

201, Poonam Plaza, 694/2B, Market Yard Road, Pune - 411037
Phone: 020-24275787, Mob - 7065085780 E- mail id: nccfpune@gmail.com



NCCF/PUNE/BUSS/2022-23

Date – 06.01.23

SHORT TENDER NOTICE

Pune Branch of NCCF invites Tenders from Empaneled Business Associates of NCCF for following work.

1-Name of Work - Muktainagar Lift Irrigation Scheme - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

2- Estimated Cost of work - Rs. 37,22,669/-

3- Cost of Tender Documents – Rs 2000/- + 360 /-(GST)

4-Earnest Money Deposit (EMD) by online payment or through DD (No interest will be paid) – Rs .38,000/-

5-Date and Time of start of Tender Submission – 30.12.2022 10.00 AM.

6-Last Date and Time of Tender Submission –12.01.2023 at 05.30 PM.

7-Date and Time of Tender Opening - 12.01.2023 at 06.00 PM.

8-Place of Tender Opening- Office of Branch Manager Pune, NCCF

9-Account Details for Depositing EMD

Name of Account Holder- NATIONAL CO-OP CONSUMERS FED

Account Number- 16840200000608

Name of Bank and branch- UCO Bank MUKUNDNAGAR-PUNE.

IFSC Code - UCBA0001684



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201, Poonam Plaza, 694/2B, Market Yard Road, Pune - 411037
Phone: 020-24275787, Mob - 7065085780 E- mail id: nccfpune@gmail.com

Terms and Conditions:

- 1-For all works having estimated cost of work more than Rs 5.0 Lakh value, Bidders must have an Experience of successful completion of similar nature of work of minimum 25 % of the Tender value in last 5 years. Completion certificate of Competent Authority of Concerned Department shall be enclosed.
 - 2- Selection of the bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
 - 3- NCCF Shall be at liberty to distribute 40 % of the total tendered quantity of materials amongst other than L1 bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.
 - 4- NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.
 - 5- First Preference shall be given to the empaneled Business Associate of Tendering Branch of NCCF. Second preference (in case of absence of valid Business Associate of Tendering Branch) shall be given to Empaneled Business Associates of other NCCF Branches and third preference shall be given to Non-Empaneled Business Associates with a condition that they shall apply for empanelment with NCCF within a week of being declared successful bidder by submitting required documents as per NCCF Business guidelines and get themselves empaneled with NCCF before issue of formal Letter of Acceptance.
 - 6-All successful bidders will have to deposit a Security Deposit (SD) of 2 % (Nil for empaneled suppliers of NCCF for works up to Rs 10.0 Lakhs) of awarded value. EMD of successful bidders can be included as SD whereas in case of unsuccessful bidders, it will be refunded. No interest will be paid on SD money.
 - 7-NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.
 - 8- Terms and conditions would remain same as mentioned in the tender schedule enclosed herewith.
- DATED – 06.01.23.

6/1/23

BRANCH MANAGER
National Cooperative Consumers' Federation of India Ltd

जितिन ग्रोवर / Jitin Grover
शाखा प्रबंधक / Branch Manager
201, POONAM PLAZA, (Page 2 of 2)
MARKET YARD ROAD, PUNE-411037



TAPI IRRIGATION DEVELOPMENT CORPORATION, JALGAON
(A Government of Maharashtra Undertaking)

Jalgaon Irrigation Project Circle, Jalgaon

Name of Division: - Jalgaon Medium Project Division 1, Jalgaon

Tender Documents

Volume - I

Name of work: - Muktainagar Lift Irrigation Scheme - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

Rs. 37,22,669/-

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Name of Work: **Muktainagar Lift Irrigation Scheme** - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

Tender Cost: **Rs. 37,22,669/- (In Words Rs. Thirty Seven Lakhs Sixty Twenty Two Thousand Six Hundred Sixty Nine Only)**

Draft E-Tender Paper submitted for Approval.

All Calculations are arithmetically and all specifications are technically correct. All accounts related subjects of the DTP are checked as per latest Government Resolutions.

"Recommended for Approval Please"

**Assistant Executive Engineer,
Sardar Sarovar Divisional Cell No.2,
Bhusawal**

**Divisional Accounts Officer Gr. I
Jalgaon Medium Project Division No.1,
Jalgaon**

"DTP Approved For Rs. 37,22,669/- Date / /202

**Executive Engineer
Jalgaon Medium Project Division No.1
,Jalgaon**

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TENDER DOCUMENTS FOR

Name of work :- **Muktainagar Lift Irrigation Scheme** - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon
(Estimated Cost Rs. 37,22,669/-)

Issued to :- -----

Registered in Class :- -----

Valid Up to :-

Online Payment :- -----
Receipt No.

Name of Bank & Date :- -----

On dated :- / /2022

Divisional Accounts Officer (Gr-I)
Jalgaon Medium Project Division 1,
Jalgaon

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Tapi Irrigation Development Corporation Jalgaon

(Undertaking of Maharashtra Govt.)

Jalgaon Medium Project Division No.1, Jalgaon

Telephone No.0257-2261885

E- Tender Notice No.08 For 2022-23

Eligible contractor for the following work is hereby notified that the offer in B-1 Form for the following work is invited by Executive Engineer, **Jalgaon Medium Project Division No.1**, Jalgaon. The Eligible contractors intending to offer for this work hereby requested to down load the Tender papers from the web site (<https://mahatenders.gov.in>) of Government of Maharashtra.

Blank Tender Form is available on above Govt. website from date **30/12/2022 (10.00 Hrs.) to 13/01/2023** (17.45 Hrs.). While submitting the tender document, Tender Fee and EMD to be deposited receipt of online through e-payment gate way of web site (<https://mahatenders.gov.in>) is required to be uploaded along with tender document upto date **16/01/2023** (17.45 Hrs.)

Sr No	Name of work	Estimated Cost	Class of Contractor	Time limit	EMD	Blank Tender Fee
1)	Muktainagar Lift Irrigation Scheme - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon	Rs. 37,22,669/-	Eligible contractor	04 Month	38,000/-	2360/-

Note: - Regarding any doubts, please contact on. Ph.No (1800-3070-2232)

Note :- The bidder or his authorized representative should be present at the time of tender opening otherwise any type of dispute regarding tender opening will not be entertained after that.

Executive Engineer,
Jalgaon Medium Project Division
No.1, Jalgaon.

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DETAILED TENDER NOTICE

TAPI IRRIGATION DEVELOPMENT CORPORATION, JALGAON

1. INVITATION :

1.1 e - Tender in B-1 form are invited by the Corporation, from the experienced contractor for the work details of which are given in Annex-A of this section.

1.2 Definitions and interpretations :

In this tender document the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- a) "Corporation" shall mean the Tapi Irrigation Development Corporation, Jalgaon acting through its Executive Director, as defined in Maharashtra Act XVIII of 1997.

Tapi Irrigation Development Corporation, Jalgaon. Is a body corporate constituted under the Maharashtra Act XVIII of 1997 & has been established by the notification published in the Gazette Irrigation Department dated 4/12/1997. The head quarter of the Tapi Irrigation Development Corporation, Jalgaon (TIDC, Jalgaon for short & hereinafter referred to only as Corporation) is at Jalgaon.

The official postal address for correspondence is

The office of the Executive Director,

Tapi Irrigation Development Corporation,

Sinchan Bhavan, Near Akashwani Chowk, N. H. No. 6,

Jalgaon - 425 001.

General Information :

The functions and power of the corporation have been listed in the Maharashtra Act XV of 1996. In general, it has been entrusted with the work of investigation, planning, Designing of projects, maintenance of completed projects, construction of projects and irrigation Management of the Major, Medium and Minor projects (command area more than 250 Ha.) in the Tapi River Basin. The projects comprise irrigation, hydroelectric projects along with the command area development, and multipurpose schemes. During the project time slice, it is expected to increase the performance efficiency of the completed projects and to complete further ongoing and new works, so as to utilized the 326.26 TMC of water from Tapi basin

Contractor

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- b) Chief Engineer shall mean Chief Engineer, Tapi Irrigation Development Corporation, Jalgaon.
- c) "Engineer/Engineer-in-charge" shall mean the Executive Engineer in charge of the works and shall also include the superior Officer of the Engineering Departments of the Corporation, i.e. the Superintending Engineer of respective Circle or the Chief Engineer.
- d) "Engineer's Representative" Shall mean the sub Divisional Engineer/ Assistant executive Engineer/ Sub- Divisional Officer/ Assistant Engineer (Grade I) who is in direct charge of the works and shall include any Civil Engineer of the Corporation.
- e) "Contractor" shall mean the Person, firm or company who enter into contract, with the Corporation and shall include their executor, administrator, successor and submitted assignees.
- f) "Contract" shall mean and include agreement having three volumes as below:
Volume- I Tender Document &
Specification & Drawings.
- g) "Work shall mean the work to be executed in accordance with contract.
- h) "Specifications" shall mean the specifications for material and works as specified in Volume-II of the contract.
- i) "Drawing shall mean prints of the maps, drawings, plans in Volume-III of the contract and shall include and modifications of such drawing and any further drawings as may be issued by the Engineer in charge from time to time.
- j) "Site" shall mean the land and the other places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation.
- k) "Defect(s) liability period" shall mean from the date of issue of completion certificate by the Engineer in charge.

Singular and Plural :

Works imparting the singular number shall also include the plural and vice versa where the context requires.

Contractor

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Heading and Marginal Heading.

The headings and the marginal headings in the contract are solely for the purpose of facilitating references and shall not be deemed to be part there of or taken into consideration in the interpretation or construction there of or of the contract.

1.3-A e-Tendering Instruction to Applicants :

1. Detail tender notice can be seen on the notice board in the Executive Engineer office, (Copy can be obtained free of cost from Executive Engineer on request). Blank tender booklets are available on the Government of Maharashtra website (<https://mahatender.gov.in>) The competent authority reserves all rights of rejecting any one or all tenders without assigning any reason.
2. The cost of Tender Document Form and EMD Fee shall be deposited in the SBI A/c of Executive Engineer, Jalgaon Medium Project Division 1, Jalgaon through modes like SBI Net Banking/NEFT/RTGS within stipulated date and time otherwise the documents loaded on site can not be considered for evaluation.
3. It is necessary to give the undertaking as follows “**Contractor are not allowed to make any change in tender documents downloaded from website. If it is found so the tender of such contractor shall be rejected and the contractor who made such changes are liable for action as per Rules**”. Tender documents published on Government website are considered as authentic and legal documents in case any complaint about the tender.
4. It is necessary to give undertaking as follows “**I have seen and studied detailed drawings/specification/tender of works on website. It is part of tender documents. I have filled tender by considering all these drawings. I am ready to sign on the drawings/specification/tender before depositing initial security deposit and taking work order if my tender be accepted.**”

Contractor

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5. Bidder should do Online Enrolment on (<https://mahatender.gov.in>) Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
6. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder should arrange for the EMD as specified in the tender and EMD to be deposited Online/NEFT/RTGS within the stipulated date and time. The scan copy of receipt of online/NEFT/RTGS is required to be uploaded along with tender document.
8. The Bidder has to submit (Upload Scan Copies / fill) his offer / credentials online as required in the Bid Capacity Assessment Form / tender in the online templates in relevant cover. The scan copy of receipt of online/NEFT/RTGS is required to be uploaded along with tender document before last date and time of online submission of main tender documents.
9. The Bidder may refer E - Tendering Tool Kit and Online payment Procedure available on <https://mahatender.gov.in>.
11. ~~Pre-tender conference of prospective tenderer who have downloaded the blank tender form will be held in the Office of Chief Engineer, Tapi Irrigation Development Corporation, Jalgaon, Near Akashwani Chowk, Jalgaon. Superintending Engineer will issue clarifications (if any) on line. These clarifications, referred as "common set of conditions" uploaded on the web site shall be the part of Main Tender Document. Bidder shall submit, the same with Main Tender Document on line.~~

Contractor

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KEY DATES.

Particular	DD	MM	YYYY	Hr.	Mins
Publishing Date	30	12	2022	10	00
Document Sale Start Date	30	12	2022	10	00
Document Sale End Date	13	01	2023	17	45
Seek Clarification Start Date	-	-	-	10	00
Seek Clarification End Date	-	-	-	17	45
Geo-Tagging Start Date	02	01	2023	10	00
Geo-Tagging End Date	06	01	2023	17	45
Bid Submission Start Date	30	12	2022	10	00
Bid Submission End Date	13	01	2023	17	45
Bid Opening Date	16	01	2023	10	00

The contractor shall study the guidelines regarding e – tendering to get clarify e-tendering procedure.

**Guidelines to Contractor Regarding Government of Maharashtra
e – tendering system.**

These conditions will over-rule the conditions stated in the Tender Documents, wherever relevant and applicable. However, in case of dispute on any contradictory meaning of two or more clauses, decision of the Superintending Engineer shall be final and binding on both parties.

The Experience Contractor having experience of similar type of works at remote dam sites in WRD, Government of Maharashtra are eligible to participate in Open Tender process and are required to get enrolled on the Portal <https://mahatendeRs.gov.in> and get empanelled in relevant sub portal. After submitting their enrollment request online, the enrollment shall be required to be approved by the Representative of the Service Provider. After the approval of enrollment, the Contractor shall have to apply for empanelment online which shall be required to be approved by the Nominated Authority of the Department.

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Maharashtra may process 'OPEN' Tender in which eligible Contractor may enroll on the Portal in 'OPEN' category to participate in such Tenders. The online Enrollment of such Contractor shall be required to be approved by the Representative of the Service Provider.

The approval of enrollment of Contractor is done by the Representative of the Service Provider upon submission of mandatory documents by the Contractors. The Contractor may obtain the list and formats of required documents from the Nodal Officer of e – Tendering System for Government of Maharashtra / Service Provider.

Obtaining a Class II – Digital Signature Certificate :

The Bids required to be submitted online should be signed electronically with a Class II – Digital Signature Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an approved Certifying Authority, Authorized by the Controller of Certifying Authorities, Government of India.

A Digital Signature Certificate may be used in the name of Authorized Representative of the Organization. A Digital Certificate is issued upon receipt of mandatory identity proofs. Only upon the receipt of the required documents, a Digital Signature Certificate can be issued.

Bid for a particular Tender may be submitted only using the Digital Signature Certificate, which is used to encrypt the data and sign the hash during the stage of Bid Preparation and Hash Submission. In case, during the process of a particular Tender, the Authorized User loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.) ; he / she may not be able to submit the Bid online. Hence, the Authorized User is advised to back up his / her Digital Signature Certificate and keep the copies at safe place under proper security to be used in case of emergencies.

In case of online tendering, if the Digital Signature Certificate issued to the Authorized User of a Firm is used for signing and submitting a Bid, it will be considered equivalent to No objection certificate / power of attorney to that User. The Digital Signature Certificate should be obtained by the Authorized User enrolling on the behalf of the Firm on the e – Tendering System for Government of Maharashtra.

Unless the Digital Signature Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tender processed by the Maharashtra as per Information Technology Act-2000. The Digital

Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partner of the Firm to inform the Certifying Authority or sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

- The same procedure holds true for the Authorized User in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company. **(process of procuring Digital Certificate will take minimum 4 / 5 days)**

Set up of Computer System :-

In order to operate on the e – Tendering System for Government of Maharashtra the User's Computer System is required to be set up. A Help File on setting up of the Computer System can be obtained from the Service Provider or downloaded from the Home Page of the Portal <https://mahatender.gov.in>. The Bidder may refer e – Tendering Tool Kit available online to perform their online activities as mentioned below. In case of any query he may contact Help Desk for the same.

Online Viewing of Detailed Tender Inviting Notice :-

The Contractor can view the detailed Tender Inviting Notice and the detailed Time Schedule (Key Dates) for the entire Tender processed by Government of Maharashtra using the e–Tendering System for Government of Maharashtra on <https://mahatender.gov.in>.

Online Purchase / Download of Tender Documents :-

The Tender documents can be purchased / downloaded by eligible Contractor from the e–Tendering System for Government of Maharashtra available on <https://mahatender.gov.in>.

Submission of Earnest Money Deposit :-

Contractors have to deposit the Earnest Money Deposit Online through e-payment gateway available on website (<https://mahatender.gov.in>). Within the stipulated date and time from his own bank account. Contractor are required to keep Online Payment Receipt of Earnest Money Deposit ready as the details of the Earnest Money Deposit instrument are required to be entered during the bid preparation and

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hash submission stage. The details of the Earnest Money Deposit shall be verified during the tender opening event.

Opening of Electronic Bids: As per Tender / Prequalification Documents for details.

Key Dates :-

The Contractor are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the Tender Inviting Notice for each activity. All the online activities are time tracked and the e-Government Procurement System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Notice Inviting Tenders.

ELIGIBILITY :-

Blank E – Tender Paper will be made available on line, on web-site of Government of Maharashtra (issued) to that contractor who would satisfy the following criteria.

The Experience - Contractor having experience of similar type of works at remote dam sites in WRD, Government of Maharashtra who furnish following scanned certificates along with the e – tender.

- ~~I Certificate that the contractor has a registered office as on 31/12/2014 in the State of Maharashtra issued by registrar of companies, Maharashtra / Registrar of firms Maharashtra respectively under the Indian companies Act.1932 (Amended from time to time) and in the case of sole proprietor hip firm / individual contractor (s) latest valid IT-Return & MOU Registration in which the name of sole proprietor firm / individual and address in the State of Maharashtra appear, supported by an affidavit to that effect.~~

(Deleted)

- II Certificates of satisfactory completion of at least ten similar type works. These Certificates must have to be signed by the officer not less than the rank of Executive Engineer (in charge of the work) of Water Resource Department, Government of Maharashtra.

[And as per the conditions laid down in Govt. Resolution Water Resources Department Govt. of Maharashtra date 30/11/2018 for tendering procedure](#)

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DETAILS OF WORK :-

The estimated cost, earnest money deposit, period of completion of work & other information is given in Annexure 'A' of this section.

ISSUE OF BLANK TENDER FORMS ON WEB-SITE :-

Tender document for this work shall be made available on the Government of Maharashtra website (<https://mahatender.gov.in>). If the required online payment of tender fee and EMD are not found, tender shall not be opened and treated as non-responsive. Also tender on percentage basis in BOQ form shall be made available online.

Similarly, contractor shall not tamper with or change any matter in the document or common set of conditions (if any) which are to be submitted by him online. Otherwise tender (s) shall be rejected outright and shall be liable for penal action.

However, an undertaking that **“If any controversy arises, documents on web-site of Government of Maharashtra <https://mahatender.gov.in> shall be deemed final and binding to the contractor and the same shall be part and parcel of the tender documents,”** be submitted along with the submission of tender.

Also, if contractor could not download drawings from the web-site for a reason or other, an undertaking that **“Tender is submitted by me (contractor) on the basis of drawings (which are part and parcel of the tender) pertaining to this work, seen on the said web-site of Government of Maharashtra. If my tender is accepted. I will sign drawings / Tender/Specification before paying initial security deposits and issue of work order.”** Be submitted along with the submission of tender on-line.

Each and every undertaking submitted by the contractor shall be part and parcel of the tender documents.

Blank Tender Forms shall be made available to those contractor as explained in Para 2 above. The name of office, the period of availability of Bid Capacity / Pre-Qualification Booklet and Tender Forms on web-site and their costs are given in Annexure 'A' of this Section. Payment by Cheque will not be accepted.

Pre-Tender Conference

(Applicable for the works costing above Rs. 150.00 Lac)

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It is not required to call for pre-Bid conference of the contractor. If there are any queries pertaining to the tender conditions, contractor shall upload there queries online on "Seek Clarification Option" provided at web site (<https://mahatender.gov.in>) Contractors are entitled to upload their queries online 7 days before uploading of tender document online.

Executive Engineer in charge of work shall upload comments on above web site duly approved by the competent tender accepting authority. These common sets of deviation (CSD) shall become part of tender document.

If the queries raised by the contractor are not replied within stipulated time of submission of tender online, in such circumstances it will be related that there are no any changes in tender conditions and accordingly contractor shall upload there tender document.

REVISION OR AMENDMENT OF e-TENDER DOCUMENTS :

Right is reserved to revise or amend the tender documents prior to last date notified for the issue of tender and such revisions or amendments or extension shall be communicated to all concerned by post and by notice in the press as may be considered suitable.

Tenderer shall be presumed to have carefully examined all documents, forms, statements, special conditions, schedules, drawings and specifications of contract and to have fully acquainted himself with all details of the site, his own quarries for rubble, sand earth work etc. locations of materials, river and weather characteristics and labor conditions in general and with all the necessary information and data etc. pertaining to and needed for the work prior to tendering of the work.

MANNER OF ON-LINE SUBMISSION OF e – TENDER AND ITS ACCOMPANIMENTS :

Tender is to be submitted on-line on the Government of Maharashtra website (<https://mahatender.gov.in>) in two separate e-envelopes. The tenderer shall submit the e – Tender and e – Documents in two CoverRs.

Cover NO.1 :-

Note :- Only Scan Copy of Original Certificate will be considered

The first envelope on the portal as clearly marked as 'Fee/PreQual/Technical' "Cover No.1" shall contain the following documents duly scanned and uploaded.

- I) Detail of online deposit of tender fee & earnest money through payment

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gateway by the bidder by modes Online e-payment gate way available on web site (<https://mahatendeRs.gov.in>) transfer of bank having core banking facility as stated in 1.3 of Annexure 'A' **Certificates of exemption for payment of earnest money shall not be accepted.** Actual payment receipt of EMD deposited online through e-payment Gateway available on website (<https://mahatender.gov.in>) shall be uploaded with tender documents within stipulated date and time.

- II) Since it is the special work in the field of digital electronics which is related to dam safety, bidder must upload Scanned copies of minimum 10 (Ten) work done certificates duly signed by not less than Executive Engineer rank officer, indicating satisfactory installation of similar type of work (Security monitoring & supervision or remote surveillance system at remote dam sites in Envelope No.1. The main component, heart of the system NVR (Network Video Recorder) must be OEM (Original equipment manufacturer's) & must upload MAF (Manufacture's Authorization Form of specified companies along with CE, BIS & FCC certifications. And as per the conditions laid down from time to time as enacted by Govt. of Maharashtra water Resources Department..
- III) Goods and Service Tax Registration certificate under MGST Act-2017 and CGST Act-2017
- IV) Deed of partnership or Article of association and Memorandum of Association for Limited Company, duly registered with Head Office in Maharashtra.
- V) Details of Technical Personnel's with tenderer (Performa in Appendix 'A')
- VI) Details of minimum ten works of similar type carried out by the contractor (Performa in Appendix "C" of the tender form) duly certified by the Executive Engineer of WRD Maharashtra under whom the works were completed.
- VII) Details of other works tendered for and in hand with the tenderer, the value of work unfinished on the last date of submission of the tender. The certificates from the head of offices under which the works are in progress should be enclosed (Performa in Appendix "D" of the tender form). The Performance of contractor should be satisfactory.
- VIII) Power of attorney if applicable.
- IX) Professional Tax certificate (Performa in appendix-I of the tender form) valid on date of receipt of the tender

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- X) ~~Attested copy of Registration under Employees Provident Fund Act and challans for up to date payments for Class I & II Contractor (Contractor should be duly registered with the Commissioner of Employees Provident Fund) (Deleted)~~
- XI) Undertaking As per Appendix-'K' **“when there is shortage of funds in TIDC, Jalgaon, I/we shall not be entitled to any compensation from the Corporation.”** This condition will be treated as part and parcel of contract documents.
- XII) Amount of Main Tender documents to be deposited Online e-payment gate way available on web site (<https://mahatender.gov.in>) within stipulated date & time. The scanned copy of online Receipt shall be uploaded with e-tender document.
- XIII) Undertaking against tampering with or changes made in the tender documents made available by the department, on the web-site (as referred under 4: issue of blank tender forms of web site above) As per Appendix-'L'
- XIV) Undertaking about signing the drawings pertaining to this tender /drawing/specification before work order, if the tender is accepted. (as referred under 4:ISSUE OF BLANK TENDER FROMS ON WEB-SITE above), As per Appendix-'M'
- XV) All scanned documents required to be submitted on-line as said above, shall be kept ready at the time of opening to Tender.
- The Contractor shall have to produce the certificate of Registration under sub-section (1) of section 5 of Maharashtra Sale Tax on Profession Trade, Callings and employment Act 1975 (see Rule 3 (2) from the Professional Tax Officer of the concerned district. The Contractor shall have to submit information regarding proof of payment of professional Tax and clearance certificate in the format vide Appendix -I. The list of all the employees shall also be enclosed in the same format as prescribe in appendix "A" which shall include office and the field staff and those operating machinery and equipment.
- XVI) Certificate -A as stipulated in Condition No. 14-A (iv) of Detailed Tender Notice.
- XVII) The tenderer shall submit on non-judicial stamp paper of Rs.100/- on agreement in the form of Appendix "J" for due and fulfillment of the contract. The tender will not be accepted in absence of such agreement.
- XVIII) Contractor or their authorized signatory are required to upload scan copy of under taking in the shape of affidavit on Rs. 500/- stamp paper regarding trueness of all the paper uploaded along with tender document in the format annexed herewith in Appendix-N of this document. It will have to be produced in original on the date of acceptance of tender and this document

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also will be the part of tender document. Contractor will be liable to take penal action against him as stipulated in Government of Maharashtra Resolution WRD Department Marathi Gr. No. Nivida 0417/(Pra.Kra 247/17) Mopra-1 Date.30/11/2018. And G.R. Date.12/12/2018 bearing the same number and all other relevant points enumerated in both GR's.

XIX) Geo Tag authority letter with photo

Note :-

The contractor will remain solely responsible for the genuineness and correctness of the documents and information given in envelope No.1, documents submitted with bills. If any time it come to notice to department that contractor has submitted any false documents only he will be held liable for legal action and contractor will not be able to participate in the tender process for the next three year in water resources department **No other officer/ employees will be held responsible for contractor wrong doings.**

Cover No.2 : (Financial)

The second e-cover clearly marked "**Financial Cover No.2**" shall contain the main tender including common set of conditions / stipulations made available on web-site by the Corporation after the seek clarification. A Tender submitted on-line without this would be considered as invalid.

The tenderer should quote his offer in the form of "**Percentage Below or Above**" of estimated cost given in Schedule 'B' at appropriate place and in the appropriate template in the portal. He should not quote his offer anywhere directly or indirectly in Envelop No.1, failing which the Envelop No.2 shall not be opened & his Tender shall stand rejected. The contractor shall quote for the work as per details given in the main tender and also based on the common set of conditions issued / additional stipulations made by the Corporation as informed to him on line on the web site (<https://mahatender.gov.in>). The tender shall be unconditional. **Contractor shall not upload scanned tender copy**

Envelope No.2 (Financial Bid) The copy of the clarification uploaded on the web site and letter regarding satisfaction of contractor should be submitted by the contractor.

Note :- Bidder shall upload certificate including that , he is in acceptance of all the conditions and clauses laid down in the tender document

e – SUBMISSION OF e – TENDER :-

The two sealed Cover No.1 & 2 viz Technical and Financial shall be submitted as per schedule of Annexure-A .

ONLINE OPENING OF TENDER :-

On the date specified in the tender notice, following procedure will be adopted for opening of the tender.

TECHNICAL Cover No.1

First of all, TECHNICAL Cover No.1 of the tenderer will be on-line opened to verify

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its contents as per requirements. For the purpose of this particular contract, the tenderer shall meet the requirement as stated at Sr.No.8 in Annex-“A” of this section. If the various documents contained in this ‘Envelope’ do not meet the requirements of the department or if the work done certificates of similar type of works at remote dam sites from the Executive Engineer, Govt. of Maharashtra and the MAF from the OEM along with CE, BIS & FCC certifications of specified items are not uploaded then a note will be recorded accordingly by the tender opening (on-line) authority, and the said tenderer Cover No.2 will not be considered for further action, and the same will be recorded. The decision of the tender opening authority shall be final in this regard and binding on the contractor.

COMMERCIAL Cover No.2

As per Govt. order No. Tender 0411/(247/17)/MP-1, Date.30/11/2018 after evaluation of technical qualification financial Cover No.2 Will be opened of those Bidder whose contents of Technical Cover No.1 Will be found to be acceptable to the department and who will satisfy the criteria set for evaluation. Then the tender percentage above/ below shall be read out in presence of the present Bidders.

INSTRUCTIONS FOR SUBMISSION OF TECHNICAL Cover No.1

EARNEST MONEY

- a) All tenderer shall pay entire EMD as below :

The tenderer have to pay the entire EMD Amount through e-payment gateway online Provided on web site (<https://mahatender.gov.in>)

- 1) The scanned copy of details of deposit/ transfer has case may be shall be uploaded along with the e-tender document before the expiry of last date and time of submission of e-tender online.

This Earnest Money shall not carry any interest, whatsoever. This Earnest money will be refunded in case of tenderer whose tender are not accepted, only after completion of all formalities in respect of acceptance of the tender or in case of expiry of validity of offer, when specially withdrawn by the tenderer. In case of successful tender, Earnest Money will be refunded in after completion of contract documents and payment of security deposit as per provision made in Para-8 (ii) Security Deposit, or converted into security deposit, if required.

- b) **SECURITY DEPOSIT**

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- a) A sum as mentioned in printed B-1 Tender form at Para (e) (i) of Memorandum will have to be deposited in cash or demand draft in the favor of Executive Engineer Jalgaon Medium Project Division No.1, Jalgaon by the contractor at the time of completing the contract documents, if his tender is accepted by Corporation. **A cheque or FDR will not be accepted for Security Deposit.**

OR

The initial security deposit shall be paid in the form of Demand Draft payable @ Jalgaon by from any Nationalized or Scheduled bank's Branch situated in the State of Maharashtra for a period equal to the time limit plus be period of defect liability (Clause 20 of B-1 Tender Form Vol. 1)

OR

The earnest money deposit by the contractor with his tender will be retained by the corporation as part of security deposit if tenderer requests in writing to that effect. The balance to make up this security deposit may unless otherwise specified in the special conditions, be deposited by the contractor in form of cash or Demand Draft of Nationalized or schedule bank situated in India The security deposit will be retained by the corporation for the due and faithful fulfillment of contract by the contractor. In addition to the sum as above, sums as security deposit will be deducted from running accounts bills at the rate shown at Memorandum Para (g) in B1 – Tender form to total up to a sum mentioned as Memorandum Para (g) in B1 – Tender form. The sum of security deposit made from the running account bill will remain in the form of cash of Corporation securities standing in the name of the Executive Engineer.

ADDITIONAL PERFORMANCE SECURITY DEPOSIT

- b) Additional Performance Security Deposit shall have to be paid within time frame of 2 days immediately after opening of Envelope No.2. The time limit of 2 day for submission of Additional Performance Security Deposit will not be deviated in any circumstances. Additional Performance Security Deposits shall be paid by the prospective

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bidder in the form of Demand Draft/Bank Guaranty any of nationalized banks / scheduled or public sector bank situated in India.

Additional Performance Security Deposit shall have to be paid in following manner.

- a) If the offer quoted by the prospective bidder / tenderer is below 10% of cost put to tender, in that case tenderer shall have to submit Additional Performance Security Deposit amounting to minimum of Rs. 1000/- or 1% of cost put to tender whichever is higher.
- b) For offer quoted below 10% to 14% of cost put to tender, prospective bidder / tenderer shall have to deposit minimum of Rs. 1000/- plus percentage offer quoted below over and above 10% below. Eg. For offer quoted 14% below prospective bidder / tenderer shall have to be paid additional performance security deposits of $1\% + 4\% = 5\%$ of estimated cost put to tender or Rs. 1000/- whichever is higher.
- c) If the prospective bidder / tenderer quoted rates below 15% of estimated cost put to tender, in that case prospective bidder / tenderer shall have to submit Additional Performance Security Deposit of 6% as in 'b' above plus double the amount of percentage below than 15% below & Rs. 1000/- whichever is higher. [Eg. If the rates quoted by prospective bidder / tenderer are less than 19% then prospective bidder / tenderer shall have to submit DD/BG of scheduled bank / nationalized bank situated in India will be ($6\% + (19\% - 15\%) \times 2 = 14\%$) or Rs. 1000/- whichever is higher.]
- d) Additional Performance Security Deposit shall be in the form of

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DD/BG of scheduled bank / nationalized & bank of public sector situated in India.

- e) For this clause all relevant points mentioned are applicable as given in details in Government of Maharashtra, Water resources department, Government Resolution (Marathi) No. Nivida-0417/ (Pra.kra247/17)/Mopra-1 Dated. 30/11/2018 and Government Resolution bearing the same number dated. 12/12/2018. and Date.23/06/2020.

Security Deposit for Extra Work Cost Beyond Tender Cost.

If there is an addition of work due to Extra Item, deviation in tendered quantities beyond 125%, additional security deposit on extra cost beyond tender cost shall be recovered at the rate of 2% through the Running Account Bill. Security Deposit will be refunded after expiry of the defect(s) liability (Maintenance) period as stipulated in the contract.

Security Deposit for Extra Work Cost Beyond Tender Cost.

If there is an addition of work due to Extra Item, deviation in tendered quantities beyond 125%, additional security deposit on extra cost beyond tender cost shall be recovered at the rate of 2% through the Running Account Bill. Security Deposit will be refunded after expiry of the defect(s) liability (Maintenance) period as stipulated in the contract.

INCOME TAX CERTIFICATE

Income tax is to be deducted from the sums to be paid to the contractor for the works carried out at 2% of the gross amount and surcharge on Income tax and any other taxes as per prevailing Government order from time to time. Or according to Income Tax Act.

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GOODS AND SERVICE TAX

TDS of GST will be deducted from the sums to be paid to the contractor for the works carried out at 2 % of the amount to be paid exclusive of GST as per prevailing Government order. GST shall be payable on the accepted contract value at prevailing rate.

PROFESSIONAL TAX

Certificate of registration with the professional tax officer of the district in the form IA. Certificate of registration under section 5 (1) and 5(2) of the Maharashtra Sales Tax on professions, Trades, Callings and employment act 1975. Form is as Appendix-I.

INSTRUCTIONS FOR SUBMISSIONS OF COVER NO. 2

Documents to be submitted in Cover No. 2 shall conform to the instruction given below :

CONTRACTOR TO INFORM HIMSELF FULLY

The tenderer shall be deemed to have fully acquainted himself with the work and site conditions and carefully examined the special conditions, the specifications, schedules and drawings and shall be deemed to have fully informed himself regarding the local conditions. The tenderer shall also be deemed to have fully acquainted with the various leads and lifts involved in the works and materials of construction as well as shall be deemed to have fully acquainted with this own various quarries for construction materials , their availability and adequacy etc.

CONDITIONAL TENDER :

Conditional tender will be summarily rejected. The tenderer which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the tenderer as mentioned in the B-1 form or are incomplete in any respect, are likely to be rejected without assigning reasons therefore.

TENDER RATE :

The tenderer should quote his offer in the form of percentage above or below the

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estimated cost, entered in Schedule "B" at the appropriate place both in figures as well as in words in English.

No alteration in the form of tender and in Schedule of quantities will be permitted. The percentage mentioned in the tender shall be taken as applying to all conditions of weather and will be inclusive of all taxes of any. The percentage should be written in words in one line only as far as possible.

TENDER UNITS

The tender has been invited under the Metric System of measurements. The tenderer should particularly note the units mentioned in Schedule "B" on which rates are to be based.

CORRECTIONS

No Corrections should ordinarily be made in the e – Tender Documents.

SIGNING OF TENDER DOCUMENTS

The tender shall contain the name, residence and place of business of person or persons making the tender and each page of tender document including drawings shall be signed by the tenderer with his full, dated signature.

The tender by partnership firm shall furnish the full names of all the partners in the forwarding letter. The letter shall be signed by the partner or by an authorized representative followed by the name and designation of the person signing.

An attested copy of the partnership deed shall be furnished. Tender by Company shall be signed with the legal name of the company and signed by the persons authorized to sign in the matter.

Whenever, whether in the submission of the tender or later, in other matter, the signatures are made by one person on behalf of the company, the tenderer shall supply an attested copy of the power of attorney.

Witness shall be persons of status and probity and their names, occupations and addresses shall be stated below their signatures. All signatures shall be dated.

The tender is also liable to be rejected outright if while submitting.

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The tenderer proposes any alteration in the work specified in the tender or in the time allowed for carrying out the work / in any other conditions.

Any of the pages of tender are removed and / or replaced.

The percentages are not entered in ink, in figures and in words by the tenderer in B-1 form.

ACCEPTANCE OF TENDER

Acceptance of tender will rest with the authority as indicted in Annex "A" of this section who reserves the right to reject any or all tenders without assigning any reasons. The acceptance of tender may be intimated to the contractor by letter. Such intimation shall be deemed to be an intimation of acceptance of tender. The tenderer whose tender is accepted will have to complete the contract form within 15 days of being notified to do so and shall abide by all the rules and regulations and special conditions enumerated there in of attached herewith. In the event of failure of the tenderer to sign the agreement, with the stipulated time, the earnest money including additional earnest money if any, paid by him shall be liable to be forfeited to Corporation and the acceptance of the tender shall be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the corporation consider suitable.

The tenderer shall submit the information in the format of Certificate 'A' which is enclosed at the end of this section and the certificate shall be enclosed in Cover No.

No Joint venture shall be permitted for the contracts costing up to Rs. 50 Cr. (Estimated Cost)

VALIDITY PERIOD OF TENDER :-

The offer shall remain valid for a period according to the authority level of acceptance. It will be 60 days at Executive Engineer level, 75 days at superintending Engineer level, 90 days at Chief Engineer level and 120 days at Government level from the date of the opening of financial bid , and thereafter until it is withdrawn by notice in writing by the tenderer duly addressed to the authority as stated at Sr. No. 2.11 of Annex "A" of this Section, and sent by R.P.A.D. If the

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acceptance of tender is not communicated within valid period or before and if the offer is withdrawn by the contractor as aforesaid, earnest money paid in cash shall be refunded in full. (Validity Period is as per Government Circular Water Resource Department Tender-0417/Pra.Kra.247/17/Mo Pra-1 Date.30 November 2018)

COMPLETION OF TENDER DOCUMENT :-

While completing tender documents, the tenderer must invariably complete appendices included in the tender documents giving correct information. However this information shall have to be submitted by the tenderer in the prescribed formats separately in Envelope No. 1 as per provisions of paragraph 7 of the detailed Tender Notice.

LANGUAGE :-

The language of all correspondence regarding this work shall be English only.

LICENSE UNDER CONTRACT LABOUR (REGULATION AND ABOLITION ACT 1970

The successful tenderer should produce to the satisfaction of the competent authority accepting the tender a valid and current license issued in his favor under the provisions of contract Labour (Regulation and Abolitions) Act 1970 and the Maharashtra contract Labour (R & A) Rules, 1971 without undue delay issue date of work order. On failure to do so the tender will be withdrawn and earnest money deposited and additional performance security deposit, if any, will be forfeited to Corporation.

Tender documents from bidders will not be accepted in physical form (hard copy) in any circumstances except original Demand Draft, Bank Guarantee

The successful tenderer shall have to affix Court Fee Stamp (As per article 63 added by Bombay Stamp amendment act-2006) as per current Government rate.

It is pertinent to note that, no scan copy of tender document shall be uploaded either in Envelope No.1 (Technical Bid Document) or Envelope No.2 (Financial bid document)

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**TAPI IRRIGATION DEVELOPMENT CORPORATION JALGAON
(A Government of Maharashtra Undertaking)**

CERTIFICATE – A

(Note : All the details must be filled in, Strike out the item which is not applicable to the tender)

Place:

Date: - / /

Certified that,

1) I (We) have not been awarded any contract for the work of Providing, fixing, installation, commissioning of IoT based data transmission system along with customized solutions & smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc. complete at Muktainagar Lift Irrigation Scheme Under the Superintending Engineer as on,..... (Date of opening of the subject tender)

2)I (We) have been awarded the following contract(s) for the work of Providing, fixing, installation, commissioning of IoT based data transmission system along with customized solutions & smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc. complete at Muktainagar Lift Irrigation Scheme Under the Superintending Engineer as on (Date of opening of the subject tender)

Name of Work : Providing, fixing, installation, commissioning of IoT based data transmission system along with customized solutions & smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc. complete at Muktainagar Lift Irrigation Scheme

Estimated cost put to tender :

Contract No. and Date of Work order :

Contract Amount :

Amount of work executed to date :

Name of Division :

Name of Circle :

1. I (We) have been awarded the following contract(s) for the work of Providing, fixing, installation, commissioning of IoT based data transmission system along with customized solutions & smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc. complete at Muktainagar Lift Irrigation Scheme under the Superintending Engineer as on (Date of opening of the subject tender)

Name of Work:

Estimated cost put to tender :

Tender amount :

Name of Division :

Name of Circle :

Signature of the Contractor

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ANNEX-A**1.0 Details of work (Para1, 2, 3, 5 of Detailed Tender Notice)**

- 1.1** Name of Work :- **Muktainagar Lift Irrigation Scheme** - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon
- 1.2** Estimated cost :- **Rs. 37,22,669/-**
- 1.3** Earnest money (EMD) :- Rs.38,000/-
- 1.4** Security Deposit 2 % :- Rs. 76,000/-
- a) i) Initial 1 % :- Rs.38,000/- By Demand Draft
- ii) From R.A. bills 1 % :- Rs. 38,000/-
- b) Additional (if required) :- As per Para 9 (ii) (b)
(To be assessed & paid as per para 9(ii)(b) Of Detailed Tender Notice)
- 1.5** Date, time and place of pre-tender conference :- Not Applicable
- 1.6** Class of Contractor :- Not Applicable
- 1.7** Period of completion of work :- 04 (Four) months
(including monsoon period)

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- 1.8** Blank Tender Paper for this work will be available on website (<https://mahatendeRs.gov.in>) on the heading of Tender **From 30/12/2022 (10.00 HRs.) To 13/01/2023. (17.45 HRs.)**

The blank Tender paper will neither be issued manually nor be sent by Post or courier.

- 1.9** The cost of blank Tender form fee amounting to Rs.2,360/- only. It is necessary to deposit online through e-payment gateway available on web site (<https://mahatendeRs.gov.in>) before last date & time. The said online through e payment gateway. Transactions Slip must be scanned & uploaded while submitting the main tender documents, duly filled in.

2) Information for obtaining Tender Paper and its submission

- 2.1** Name and Address of the Executive Engineer in charge of work issuing tender paper / bid assessment forms/ pre-qualification document and in whose name earnest money and security deposit is to be pledged. :- Not Applicable
- 2.2** Period of availability of application form for document on web (Bid / PQD) :- Not Applicable
- 2.3** Cost of application forms for Bid Capacity / Prequalification Document. :- Not Applicable
- 2.4** Time and date of submissions of Bid Capacity / Prequalification Document :- Not Applicable
- 2.5** Name & address of the officer receiving Bid Capacity / Prequalification Document :- Not Applicable

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- 2.6 Date of to downloading the Blank Tender form to the contractor from the GOM web-site <https://mahatendeRs.gov.in>. :- From 30/12/2022 (10.00 HRs.) to 13/01/2023 (17.45 HRs.)
- 2.7 Cost of Blank Tender Form :- Rs.2360/-
- 2.8 Date & Time of on-line submission of Tender Paper :- From 30/12/2022 (10.00 HRs.) to 13/01/2023 (17.45 HRs.)
- 2.9 A) Name and address of the officer receiving the Tender Document : :- Document to upload on Govt. Web Site
- B) Name and address of the officer opening the Tender Document : :- Executive Engineer
Jalgaon Medium Project Division
No.1, Jalgaon
- 2.10 Time and date of opening of tender : :- 16/01/2023 (10.00 Hrs.) If possible.
- 2.11 Name of authority for extension of validity period. :-
- 2.12 The name of authority for accepting the tender :- Superintending Engineer,
Jalgaon irrigation Project Circle
Jalgaon.
- 3) Work and conditions**
- 3.1 Location : :- Muktainagar Lift Irrigation Scheme Tal Muktainagar Dist Jalgaon
- 3.2 nearest railway station : :- Jalgaon
- 3.3 Roads : :- In all seasons approachable by road
- 3.4 Nearest Telephone & Telegraph facility : :- Muktainagar Lift Irrigation Scheme Tal Muktainagar Dist Jalgaon
- 3.5 Nearest petrol & Diesel pump : :- Muktainagar Lift Irrigation Scheme Tal Muktainagar Dist Jalgaon

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- 3.6** Period of completion & Programme of work (Para 13 of special conditions of contract) :-
- 3.7** Period of completion :- 04 (Four Month) Calendar Months (Including Monsoon period)

4.0 INFORMATION FOR OBTAINING ON-LINE TENDER PAPER & ITS ON-LINE SUBMISSION (Para 4, 7, 9 of Detailed Tender Notice)

4.1 Name and Address of the Executive Engineer in-charge of work:

Executive Engineer issuing e – Tender Paper / Bid Assessment Forms / Pre-Qualification Documents on line and in whose name Earnest money and security deposit is to be pledged.

“Executive Engineer, Jalgaon Medium Project Division 1, Jalgaon.”

4.2 Period for availability of application forms on web-site.(Bid / PQD) :- Not Applicable

4.3 Cost of application forms for Bid-Capacity / Pre-qualification document (made available on-line) to be paid by Demand Draft :- Not Applicable

4.4 Last Time & Date of on-line submission of bid capacity / PQD assessment forms. :- Not Applicable

4.5 Name and address of the office, receiving and opening (both activities on-line) bid capacity / PQD assessment forms. :- Not Applicable

4.6 Period for availability of blank tender forms on web-site of GOM :- **From 30/12/2022 (10:00 HRs.)**
To 13/01/2023 (17:45 HRs.)

4.7 Cost of Blank Tender form fee is to be deposited online/NEFT/RTGS Transactions :- Within stipulated date and time.

4.8 DELETED

4.9 Last Date and time of submission of Tender on-line. :- **From 30/12/2022 (10:00 HRs.)**
To 13/01/2023 (17:45 HRs.)

- 4.10 Name and address of the officer :- **Executive Engineer
Jalgaon Medium Project
Division No.1, Jalgaon**
receiving and opening (both
activities on-line) the tender
document.
- 4.11 Time and date of on-line opening of :- **On Date: 16/01/2023 At.(10.00
tender. HRs.) if possible.**
- 4.12 The authority for accepting the :- **Superintending Engineer
Jalgaon Irrigation Project Circle,
tender. Jalgaon**

4.13 A FOR WORKS COSTING LESS THAN Rs. 100 LAKHS

Physical program of Schedule 'B' Items with respect to time.

Sr. No.	Item / Period	1/4	1/2	3/4	Full
1	Excavation (Earthwork)	1/3	2/3	Full	Full
2	Masonry	1/4	1/2	3/4	Full
3	Concrete	1/4	1/2	3/4	Full
4	Misc.	1/3	2/3	Full	Full

Progress on above items in the intermediate period shall be liner proportionate per month.

- 5.0 Updated estimated cost of work : Rs. **37,22,669/-**
based upon Schedule of rate for the
year when tender were invited
(clause 38 of Section IV(1).
- 6.0 Earnest Money/ security deposit :
- 6.1 E.M.D. Rs. 38,000/-
- 6.2 Initial security deposit (1.00 %) Rs. 38,000/- By Demand Draft
- a) From R. A. Bills (1.00 %) Rs. 38,000/-
- b) Additional (if required) (to be As per Para 9 (ii) (B)
assessed and paid as per 9(ii) (b) of
Detailed Tender Notice)

Contractor

Corrections

Executive Engineer

- 6.3 If security deposit is in the form of demand Draft , it should be drawn on :- Any Scheduled / Nationalized Bank Branch situated in the State of Maharashtra
- 6.4 Name of Executive Engineer-in-charge of the work in whose name demand Draft is to be drawn :- Executive Engineer, Jalgaon Medium Project Division 1, Jalgaon

7.0 **PRICE VARIATION INFORMATION**

Vide Para 33 of Special Conditions of Contract.

Sr. No.	Component	Centre / Place	Percentage
1)	Labour Component (K_L)	Jalgaon	00.00 %
2)	Cement (K_c)	All India average	Rs.5800/Mt
3)	Steel (K_s)	All India average	Rs.36,500/Mt
4)	Other materials (K_m)	All India average	00.00 %
5)	POL component (K_F)	Mumbai (OML)	00.00 %
TOTAL			NIL

7.A **Cost of Cement for Mix Variation**

iii) If the cement is procured by the contractor cost per bag Rs.300/-
(To be filled in by Dept. for works costing less than Rs. 50 Lakhs)

8. **Requirement of the Corporation for this work**

- i) The bidder's present performance of the work in hand should be satisfactory. This should be certified by an Officer not below the rank of Executive engineer.
- ii) The bidder's should demonstrate availability of a project manager with good experience of managing similar types of works at Remote dam sites under Govt. of Maharashtra and other key personnel with adequate experience as required.
- 9 iii) The bidder should have machinery sufficient enough (as determined by tender opening authority) to execute the work.
Post qualification will be evaluated as per instruction enumerated in GOM WRD Order No. Nivida-0411/(pra.Kra.247/17)/Mo Pra-1/ Dt.30/11/2018.

Contractor

Corrections

Executive Engineer

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**B-1 TENDER FORM
SCHEDULE "A"
SCHEDULE "B"**

**MONTHWISE WORKS PROGRAMME
SCHEDULE SHOWING ITEMS OF WORK SCHEDULE
AND APPLICABLE SPECIFICATIONS.**

Contractor

Corrections

Executive Engineer

B- 1 TENDER FORM**TAPI IRRIGATION DEVELOPMENT CORPORATION, JALGAON**

CIRCLE :- Jalgaon irrigation Project Circle, Jalgaon

DIVISION:- Jalgaon Medium Project Division No.1, Jalgaon.

General Rules and Directions for the Guidance of contractor

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tender and the time allowed for carrying out the work, also the amount of the earnest money and additional earnest money if required to be deposited with the tender and the amount of the security deposit and additional security deposit if required to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of specification, designs and drawing, estimated rates, schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractor at the office of the Executive Engineer during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Corporation such specifications with designs and drawing and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- 2.A)** i) The contractor shall pay along with the tender the sum as stipulated in Annex A to section-I as and by way of earnest money. The cost of Tender Document Form and EMD Fee shall be deposited in the SBI A/c of Executive Engineer, Jalgaon Medium Project Division 1, Jalgaon through modes like SBI Net Banking/NEFT/RTGS within stipulated date and time as indicated in Annex A of Detailed tender Notice

Contractor

Corrections

Executive Engineer

ii) The contractor shall also enclose irrevocable bank guarantee of sum as stipulated in Annex A Sr. No. 1.3.1 if his offer is less than 90 % of the updated estimated cost as stated at Sr. No. 5 of Annex A. The said amount of earnest money shall not carry any interest what so ever.

iii) If after submitting the tender , the contractor withdraws his offer, or modifies the same or, if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and power of the Corporation hereunder or in law, Corporation shall be entitled to forfeit the full amount of the earnest money and the additional earnest money deposited by him

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provision of sub- clause (iii) above, be refunded to him on his passing receipt therefore.

3. Receipts for payments made on account of any work, when executed by a firm , should also be signed by all the partners, except where the contractors are described in their tender as firm, in which case receipt shall be signed in the name of the firm by one of the partner or by some other person having authority to given effectual receipts of the firm
4. Any person who submits a tender shall fill up usual printed form stating at what percentage above or below the rates specified in Schedule B (Memorandum showing items of work to be carried out) he is willing to undertake the work. The person who submits the tender shall also fill up printed form of Schedule B Part II Anticipated additional items as foreseen by the tenderer where in the tenderer shall mention item wise quantity, rate and amount as assessed by him. However the percentage above or below the rates specified in Schedule B (Memorandum showing items of work to be carried out) he is willing to undertake to work. shall applicable only for the items, rates and quantities stipulated in Schedule B Part-I Anticipated additional items as foreseen by the tenderer in the works specified in the said form of invitation to the tender, or in the time allowed or carrying out the work or which any other conditions of any sort other than those specified in this tender documents will be liable to rejection. No printed form of tender shall include a tender for more than one work but contractor who wishes to tender two or more works they shall submit a separate tender for each. Tender shall have the name and number of the work to which yet refer, written outside the envelope.

Contractor

Corrections

Executive Engineer

5. The Officer indicated in Annex A to Section-I Detailed Tender Notice or his duly authorized assistant shall open tender in the presence of contractor who have submitted tender or their representatives who may be present at the time and he will enter the amount so the several tender in the comparative statement in a suitable form. In the event of tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In event of tender being rejected the competent officer shall refund the amount of the earnest money deposit by the contractor, on his giving a receipt for the return of money.
6. The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Corporation unless it is signed by the Executive Engineer.
8. The memorandum of work to be tendered for shall be filled in and completed by the officer of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and deliver his tender.
9. All work shall be measured net by standard measures and according to the rules and customs of the Corporation and without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
11. All corrections, additions or pasted slips should be initialed.
12. The Measurement of work shall be taken according to the usual method in use in the corporation on no proposal to adopt alternative methods will be accepted. The Executive Engineer decision as to what is the usual method in use in the corporation will be final.
13. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Corporation for the purchase of plant and machinery required for the execution of the work contracted for.
14. The contractor will have to construct shed for storing controlled and valuable materials at work site, having double locking arrangement. The materials will be taken for use in the presence of the Corporation peron. No materials will be allowed to be removed from the site of work, without prior permission of Engineer-in-charge.
15. The successful tender should produce to the satisfaction of the competent authority accepting the tender a valid and current license issued in his favour under the provision of contract labour (Regulation and abolition)Act-1970 and the Maharashtra contract labour (Regulation and abolition) Rule-1971 before signing the contract. On failure to do so the acceptance of the tender will be withdrawn and also the earnest money and additional earnest money deposited if any will be forfeited to irrigation department / corporation.

Contractor

Corrections

Executive Engineer

B-1 TENDER FORM**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS****Tender for Works**

- 1 I/We here by tender for the execution , for the **Tapi Irrigation Development Corporation** (Here-in- before and here - in- after referred to as **Corporation**) of the works specified in memorandum as enclosed within the time specified in such memorandum at * _____% _____percent below/ above the estimated rates entered in Schedule "B" Part -I and AT PAR with the rates entered in Schedule "B Part II (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications designs, drawings and instructions in writing referred to in Rule 1 here of. * In Figures as well as in words.
- 2 I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same & thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the tender and sent by registered post Ad or otherwise delivered at the officer of such authority. Earnest Money of Rs.* _____ in words Rupees* _____ - is deposit online/NEFT/RTGS Transactions. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Corporation should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents as required by the Engineer and furnish the security deposit and additional security deposit deposit and additional security deposit if any as specified in item (e) and (f) of the memorandum enclosed within the time limit laid down in clause (1) of Conditions of contract .The amount of earnest money may be adjusted towards the security deposit are refunded to me/us if so desired by me /us in ,writing ,unless the same or any part there has been forfeited as aforesaid. * Amount to be specified in words and in figures.

Contractor

Corrections

Executive Engineer

3. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract and special conditions of contract included in this booklet so far as applicable and in default thereof to forfeit and pay to corporation the sum of money mentioned in the said conditions

M E M O R A N D U M

a)	General Description	Muktainagar Lift Irrigation Scheme - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon
b)	Estimated cost	Rs. 37,22,669/-
c)	Earnest Money (EMD)	Rs.38,000/-
d)	Security Deposit (SD) 2 %	Rs. 76,000/-
	i) Initial (1 %)	Rs. 38,000/- By Demand Draft
	ii) To be deducted from bills (1 %)	Rs. 38,000/-
e)	Additional SD (if required as specified in para 9 (ii)(b) in the form of Bank Guarantee	As per Para 9 (ii) (b)

Total Security Deposit **Rs. 76,000/-**

Note: - If the cost of tender is likely to increase by more than 10.00% then the amount of SD will increase as per Govt. GR No. Tender-0417/Case No.247/M.P.1 Date- 22/05/2018.

Contractor

Corrections

Executive Engineer

- f) Percentage if any to be deducted from bills so as to 2% (One) percent make up the total amount required as security deposit by the time, half the work as measured by the cost is done 2.00 % (Two percent)
- g) Time allowed for the work from date of written order to commence the work 06 (Six Month) Calendar Months (including monsoon)

* -----

* -----

* Signature of contractor

* Signature of Witness

Address

Address

Dated the day of 20

Occupation

The above tender is here by accepted by me for and on behalf of the Corporation.

Dated the day of 20

Signature of the Officer by whom

Accepted.

* To be filled by tenderer

Contractor

Corrections

Executive Engineer

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CONDITIONS FOR SCHEDULE 'A'**NOTE :**

1. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-In-Charge, on the issue of the form prior to the submission of tender.
2. The cost of cement shown is inclusive of cost of empty cement bags. The empty cement bags need not be returned to the Corporation by the contractor.
3. The charges for conveyance of the materials from the place of delivery to site of work will be borne by the contractor. All the material shall be made available for delivery on working days during the office hours.
4. The quantities in Schedule 'A' are approximate and may vary according to the actual and bonafide use in this work.
5. All the materials mentioned in Schedule 'A' required for the work shall be taken from the Corporation only. The materials from the outside sources in lieu of materials from the outside sources in schedule 'A' shall not be allowed to be used except under writing permission from the Executive Engineer. The sample of such material shall be tested at contractor cost. The materials not conforming to the required standard shall be removed by the contractor at once from the site of the work at his cost.
6. The material viz. cement, steel etc. lying unused with the contractor after completion of the work and if they are not returned, the contractor shall pay for such materials at double the rate at which the materials were issued to him. Recovery of S.T. and G.T. on the cost of surplus materials which are not returned by the Contractor will be levied as applicable and as per rules.
7. The contractor will have to construct a shed with double locking arrangement at his own cost,
8. The contractor shall submit an account of all material issued to him from time to time and whenever demanded and before final bill is produced. Materials that cannot be accounted for shall be recovered from him at penal rates as may be decided by the Executive Engineer.
9. Claim for extra payment on delay in supply of these materials will not be entertained.
10. Proper account of day to day consumption of materials issued as per Schedule 'A' shall be maintained by the contractor or his authorised representative on site and it shall be checked by the Corporation Officer every day in token of its correctness.

Contractor

Corrections

Executive Engineer



Contractor

Corrections

Executive Engineer

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SCHEDULE - B : PART – I
SCHEDULE OF QUANTITIES AND BID RATES

Name of work :- **Muktainagar Lift Irrigation Scheme** - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

Quantity	Description of Item	Rate	Rate in words	Unit	Amount
<p style="color: red; font-size: 1.2em;">From Page No. To</p>					
Total					

Contractor

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SCHEDULE - B - PART - II

SCHEDULE OF QUANTITIES AND BID RATES FOR ANTICIPATED ADDITIONAL
ITEMS AS FORESEEN BY THE CONTRACTOR

Quantity	Description of Item	Unit	<u>Rate in figure</u> in words	Total Amount
1	2	3	4	5
	Item No. 1			
	Item No. 2			
	Item No. 3			
	Item No. 4			

Contractor

Corrections

Executive Engineer

- Note 1 :** All the columns in the Schedule 'B' Part - II should be filled in, In ink and the total of the entries in the last column should be struck by the contractor under his signature.
- Note 2 :** Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good for work under all conditions of site. Moisture, weather, etc.
- Note 3 :** The tender % as quoted by the tenderer in the space provided for in the Memorandum of Work shall be applicable only for the items, rates and quantities stipulated in Schedule 'B' Part - I, as put to tender by Corporation.
- Note 4:** All the additional item(s) as many as foreseen by the tender with quantity(es), rate(s), amount(s) and the detailed description shall be entered into by the tenderer in the space provided below Schedule 'B' Part -II Anticipated additional items as foreseen by the tenderer. The tenderer is free to attach additional sheets, if required by him and sign the sheets, Which will form part of the tender.
- The Specification for the additional item(s) as foreseen by the tender shall be in conformity with the nearest comparable item stipulated in the Hand Book of Standard Specifications (PWD) & the applicability shall be decided before the acceptance of the tender.
- Note 5:** The amount of all the item of Part -I of Schedule 'B' with % (+ or -) & amount of part- II of Schedule 'B' will be totaled and this will be considered as the offer of the tenderer.
- Note 6:** The work in additional item in Schedule 'B' shall be paid for only when executed
- Note 7:** The provisions of Variation Para No.33 of special conditions shall be applicable for the work executed under Additional item of Schedule 'B' of part- II. The provision of clause 38 conditions of contract - Quantity Variation clause will not be applicable to the Additional Items in Schedule 'B' of Part -II.
- Note 8:** Quantities indicated in Schedule 'B' Part - II by the contractor are fixed shall be paid only on execution. No payment in excess of these quantities will be admissible.

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**SCHEDULE SHOWING ITEMS OF WORK
AND APPLICABLE SPECIFICATIONS**

Schedule showing items of works and applicable specifications.

Name of work: - Muktainagar Lift Irrigation Scheme - Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

Description of Item	Reference of section specification/specification as per std specification
<p>Specification</p> <p>Volume II Specifications separately attached</p>	

Contractor

Corrections

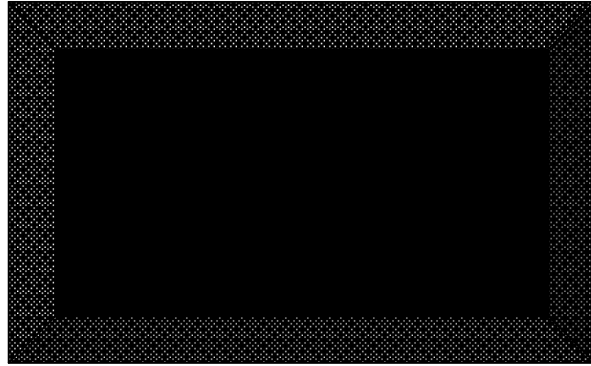
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APPENDIX 'A'

(Vide Para-7 A (v) of Detailed Tender Notice)

DETAILS OF TECHNICAL Peronnel WITH THE CONTRACTOR

Sr. No.	Description	Name	Length of the service in the firm	Qualification	Professional experience and details of works carried out	Remark
1	2	3	4	5	6	7
1)	Project Manager -1					
2)	Works Manager -1 No					
3)	Supervisor - 1 No					

Contractor

Corrections

Executive Engineer

APPENDIX 'B'

(Vide Para 7 A(vi) of Detailed Tender Notice)

**DETAILS OF PLANTS & MACHINERY IMMEDIATELY AVAILABLE WITH THE
TENDERER FOR USE ON THIS WORK**

Sr. No	Name of equipment	Required	Kind and made the firm	Capacity	Age and condition	Present Location	Remark
1	2	3	4	5	6	7	8
1)							
2)							
3)							
4)							
5)							
6)							

Contractor

Corrections

Executive Engineer

APPENDIX 'C'

(Vide Para 7A (vii) of Detailed Tender Notice)

DETAILS OF WORKS OF SIMILAR TYPE CARRIED OUT BY THE TENDERER

Sr. No	Name of work	Place	Tendered cost Rs. In lac.	Time in months which completed	Dated of completion	Principal features.
1	2	3	4	5	6	7

Contractor

Corrections

Executive Engineer

APPENDIX 'D'

(Vide Para 7A (viii) of Detailed Tender Notice)

DETAILS OF OTHER WORKS TENDERED FOR AND IN HAND ON THE DATE OF SUBMISSION OF TENDER

Sr. No	Name of work	Place	Work in Hand			Works tendered from			Remarks
			Tendered cost Rs. in lac	Cost of remaining work Rs. in lac	Anticipated date of completion	Estimated cost Rs. in lac	Date by which decision is expected	Stipulated date of period of completion	
1	2	3	4	5	6	7	8	9	10

Contractor

Corrections

Executive Engineer

APPENDIX 'E'

(Vide Para 7 A(vi) of Detailed Tender Notice)

**DETAILS OF PLANTS & MACHINERY PROPOSED TO BE USED FOR WORK BUT
NOT IMMEDIATELY AVAILABLE**

Sr. No.	Name of equipment	No. Units	Kind of make	Capacity	If already owned			If to be purchased (When month & year)	Remark
					age and condition	Location	Probable date of availability		
1	2	3	4	5	6	7	8	9	10

Contractor

Corrections

Executive Engineer

APPENDIX 'F'

(Vide para 36 of special Conditions of Contract)

DECLARATION OF THE CONTRACTOR

1. I/We _____ Contractor(s) hereby undertake that I/We shall pay the labourer engaged on the work as indicated in Annexure A to Section I Detailed Tender Notice, wages as per Minimum wages Act, 1948 and amendments there to applicable to the zone in which work lies and act accordingly . I/We also undertake to abide by the various laws in force and extend necessary facilities and amenities to the staff and worker employed by me/us.
2. I/We here by declare that I/We have made my self / our selves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have bided my/our rates for this work. The specifications of this work have been carefully studied and understood by me / us before submitting this tender.

Place :-

Signature of Contractor

Date :- / /

(Note:- Type the Proforma in contractor's letter head)

Contractor

Corrections

Executive Engineer

APPENDIX "G"

(Vide Para 9 of Detailed Tender Notice)

**MODEL FORM OF BANK GUARANTEE BOND
GUARANTEE BOND**

- 1) This deed of guarantee is made on the _____ by _____ having his head office at demand under the terms and conditions of Agreement dated _____ made between _____ and _____ for _____ (Hereinafter called "the Agreement") of additional security deposit for the fulfillment by the said contractor s of the terms and conditions contained in the said Agreement on production of Bank guarantee for Rs.....(Rs.....Only) We, _____ (Hereinafter referred to as "the Bank") at the request of _____ (Contractor) do hereby undertake to pay to the Tapi Irrigation Development Corporation, Jalgaon hereafter referred to as Corporation, as amount not exceeding Rs..... against any loss or damage caused to or suffered by the Corporation by reasons of any breach by the said contractor of any of the terms or conditions contained in the said agreement.
- 2) We, _____ (Indicate the name of bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur , merely on a demand from the Corporation stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said agreement or any reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable under this guarantee shall be restricted to any amount not exceeding Rs.....
- 3) We undertake to pay to the Corporation any money so demanded not withstanding any dispute or dispute raised by the contractor(s) / Supplier(s) in any suit or proceeding pending before any court or Tribunal relating there to, or liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) Supplier(s) shall have no claim against us for making such payment.

Contractor

Corrections

Executive Engineer

- 4) We, _____ (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be force able till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office/ Corporation) of _____ (indicate the name of Administrative Officer) certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ We shall be discharge form all liability under this guarantee there after.
- 5) We, _____ (Indicate the name of Bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement, or to extend time of performance by the said Contractor from time to time or postpone for any time or from time to time of the power exercisable by the Corporation against the said Contractor(s), and to forbear or enforce any of the terms and conditions relating the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or commission on the part of the Corporation(s) or any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to surely would , but for this provision , have effect of so relieving us.
- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the change in the constitution of the contractor / SupplieRs.
- 7) We, _____ (indicate the name of the Bank) lastly undertake not be revoke this guarantee during its currency except with the pervious consent of the Corporation in writing.

Date the _____ day of _____ 20

For _____

(Indicate the name of bank)

Contractor

Corrections

Executive Engineer

APPENDIX 'H'**INDENTURE FOR SECURED ADVANCES**

(For use in case in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of works in a given time.)

THIS INDENTURE made the _____ day of _____ between _____ (hereinafter called "the contractor which expression shall where the context so admits or implies be deemed to include his executor's administrator and assigns) of the one part and the Tapi Irrigation Development Corporation, Jalgaon (hereinafter called as the Corporation which expression shall where the context so admits or implies be deemed to included his successor in officer and assigns) of the other part.

WHEREAS by an agreement dated _____ (hereinafter-called Said Agreement) the contractor has agreed.

AND WHERE AS the contractor has applied to the Corporation that he be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works, the subject of the said Agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of material and labour and other charges.)

AND WHEREAS the Corporation has agreed to advance to the contractor the sum of Rupees (in words, Rupees _____) on the aforesaid security and has reserved to himself the option of making any further advance or advances on security of aforesaid nature , the quantities and other particular _____ of the materials on the security of which the advance or advances are made being detailed in part-II of the running account bill for the said works, signed at the time being by the contractor on.

NOW THIS INDENTURE WITNESSES that in pur uance of the said Agreement and in consideration of he sum of Rs..... on or before the execution of these present paid to the contractor by the Corporation (the receipt where of the contractor both hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid, the contractor does here by convenient and agree with the Corporation and declare as follows:

1. That the said sum of Rs.so advanced by the Corporation to the contractor aforesaid shall be employed by the Contractor in or towards expediting the execution of the said work and for non other purpose whatsoever.

Contractor

Corrections

Executive Engineer

2. That the material detailed in the said running account bill which have been offered to and accepted by the Corporation as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advances on the security of materials which are not absolutely his own property, and free from encumbrances of any kind and the Contractor indemnifies the Corporation against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said running account bill and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called 'the said materials') shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer, Division (hereinafter called ' the Divisional Officer') and in the terms of the said Agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid, the said materials shall remain at the sit of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said material or any part here of being stolen, destroyed or damage, the Contractor will forthwith replace the same with other materials of like quality or repair and make good same as required by the Divisional Officer.
5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorizes by him in that behalf.
6. That the advances shall be repayable in full when or before the Contractor receives payment from the Corporation of the price payable to him for the said works under the terms and provisions of the said agreement, provided that if any intermediate payments are made to the Contractor on account of work done, then on occasion of each such payment, the Corporation will be liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of advances made under these present were calculated.

Contractor

Corrections

Executive Engineer

7. That if the contractor shall at any time make any defaults in the performance of observance of any of the terms and provisions of the said agreement or of these present, the total amounts of the advance or advances that may still be owing to the Corporation Maharashtra shall immediately on the happening of such defaults be repayable by the Contractor to the Corporation together with interest there on at twelve percent per annum from the date of respective dates of such advance or advance to the date of repayment and with all costs, charges, damages and expenses incurred by the Corporation in or for the recovery there of or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agree with the Corporation to repay and pay the same respectively to him accordingly
8. That the Contractor hereby charges all the said materials with the repayment to the Corporation of the said sum of Rs. and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the power contained therein, if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Corporation may at any time there after adopt all or any of the following course as he may deem best:
- a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement, debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done, as if he has carried it out in accordance with the said agreement and at the rates there by provided. If the balance is against the Contractor, he is to pay the same to the Corporation on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale, retain all the sums aforesaid repayable to the Corporation under these present and pay over the surplus (if any) to the Contractor
 - c) Deduct all or any part of the money owing out of the security deposits or any sum due to the contractor under the said agreement.
9. That except in the event of such default of the part of the Contractor as aforesaid interest on the said advance shall not be payable.
10. That in the event of any conflict between the provisions of these present and the said Agreement, the provisions of these present shall prevail and in the event of any dispute or difference arising over the construction or effect of these present, the settlement of which has not been herein before expressly provided for the same shall be referred to the Superintending Engineer, **Jalgaon Irrigation Project Circle, Jalgaon**, whose decision shall be final.

Contractor

Corrections

Executive Engineer

IN WITNESS WHERE OF the said _____ and _____
by the order and under the direction of the Corporation have here unto set their
respective hands the day and year fir t above written.

Signed , sealed and delivered by the said Contractor in the presence

Witness

Signature

Name

Address :

Signed By _____

by the order and direction of the **Tapi Irrigation Development Corporation,**
Jalgaon in presence of

Witness

Signature

Name

Address :

Contractor

Corrections

Executive Engineer

APPENDIX "I"

(Vide Para 7 A(xvi) of Detailed Tender Notice)

PROFESSIONAL TAX CLEARANCE CERTIFICATE

This is to certify that M/s _____ of (address),
 _____ is a registered dealer under
 the Maharashtra State Tax on Professions, Trades, Callings and Employment Act
 No. XVI of 1975, holding Registration Certificate No. _____ w.e.f. _____

The said dealer has paid all tax dues upto 31st March _____
 (previous year) under the act. The dealer has paid the professional tax dues for the
 employees mentioned below.

Sr. No.	Name of the Employee	Designation

There is no Professional Tax dues outstanding against the dealer under the act.

This certificate is valid for ONE year from the date of issue.

Place :-

Date:- / /

Signature _____

Professional Tax Officer

Contractor

Corrections

Executive Engineer

APPENDIX "J" 100/- Stamp Paper

(Vide Para 7-A (xviii) for Cover No. 1)

AGREEMENT

Articles of agreement executed on this the _____ of _____
 _____ between the Executive Engineer,
 _____, Jalgaon (hereinafter referred to as
 Corporation of the one part and Shri _____
 _____ (name and address of the tenderer) (hereinafter referred to as "the
 bounden") of the other part.

Where as in response to the Notification No. _____ dated _____
 _____ the bounden has submitted to the Corporation a tender for the work _____
 _____ specified there in subject to the terms and conditions contained in the
 said tender.

Whereas the bounden has also deposited with Corporation a sum of Rs. _____ as
 earnest money for execution of an agreement undertaking the due fulfillment of the
 contract in case his tender is accepted by Corporation.

Now these presents witness and it is mutually agreed as follows :

1. In case the tender submitted by the bounden is accepted by the Corporation and the contract for _____ is awarded to the bounder, the bounden shall within _____ days of acceptance of his tender execute an agreement with the Corporation. Incorporating all the terms and conditions under which Corporation his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating terms and conditions governing the contract, the Corporation shall have power and authority to recover from the bounden any loss or any damage, caused to the Corporation by such breach, as may be determined by the Corporation by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties, movable and immovable, in the manner here after contained.
3. All sums found due to the Corporation under or by the virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable, under the provisions of the Maharashtra Land Revenue Code for the time being in force as thought such sums are arrear _____ of land revenue and in such other manner s Corporation may deem fit.

Contractor

Corrections

Executive Engineer

In witness where of Shri _____ (Name & Designation) for and on behalf of the Corporation and Shri _____ the bounden have here unto set their hands the days and year shown against their respective signature.

Signed by Shri _____ date

In the presence of witness

1. _____

2. _____

Signed by Shri _____ in the presence of witness

1. _____

2. _____

Contractor

Corrections

Executive Engineer

APPENDIX 'K' (Letter Hed)
(Vide Para 7-A (xii) of Detailed Tender Notice)

UNDERTAKING

PROMISSOR: - Name of the Contractor:-

PROMISEE :- Executive Engineer, _____

(On behalf of Tapi Irrigation Development Corporation, Jalgaon M.S.)

Name of work:- _____

I, _____ being an authorized signatory is hereby submit the undertaking regarding the tender of referred work.

In view of the prevailing financial condition of Tapi Irrigation Development Corporation, Jalgaon we are fully aware that for the work executed in accordance with the approved work Programme R. A. bills will be paid to us as and when the funds becomes available. We give herewith unconditional undertaking that we shall not put forth any claim whatsoever on account of the delayed payment for the work done. The undertaking is equally applicable for EIRL (s), if any.

If the stipulated time limit for completion of work is extended unilaterally by Tapi Irrigation Development Corporation, Jalgaon it shall be binding on us and therefore shall not raise any objection/complaint for the same whatsoever. We also commit not to file suit(s) for financial claims against Tapi Irrigation Development Corporation, Jalgaon or Government of Maharashtra for the delayed payment & unilateral extension over stipulated time limit for the aforesaid contract.

The work shall be executed considering available budget and accordingly we shall deploy our resources viz. labour & machinery. In the event of under utilization of any resources like machinery & labour etc, we shall not put forth any claim whatsoever charges for the same as we fully understand that it shall not considered at all.

We are aware that this undertaking will form part of the tender and the issue of work order is subject to acceptance of the undertaking.

Signature of contractor

Witness

1)

2)

Authorized Signatory

Contractor

Corrections

Executive Engineer

APPENDIX - 'L' (Letter Hed)
(Vide Para 7 –A (xiv) of Detailed Tender Notice)

UNDERTAKING

I We _____ Contractor hereby undertake that we have downloaded the tender document from the government web site. I/ we have not made any correction or any changes in the tender document while downloading tender document. If I / we change in tender document my/ our tender shall be cancelled and I / we responsible for any action as per Govt. rule. If any problem happens in tender document. the tender on government website is final or to be decide is final.

These undertaking are part and parcel of the tender document

Place :-

Signature of Contractor

Date :- / /20.

(Note :- Type the undertaking on contractor's letter head)

Contractor

Corrections

Executive Engineer

APPENDIX – M (Letter Hed)

(Vide Para 7-A (xv) of Detailed Tender Notice)

UNDRTAKING FOR TENDER & DRAWING

I / We _____ Contractor hereby undertake that I /we have been seen all the tender & drawings published on website and accordingly I have quoted my offer for this work considering these drawings. These drawings are part and parcel of the tender documents. If my offer accepted, I will be signed all the Tender & drawings and Specification before depositing of initial security deposit.

Place :-

Signature of Contractor

Date :- / /20

(Note :- Type the undertaking on contractor's letter head)

Contractor

Corrections

Executive Engineer

Appendix – N

Affidavit

(on Rs.500/- Stamp Paper)

Name of Work :- -----

I.....age address
..... (Authorized signatory to sign the contract),
hereby submit, vide this affidavit in truth, that I am the owner of the
contracting firm / authorized signatory and I am
submitting the documents in envelope no.1 for the purpose of scrutiny of
the contract. I hereby agree to the conditions mentioned below :-

1. I am liable for action under Indian Penal Code for submission of
any false / fraudulent paper / information submitted in envelope no.1.

2. I am liable for action under Indian Penal Code if during contract
period and defect liability period, any false information, false bill of
purchases supporting proof of purchase, proof of testing submitted by
my staff, subletting company or by myself, I will be liable for action under
Indian Penal Code.

3. I am liable for action under Indian Penal Code if any paper are
found false / fraudulent during contract period and even after the
completion of contract (finalisation of final bill).

(Signature of contractor)
(seal of company)

Contractor

Corrections

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Appendix - O

(Type Rs.100/- Stamp paper)

**UNDER TAKING
(No Penal Action)**

I Shri. , (authorized signatory)
hereby declare (Undertake) that, having registered office at
is engaged in contract business since I am registered /
partnership firm / limited company Contractor in

I therefore confirm and declare that I have not blacklisted by any
Government Department and No penal action is in force against me /us at
any time during our existence in business of contracts in any Government
Department and other various department.

I further certify that the above information furnished is true
and correct to the best of my knowledge and belief

Stamp and
Signature of Contractor

Contractor

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Executive Engineer



Contractor

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Executive Engineer

BLANK PAGE

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B-1 TENDER FORM**CONDITIONS OF CONTRACT****(A) SECURITY
DEPOSIT**

Clause 1 :- The person/ persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heir, executor, administrator, and assigns) shall (A) within 10 days (which may be extended by the Superintending Engineer concerned up to 15 days if Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Corporation securities endorsed to the Executive Engineer a sum sufficient which will made up the initial security deposit specified in the tender form at Para (e) (i) of memorandum provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case , if the sum so deposited shall not amount as specified in memorandum it shall be lawful for Corporation at the time of making any payment to the Contractor for work done under contract to make up the full amount of security deposit as specified in memorandum at para (e) by deducting a sufficient sum at the rate specified at (g) of memorandum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the Contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days there after, make good in cash or Corporation securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part there of the security deposit referred to when paid in cash may , at the cost of the deposit be converted into interest bearing Corporation securities provided that the depositor has expressly desired this writing.

Contractor

Corrections

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B) Additional Security Deposit

In case Contractor's offer is less than 90% of the updated estimated cost as stated at Sr. No. 5 of Annex "A" additional security deposit in the form of irrevocable Bank guarantee for a period equal to period of contract, and for an amount equal to the difference of the Contractor's offer and 90% of the updated estimated cost as stated above shall be submitted to the Corporation at the time of completing tender documents.

Non submission of the above Additional Security Deposit will result into forfeiture of the E.M.D. and additional E.M.D.

If the amount of the security deposit to be paid in a lump sum and Additional security deposit in form of irrevocable Bank Guarantee is not paid within the period specified at (A) above the tender/ contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amount. The amount of the Security Deposit lodged by the contractor shall be refund along with the payment of the final bill, if the date upto which the Contractor has agreed to maintain the work in good order is over. If such date is not over, only 50 % amount of security deposit shall be refunded along with the payment of the final bill. The amount of security deposit retained by the Corporation shall be released after expiry of period upto which the Contractor has agreed to maintain the work in good order, then, subject to provision of clause 17 and 20 hereof the amount of Security Deposit retained by Corporation shall be adjusted towards the excess cost incurred by the Corporation rectification work.

The additional security deposit shall be refunded to the Contractor on issuing of the completion certificate by the Engineer-in-charge as stipulated in the Clause No. 7 of the contract provided that the Engineer-in-charge, if demanded in writing by the Contractor shall from time to time, release the additional security deposit in para which are in proportion to the amount of the completed work.

Compensation for delay

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated

Contractor

Corrections

Executive Engineer

period of the contract proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncompleted, or unfinished after the proper dates. And further to ensure good progress during execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete

1/6 of the work in ¼ of the time

½ of the work in ½ of the time

¾ of the work in ¾ of the time

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Superintending Engineer, should be the final authority in this respect irrespective of the fact that tender is accepted by Chief Engineer / Additional Chief Engineer / Superintending Engineer/ Executive Engineer or Assistant Engineer / Deputy Engineer

Action when whole of security deposit is forfeited

Clause 3 : - In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit as specified at Para (e) of the memorandum or in the case of abandonment of the work owing to serious illness or death of the

Contractor

Corrections

Executive Engineer

contractor or any other cause, the Executive Engineer on behalf of the corporation shall have power to adopt following course.

To rescind the contract (for which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence) and in that case the security deposit and additional security deposit of the contractor shall stand forfeited and the absolutely at the disposal of corporation.

In case the contract shall be rescinded under clause above, the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect there of and he shall only be entitled to be paid the amount so certified.

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract. The contractor shall also be not eligible to tender for the work remaining unexecuted under this contract.

Action when the progress of any particular portion of the work is unsatisfactory

Clause 4:- If progress of any particular portion of work unsatisfactory the Executive Engineer is shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action as under after giving the contractor 10 days notice in writing.

The corporation will have to order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred to advertisements for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done of executed through

Contractor

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Executive Engineer

the new contractor (including escalation due) shall be credited to the contractor in all respect and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value to the work so done shall be final and conclusive against the contractor.

In case the cost of the work executed through a new contractor and other allied expenses exceeding the value of such work credited to the contractor , the amount of excess shall be deducted from any money due to the contractor by Government or Corporation under the contract or otherwise how so ever or from his security deposit and Additional security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Corporation even if the certified value of the work done through a new contractor exceeds the certified cost of such work and allied expenses. The contractor shall have no claims to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

The contractor of the whole work shall not be considered eligible to tender for the execution of work so withdrawn from this contract. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause 3 &4

Clause 5:- In any case in which any of the power conferred upon the executive engineer by clause 3 and 4 hereof shall have become exercisable and 3 and 4 the same shall not have been exercised the non exercise thereof shall not constitute a waiving of any of the conditions hereof and such power shall not withstanding be excisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and additional security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under clause 3 he may if he so desire take possession of all or any

Power to take possession of or require removal of or self contractor's plan .	<p>tools. Plant, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract, rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work foreman or other authorised agent require, him to remove such tools and plant materials, or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor's expense or sell them by action or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.</p>
Extension of time	<p>Clause 6 : - If contractor shall desire an extension of the time completion of work on the ground of his having been unavoidable hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and Executive Engineer. If in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.</p>
Final Certificate	<p>Clause 7 : - On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given or shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding , surplus materials and rubbish and shall have cleaned off the dirt from all wood work, door , windows, walls, floor of</p>

Contractor

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Executive Engineer

other parts of any building in or upon which the work, has been executed of which he may have had possession for the purpose of executing the work or until the work have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurement being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay such amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on intermediate certificate to be regarded as advances.

Clause 8 :- No payment shall be made for any work estimated to cost less than Rs. One thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rs. One thousand the contractor shall on submitting a monthly bill therefor be entitled to receive payment proportionate to the part of the work 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. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not a payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise of in any other way vary or affect the contract. The final bill shall

Contractor

Corrections

Executive Engineer

be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for work shall be final and binding on all parties.

Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-charge.

Clause 9 :- The rates for several items of work estimated to cost more than Rs. 1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed by the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bills in quadruplicate to be submitted monthly

Clause 10 :- A bill shall be submitted by the Contractor in each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall check the measurement for the purpose of having the same verified.

The initial levels before starting the work/ foundation levels / final measurements/ final levels shall be taken by the Authorised Engineer of the Contractor in the presence of Engineer-in-charge or his Authorised representative and the same shall be got attested from the Engineer-in-charge or his authorised representative in token of acceptance.

However, the payment of final bill will be made only after.

i) detailed scrutiny of the measurement and the acceptance of the bill thereafter. And

ii) the Contractor produces the Challan of having made the payment into District treasury in respect of all dues of Sales Tax under the "Maharashtra Sales Tax on Transfer of Goods' involved in the execution of works contract (Re- enacted) Act 1989.

Bill to be on printed forms

Clause 11 :- The contractor shall submit all bills on the printed forms in the format approved by the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender. In the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the

Contractor

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tender at the rate here in after provided for such work.

**Store supplied
by Corporation**

Clause 12 :- If the specifications or estimate of the work provides for the use of any special description of material to be supplied from the store of the Corporation or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge, (such materials and stores and the prices to be charged there fore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as in any way to control the meaning or effect of this contract specified in the Schedule or memorandum here to annexed) , the Contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof if the security deposit is held in Corporation securities, the same or sufficient portion there of shall in that case be sold for the purpose. All materials supplied to the Contractor shall remain the absolute property of Corporation and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge, Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Corporation store if the Engineer-in-charge so required by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 12(A) :- If all stores of controlled materials such as cement , steel etc. supplied to the contractor by Corporation should be kept by the contractor under lock & key and will be accessible for inspection by Executive Engineer or his authorised agent at all the times.

**Works to be
executed in
accordance
with**

Clause 13 :- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict

Contractor

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**specifications,
drawings,
order etc.**

accordance with specifications. The contractor shall also conform exactly fully and faithfully to designs, drawings and instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or on the site of the work during office houRs. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if require by him shall be supplied at the rate of 500/- per set of contract drawings and r 100/- per working drawings except where otherwise specified.

**Alternations in
specification and
designs not to
invalidate
contracts.**

Clause 14 :- The Engineer-in-charge shall have power to make any alternations in or addition to the original specifications, drawings, design and instructions that may appear to him be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the engineer-in-charge and such alteration shall not in validate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out 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 and if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the Division or at the rate mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower.

If the additional or altered work for which no rate is entered in the Schedule of rates of the division is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it his intention to charge for such class of work.

**Rates for
works not
entered in
estimate or
schedule of
rates of the
district.**

And it the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereof before

Contractor

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the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of 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 will be final.

Where however the work is to be executed according to the designs, drawings and specifications, recommended by the contractor and accepted by the competent authority the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

Extensions of time in consequence of additions or alterations.

The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by alternations or additions or bear to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. However such an extension will be governed by provisions of clause 6.

No claim to any payment or compensation for alteration in or restriction of work.

Clause 15 (1) :- If at any time after the execution of the contract documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Corporation is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the contract or a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer to the stage at which the work or any part of it could be or would have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the set period of 90 days of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 120 days from the receipt of such notice in respect of the work already done by the contractor such payment shall not in any manner prejudice the right of the contractor to any further, compensation under the remaining provisions of this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension providing always that the contractor shall not be entitled to any claim in respect of any such working machinery salary or wages for the first 30 days whether, consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

(4) In the event of -

(I) Any total stoppage of work on notice from the Engineer under sub clause (1) in that behalf.

(II) Withdraw by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continue suspension of work for a period exceeding 90 days.

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(iii) Curtailment in the quantity of item or items original tendered on account of any alternation, omission or substitution in the specifications, drawings, designs or instruction under Clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed work beyond 25% at the rates for the item specified in the tender is more than Rs. 5,000/-

It shall be open to the contractor, within 90days from the service of (I) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of work or (iii) Notice under Clause 14 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use on the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and required the Corporation to take over on payment such materials at the rates determined by the Engineer provided however such rates shall in no case exceeds the rates at which the same was acquired by the contractor. The Corporation shall have thereafter take over the materials so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

No claim to compensation on account of loss due to delay in supply of materials by corporation

Clause 15 (A) :- The contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by corporation in the supply of materials where such delay is caused by.

(I) Difficulties relating to the supply of railway wagons.

(ii) Force majeure

(iii) Act of God

(iv) Act of enemies of the state or any other reasonable cause beyond the control of Corporation.

In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the work as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor and will be governed by the provision of Clause 6.

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The time limit for unforeseen claims

Clause 16:-Under no circumstances whatever shall the contractor be entitled to any compensation from Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

Action & compensation payable in case of bad work.

Clause 17 :- If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinates in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or article provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work. Materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith or rectify or remove or reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable material or articles at his own charge and cost and in the event of his failing to do so within period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rates of one percent on the amount of the estimate for every day not exceeding 10 days , during which the failure so continues and in the case of any such failure the Engineer in charge may rectify or remove and re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Work to be open to inspection.

Clause 18 :- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his

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Contractor or responsible agent to be present

subordinates and the contractor shall at all times during the usual working hour and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered up.

Clause 19 :- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense & in default thereof payment or allowance shall be made for such work or for the materials with which the same was executed .

Contractor liable for damage done and for imperfections for three months after certificate.

Clause 20 :- If during the period of 60-months from the date of completion as certified by the Engineer-in-charge in the opinion of the executive engineer, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required

by the said notice the Executive engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Corporation the amount of such costs, charges and expenses sustained or incurred by the Corporation of which the certificate of the Executive Engineer shall be final and binding on the contractor, such costs, charges and expenses shall be deemed to be arrear of land revenue and on the event of the contractor failing or neglecting to pay the same on demands as aforesaid without prejudice to any other right and remedies of the corporation, the same may be recovered from the contractor as arrear of land revenue.

The corporation shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Corporation to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by corporation.

Contractor to supply plant, ladder scaffolding etc.

Clause 21:- The contractor shall supply at his own cost all materials (except such special materials, if as may in accordance with the contract be supplied from the Corporation stores) plants, tools, appliances implements, ladder, carriage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether in the original altered or substituted from and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract

And is liable for damages arising from non provision of light fencing etc.

or from his security deposit or the proceeds of sale thereof a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expense of defense of every suit, action or other legal proceeding that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

Provision of scaffolding

Clause 21 (A):- The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith.

a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

b) A scaffolds shall not be constructed taken down or substantially altered except.

i) Under the supervision of a competent and responsible person and

ii) as far as possible by competent worker possessing adequate experience in this kind of work.

c) All scaffolds and appliances connected therewith and all ladder shall

i) be of sound material

ii) be of adequate strength having regards to the loads and strains to which they will be subjected, and

iii) be maintained in proper condition

d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

e) Scaffolds shall not be over loaded and so far as practicable and the load shall be evenly distributed.

f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.

g) Scaffolds shall be periodically inspected by the competent person

h) Before allowing a scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his workmen or not take steps to ensure that it complies fully with the regulation herein specified.

i) Working platform, gangways, stairways shall

- 1) be so constructed that no part thereof can sag unduly or unequally.
 - 2) be so constructed and maintained having regards to the prevailing condition as to reduce as far as practicable risks of persons and stripping or slipping and
 - 3) be kept free from any unnecessary obstruction.
- j) In the case of working platforms, gang ways, working place and stairways at a height exceeding 3 meters.
 - i) every working platform and every gangways shall be closely boarded unless other adequate measure are taken to ensure safety.
 - ii) every working platform and gangways shall have adequate width and
 - iii) every working platform, gangways, working place and stairway shall be suitably fenced.
 - k) Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
 - l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meter suitable precautions shall be taken to prevent the fall of persons or materials.
 - m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
 - n) Safe means of access shall be provided to all working platform and other working places.
 - o) The contractor(s) will have to make payments to the labourer as per Minimum Wages Act.

**Hoisting
Appliances**

Clause 21 (B) :- The contractor shall comply with the following regulation as regards the Hoisting Appliances to be used by him

- a) Hoisting machines and tackle , including their attachment anchorages and supports shall
- l) Be of good mechanical construction sound material and adequate strength and free patent defect.

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- ii) Be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined and in position at intervals to be prescribed by the corporation.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 year shall be in control of any hoisting machine, including any scaffold winch or give signals to the operator.
- g) In the case of every hoisting machine and of every chain, ring, shackle, swivel, pulley blocks used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motor , gearing, transmission, electric wiring and other dangerous parts of hoisting shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to minimum the risk of the accidental descent of the load.
- m) Adequate precaution shall be taken to reduce to a minimum the risk at any part of a suspended load becoming accidentally displaced.

Measures for prevention of fire.	Clause 22:- The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer. When such permit is given and also in all cases when destroying out or dug upon trees, brushwood, grass etc. By fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.
Liability of contractor for any damage done in or outside work area.	Clause 23 :- Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of corporation property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decisions of the Superintending Engineer or appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from corporation to contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and shall pay any damages and cost that may be awarded by the court in consequence.
Employment of female labour	Clause 24:- Deleted
Work on weekly holidays.	Clause 25:- No work shall be done on - weekly local holidays without the sanction in writing of the Engineer-in-charge.
Work not to sublet Contract may be rescinded	Clause 26:- Contract shall not be assigned or subletted without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated

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and security deposit forfeited for subletting it without approval or forbidding a Corporation officer or if contractor becomes insolvent.

and insolvent or make any compositions with his creditor or attempt so to do or if bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor any of his servants or agents to any corporation officer or person in the employment of corporation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit and additional security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of corporation and same consequences shall ensue as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 27:- All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

Changes in the constitution of firm to be notified.

Clause 28: -In the case of tender by the partner any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Direction and control of the Superintending Engineer

Clause 29 :- All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the Circle for the time being who shall be entitled direct at what point or points and in what manner they are to be commenced and from time to time carried out.

Power Delegation

Clause 30.1 :- Except where otherwise specified in contract and subject to the power delegated to him by corporation under the code. Rules then in force the decision of Superintending Engineer

of the circle for the time being shall be final conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specification, design, drawing and instructions herein before mentioned and as to the quality or 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, drawings, specification, estimates, instructions, order or these conditions or otherwise, concerning the works or the execution or failure to execute same, whether arising during the progress of work or after the completion or abandonment thereof.

Appeal to Chief Engineer

Clause 30.2:- The contractor may within 30 days of receipt by him of any order passed by the Superintending Engineer of the circle as foreshaid appeal against it to the Chief Engineer concerned with the contract work or project provided that.

a) The accepted value of the contract exceeds Rs. 10 lac (Rs. Ten Lakhs)

b) Amount of claim is not less than Rs. 1.00 lac (Rs. One lac)

Appeal to Executive Director

Clause 30.3:- If the contractor is not satisfied with the order passed by the Chief Engineer as aforesaid the contractor may within 30 days of receipt by him of any such order appeal against it to the Executive Director, Tapi Irrigation Development corporation, Jalgaon. Who, if convinced that prima-facie the contractor's claim rejected by Superintending Engineer/ Chief Engineer is not frivolous and that there is some substance in the claim of contractor as would merit detailed examination and decision by the Executive Committee/ Standing Committee shall put up to Executive committee / standing committee at corporation level for suitable decision.

Stores of European or American manufacture to be obtained from corporation.

Clause 31:- The contractor shall obtain from the corporation stores, all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefore / or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles may be supplied to the

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contractor by the Engineer-in-charge will be debited to the contractor in his account of the rate shown in Schedule in Form A attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lumps sums in estimates **Clause 32 :-** When the estimate on which a tender is made includes lump sums in respect of part of works the contractor shall be entitled to payment in respect of the item of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretions pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification. **Clause 33 :-** In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in the accordance with the Divisional specifications and in the event of there being no Divisional specification then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of the Engineer-in-charge.

Definition of work. **Clause 34 :-** The expression 'work' or 'works' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percentage whether applied to net or gross amount of bill **Clause 35 :-** The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

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payment of Quarry fees, and Royalties	Clause 36 :- All quarry fees, royalties , Octroi dues and ground rent for stacking materials, if any shall be paid by the contractor, and take all steps necessary as are essential in terms of Maharashtra minor mineral Extraction Rules.
Compensation under work men's compensation Act.	Clause 37 :- The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen if such compensation is payable and or paid by corporation as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor it shall be recoverable by corporation from the contractor under sub-section (2) of the said section such compensation shall be recovered in the manner laid down in clause 1 above.
Medical Aid to Workmen	Clause 37(A) :- The contractor shall be responsible for and shall pay the expenses to providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by corporation the same shall be recoverable from contractor forthwith and be deducted without prejudice to any other remedy of Corporation from any amount due or that may become due to the contractor.
Safety Equipment	<p>Clause 37(B):- The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection there with.</p> <p>A) The worker shall be required to use the equipment so provided by the contractor and contractor shall take adequate steps to ensure proper use of equipment by those concerned.</p> <p>B) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger.</p> <p>C) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.</p>

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**Apprenticeship
Act 1961
(III of 1961)**

Clause 37. (C):- The contractor shall duly comply with the provision of the Apprentices Act 1961 (III of 1961), the Rules made there under and order that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

**Claim for
quantities
entered in the
tender or
estimates.**

Clause 38:-1) Quantity shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

2) Quantities in respect of the several items shown in the Schedule 'B' Part- 1 of the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of items so long as subject to any special provision contained in the specifications prescribing different percentage of permissible variation the quantity of the same item does not exceed the under the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs. 5,000/-.

3) The contractor shall if ordered in writing by the Engineer to do, also carry out any quantities in excess of the limit mentioned in sub clause (2) hereof on the same condition as and in accordance with the specification in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market.

4) In case the quantity of any item reduces by more than 25% the rates of such item shall be revised as per provisions of sub clause 3 of clause 38. However, the total payment of such item shall be limited to seventy five percent of estimated cost of that item put to tender.

5) The provisions of this clause will not be applicable to the additional anticipated items in Schedule 'B' Part-II.

(Govt. Circular No. Tender 0812/(420/2013) MP-1 Date.11

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	Oct-2012 will be applicable to Clause-38)	
Employment of famine labour etc.	Clause 39:-	The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.
Claim for compensation for delay in starting the work.	Clause 40 :-	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance work on account of delay in according to sanction of estimates.
Claim for compensation for delay in execution of work.	Clause 41:-	No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow, pits or compartments. The rate are inclusive for hard or cracked soil, excavation in mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.
Entering upon or commencing any portion of work	Clause 42:-	The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurement of or payment of work.
Minimum age of persons Breaching employed, the employment of donkeys and or other animals.	Clause 43 :	<p>-(i) No contractor shall employ any person who is under the age of 14 yearRs.</p> <p>(ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape(Nawar).</p> <p>(iii) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by corporation for any delay caused in completion of the work by such removal.</p> <p>(iv) The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the</p>

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same. The decision of the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way effect the conditions in the contract regarding the payment to be made by corporation at the sanctioned tender rates.

V) Contractor shall provide drinking water facilities to the workeRs. Similar amenities shall be provided to the worker engaged on large work in urban areas.

(Vi) The contractor should take precautions against accidents which take place on account of labour using loose garments while working near machinery.

Method of payment.

Clause 44 :- Contractor will have to open Account to the bank having core banking facility & payment will be made through ECS / NEFT only as per Marathi Govt. of Maharashtra Resolution No संकीर्ण-1010/प्र.क्र.38/कोषा प्र.5 दिनांक 18/04/2011.

Acceptance of condition compulsory before tendering the work.

Clause 45 :- Any contractor who does not accept these conditions shall not be allowed to tender for works.

Employment of scarcity labour.

Clause 46: - If Government declares a state of scarcity or famine to exist in any village situated within 16 Km. Of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by Executive Engineer or be any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decisions shall be final and binding on contractor.

Hoarding and Profiteering prevention

Clause 47:- The price quoted by the contractor shall not in any case exceed the control price if any fixed by Government or reasonable price which it is permissible for

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ordinance

him to charge a private purchaser for the same class and description the controlled price or the price permissible exceed the controlled price or the permissible under Hoarding and Profiteering Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding & profiteering. Prevention Ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price as permissible under the Hoarding and profiteering prevention ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Taxes

Clause 48:- The Tender rates are inclusive of all taxes, rates, cess and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Goods and Service Tax 2017

**Surplus :
Material**

Clause 49:- In the case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of the sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 50 : - The contractor shall employ at the unskilled labour to be employed by him on the said work only from locally available labour and shall given preference to those person enrolled under Maharashtra government employment and self employment department scheme. Provided, however, that if the required unskilled labour are not available, locally the contractor shall in the fir t instance employ such number of personsas is available and thereafter may with previous permission in writing of Executive Engineer In-charge of the said work obtain the rest of the requirement of unskilled labour from out side the above scheme.

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Wages

Clause 51:- Wages to be paid to the skilled and unskilled labourer engaged by the contractor.

The contractor shall pay the labourer skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of contractor is in progress.

Recovery of Arrear

Clause 52 :- All amounts whatsoever which the contractor is liable to pay the corporation in connection with the execution of the work including the amount payable in respect of (I) materials and /or stores supplied /issued hereunder by the corporation to the contractor (ii) hire charges in respect of heavy plant machinery and equipment given on hire by the corporation to the contractor for execution by him of the work and/ or on which advances have been given by the corporation to the contractor shall be deemed to be arrear of the land Revenue and the corporation may without prejudice to and other rights and remedies of the corporation recover the same from contractor as arrear of revenue.

Clause 53:- The contractor shall duly comply with all the provisions of the contract Labour (Regulation and Abolition) Act 1970 (37 of 1970) and the Maharashtra contract Labour (Regulation and Abolition) Rules. 1971 as amended from time to time and all other relevant status and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the corporation makes such payment of wages

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in full or part thereof less paid by the contractor, as the case may be the amount so paid by the corporation to such worker shall be deemed to be arrear of land Revenue and the corporation shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the corporation to the contractor hereunder or from any other amount payable to him by the corporation.

Clause 54: -The contractor shall duly comply with all the provisions of the Maharashtra State Tax on professions and trader , callings and employment act 1975. (See Rule 3(2). The contractor shall obtain certificate of registration under this act and shall produce to corporation clearance certificate as and when demanded.

Clause 55:- The contractor shall duly comply with all the provisions of Maharashtra Sales tax on the transfer of goods involved in the execution of Works Contracts (re-enacted) Act 1989. He shall obtain registration under this act that he is registered dealer (In form II. Rule 4(I)). His final bill under this contract will not paid unless all the dues of Sales tax under the act are paid by him in the district treasury. The corporation will inform to the concerned Dy. Sales Tax Commissioner about the details of the contract awarded to the contractor.

Insurance Policy to Government and Semi Governments property.

Clause No. 56:- Contractor shall take out necessary Insurance Policy / Policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance, Maharashtra State, Mumbai-400051 only. It's postal address for correspondence is " 264 MHADA, Opposite Kalanagar , Bandra (East) , Mumbai 400051 (Tel. No. 6438403) (Fax No.6438403/6438690)" Insurance policy / Policies Taken out from any other company will not be accepted However, if the contractor desires to

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effect insurance with the local office of any insurance company, the same should be under the co-insurance cum-servicing arrangement approved by the Director of insurance. If the policy taken out by the contractor not on co-insurance basis, (G.I.F. 60 % and Insurance company 40 %) the same will not be accepted and amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the contractor's for the executed contract work which may be noted.

**Labour welfare
cess**

Clause No.57:-1% (One percent) labour welfare cess will be recovered from the payment of Running account bill & Final Bill, as per Government of Maharashtra Department of Industry, Energy & Labour Marathi Resolution No. BCA 2009 /PK-108 /Labour 7-A, Dated 17-5-2010,

The Contractor shall get Registration of Self and Labor working under him from the Assistant Labour Commissioner, Rajendra Bhavan, vivekanand Nagar Jilha peth, Jalgaon under the Building and other construction Labour (Employment & Service Rule) Sub Rule-1996 in respect of accepted Tender and Should Compulsory submit Xerox copy of Registration certificate.

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SPECIAL CONDITIONS OF CONTRACT

1 CONTRACTOR TO INFORM HIMSELF FULLY :

The Contractor shall be deemed to have carefully examined the work and site conditions, the special conditions, the specifications, schedules and drawing, and shall be deemed to have visited the work site, his own quarries for rubble and sand and to have fully informed himself regarding the availability of construction materials, local conditions, ancillary works required to be done etc. before quoting the offer.

If he shall have any doubt as to the meaning of any portion of the special conditions or the scope of work or the specifications or any other matter concerning the contract, he shall in good time, set forth the particular thereof and submit them to the Engineer-in-charge. The Engineer-in-charge generally means the Executive Engineer directly in charge of the work, but also means the Superintending Engineer, Chief Engineer of Corporation of exercising power under this Contract.

2 CONTRACT DRAWING AND SPECIFICATIONS :

2.1 On acceptance of the tender, three sets of contract drawings and working drawings as well as one certificate copy of the accepted tender will be supplied to the Contractor free of charge within one week, On request by the Contractor and at the discretion of Engineer-in-charge, the Contractor may be supplied additional copies of contract documents to be charged at the rates of Rs. 5000/- (Rs. Five Thousand only) per set.

2.2 The drawings which form part of this contract show the work to be done in such details as is possible to do for the present. They will be supplemented or supereded by such additional detailed drawings as may be necessary as the work progresses. the Contractor shall carry out the work in accordance with these additional and / or revised drawings, as the case may be at the applicable rates as per the contract. The Contractor shall be supplied with a maximum number of three copies of each of the such working drawings free of charge. Should the Contractor

require any additional copy for his use, the same may be supplied at the discretion of Engineer-in-charge and the Contractor will be charged Rs. 2000/- per set of Contract drawings and Rs.100/- for each of such additional copy of each drawing.

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2.3 The contractor shall check all drawings carefully and intimate the Engineer-in-charge immediately any error or omissions discovered. The Contractor shall not take advantage of any kind or error or omissions in the drawing supplied.

3 Data and Drawing to be furnished by the Contractor:

- a) Prior to the commencement of the work the Contractor shall submit to the Engineer-in-charge for approval , drawings , or prints on white ammonia paper of size 1020 mm x 690 mm or 510 mm x 345 mm as may be suitable in triplicate , showing the location of major plant workshop, if any roads ways temporary bridges, unloading facilities and storage yards etc. Which he proposes to put up at the site.
- b) Then Contractor shall submit to the Engineer-in-charge for approval within one month from the date of his receiving notice to start work, a layout plan of construction plant and equipment for the execution of the work which the Contractor proposes to adopt at site.
- c) Any change in the approved layout will be subject to further approval.
- d) The approval of the drawing, however, will not relieve the Contractor of his responsibility from any error or omissions.

4 Error , Omissions, Discrepancies:

- a) In case of error , omissions and / or disagreement between written and scaled dimension on the drawing or between the drawings and specifications, the following order of preference shall apply.

* Between actual scaled and written dimensions or description on drawing and corresponding one in the specifications, the latter shall be adopted.

*Between the quantities in the Schedule of quantities and those arrived at from the drawings, the former shall apply.

* Between the written description of the item in the schedule of quantities and detailed description in the specification of the same item, the latter shall be adopted.

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- b) The information in connection with the works and work site as well as specifications are contained in this book of contract in general and in particular in two parts, viz. special conditions and specifications for items of work. In case of any discrepancy or repugnancy in the clauses in these sections, the specifications will prevail over conditions.
- c) The special conditions of contract and the specifications shall prevail over various clauses of B-1 tender form.
- d) In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item, a reference shall be made to the Engineer-in-charge whose elucidation, or decision shall be considered as authentic and final subject of the Clause 30 of B-1 form. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

5 Use of Site :

- a) All land required shall be arranged by the contractor from private land owner/ Revenue Department at his own cost and no claim on this account shall be entertained.
- b) All areas of operation, including those of his staff and labour colonies, in case handed over to the Contractor shall be cleared and handed over back in good condition to the Engineer-in-charge. Except the areas under works constructed from the Engineer-in-charge. The Contractor shall make good, to the satisfaction of the Engineer-in-charge any damage or alteration made to areas which he has have to hand over back or to other property of land handed over to him for the purpose of this work.
- c) The lands shall as herein before mentioned , be handed over back to the Engineer-in-charge within three months after the completion of the work under this contract or the termination of the contract which ever is earlier. Also no land shall be held by the Contractor longer than the Engineer-in-charge shall deem necessary and shall on due notice by the Engineer-in-charge vacate and return the land which Engineer-in-charge may certify as no longer required by the Contractor for the purpose of works. In case the lands are not handed over back to the Corporation within time limit, specified above, penal rant as may be decided by the Engineer-in-charge will be recoverable.

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- d) The vegetation and forest is noticeable in project area. The contractor should take almost care for the preservation of this vegetation and forest. Any damage in this vegetation and forest will have to be compensated by the Contractor and decision from Engineer-in-charge will be final and binding on Contractor.

6 CONTRACTOR NOT TO DISPOSE OFF SOIL ETC.

The Contractor shall not sell or otherwise dispose off or remove expect for the purpose of this contract , sand , stone , clay, ballast, earth, rock or other substance or materials which may be obtained from the excavation made for the purpose of this contract or any produce from the site. All such substances, materials and produces shall be the property of Corporation and shall be disposed off in a manner and at a place shown in the drawings or as and where the Engineer-in-charge may direct.

7 Gold / Silver, Minerals, Oils, Relics, etc. found on the side ;

All gold, silver, oil or other minerals of any description and all precious stones coins, treasure, relic, antiquities and other similar things which shall be found in or upon the site shall be property of the Government and the Contractor shall fully preserve the same to the satisfaction of the Engineer-in-charge and shall from time to time, deliver the same to such person or persons as the Engineer-in-charge may appoint.

8 Access to site and work and co-operation with other contractor :

The Engineer-in-charge may , if he consider fit, from time to time , enter on any lands which may be in the possession of the contractor under the contract for the purpose of executing any works not included in the contract and may execute such works not included in this contract by agents or by other contractor at his option and the Contractor shall in accordance with the requirements of Engineer-in-charge afford all reasonable facilities for execution of the work, including occupation of lands by structures or otherwise to any other Contractor employed by the Corporation and his workmen or for the workmen of the Corporation who may be employed in the execution on or near the site of work not included in the contract, or of any contract in connection with or specially to the works and in default, the Contractor shall be liable to the Corporation for any delay or expenses incurred by reason of such default.

The Contractor shall not however, on account of any such modified, new or extra work executed by or for the sake of the Corporation be entitled to claim relief from the obligation to execute the works. The Contractor shall also co operate with other Contractor with all fairness and mutual understanding and use the common facilities like access roads to quarries, water supply arrangement etc.

The Contractor shall also not cause advertently or inadvertently any obstruction or impediments in the progress of the other works being executed by Corporation or through other agencies. In the event of dispute regarding the claim, the responsibility, liabilities etc. in respect of such facilities, the decision of the Engineer-in-charge shall be final.

9 Cleaning Up :

- a) The Contractor shall at all times keep the construction area and his colony and storage free from accumulation of waste or rejected materials.
- b) Prior to the completion of the work, the Contractor shall remove all rubbish from and around the premises and all tools, scaffolding, equipment and materials which are not part of permanent structures except otherwise asked for or as provided under any other clause of this Contract , the premises will be left in a manner fully satisfactory to the Engineer-in-charge.

10 LAYOUT OF CONSTRUCTION ROADS :

The contractor shall have to submit detailed plan to Engineer-in-charge , showing the layout of the work site, roads and approach roads proposed by him before he starts the actual work , such a road layout plan will be scrutinized by the Engineer-in-charge and any modification suggested by him will be binding on the Contractor. If it is decided by the Engineer-in-charge to have some of the roads proposed by the Contractor as common roads, for common use of Corporation and other Contractor or convenient and for compact and planned layout of work site, the Contractor will be bound to construct them and allow them to be used simultaneously by other Contractor and department. In case of disputes, the decision of the Engineer-in-charge shall be final and binding on the Contractor

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11 PERIOD AND HOURS OF WORK:

The work shall be done usually during the day time. In the interest of progress if it is felt necessary to work during night, the Contractor shall obtain specific permission of the Engineer-in-charge. If the work is to be done at night, prior permission of Engineer-in-charge should be obtained and adequate lighting arrangement shall be made as directed by the Engineer-in-charge

12 Singing Field Books, Longitudinal Sections, Cross Section and Measurement Books :

- 12.1** Before starting the work , and at the end before the work is covered, levels for plotting the longitudinal section (along the axis as decided by the Engineer-in-charge or his authorized representative) and cross sections of the portion of the work shall be taken by the authorized engineer of the Contractor in the presence of the Engineer-in-charge for his duly authorized representative and the same shall have to be got attested from the Engineer-in-charge or his authorized representative in token of acceptance. If the Contractor fails to take measurements and sign them the measurements and sign them the measurements recorded by the Engineer-in-charge or his representative in the authorized books shall be final and binding on the Contractor. For this purpose, suitable date or dates shall be fixed by the Engineer-in-charge and intimated to the Contractor at least three days in advance. If the Contractor or his duly authorized agent fails to attend on the appointed date or dates, the level shall be taken in his absence and such levels and longitudinal sections and cross section bases thereon shall be final and binding on the Contractor. The levels will be taken on such alignment and

cross section as will be useful for reference permanently and described under specification for "Excavation". The point of location for the level will depend upon the roughness of the area and will also be at least in conformity with the requirements of specification for 'Excavation' as far as possible.

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13 Programme of Construction :

Work and Progress Schedules :

The construction Programme is given in annex "A" to section 1 – Detailed Tender Notice / enclosed at the end of Schedule "B" of tender document based on which the physical Programme is prepared. If the tenderer does not agree with this Programme, he shall submit his own Programme without changing total period of tender along with tender documents inclusive of the physical Programme as stated above, subject to the provision that 50 % of the work shall be completed in 50% of the contract period.

In case, it is subsequently found necessary to alter this programme agreed in the contract document, including the changes in the sequence of the items, the Contractor shall submit in good time a revised programme incorporating necessary modifications proposed and get the same approved from the Engineer-in-charge.

Additional detailed programme for each working season, beginning from October, showing the progress to be achieved month by month for controlling items shall also be submitted to the Engineer-in-charge not later than the 31st August proceeding the working season and got approved. The Engineer-in-charge is further empowered to ask for more detailed programme, say week by week, for any items of special importance and Contractor shall supply the same as and when asked for without delay.

The submission of the works programme and approval to it by the Engineer-in-charge shall not relieve the Contractor of any of his duties or responsibilities under the Contract, like timely completion, the damages due to flood or other natural calamities etc. The Contractor shall not be entitled for any claims for any damages caused, due to particular works programme. It is entire responsibility of the Contractor to frame the programme after anticipating the rains, floods etc. Actual work turned out shall be mainly taken into account and not just the sum total of the various payments made to the Contractor. The advance on the material brought to the site of work will be accounted for while arriving at the progress achieved by the Contractor in terms of proportion of the total work tendered for.

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14 Materials:**a) Cement : - (Procured by Contractor)**

The cement shall conform to I.S. 269-1967 and subsequent revisions for Portland Cement and I.S. 1489- 1976 and subsequent revision for pozzolana cement.

All cement required for the work under this contract shall be procured, well in advance by the Contractor in polythene bags of twenty to a metric tone as received from the cement factories. The cement bags shall be branded by word "Government Of Maharashtra" with 80 mm high and 15 mm thick letter of one side of bag.

The Contractor shall by written application collect the authorization letter indicating Contract number, quantity of cement, from the Engineer-in-charge to the Corporation approved cement factory, from where the Contractor intends to purchase the cement to brand the cement bags as stipulated above. Following cement factories have been approved by the Corporation.

1) ACC Ltd. , 2) Manikgarh, 3) L & T, 4) CCI (Tandur factory), 5) Narmada , 6) Rajashree. 7) Orient Cement

The contractor shall produce proof of purchase of cement from authorized dealer . The purchase bill should be produced.

Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used. Cement shall kept in a store under double locking arrangement (One lock to be operated by Contractor and second lock to be operated by the authorised person of Corporation) so that it can taken out or fresh stock admitted with the knowledge of supervising staff of the Corporation. The watch and ward of the cement stores shall be the responsibility of the Contractor.

In the event of cement in branded bags remaining surplus due to authorised reduction in quantity of work certified by the Engineer-in-charge and as noticed after the issue of completion certificate, the Contractor may choose either of the following three alternatives.

1. To transfer the cement in branded bags, with prior written permission from the Engineer-in-charge, to any of the Contract work with the Corporation and account for the same therein.

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2. To sell the cement in branded bags with prior written permission from the Engineer-in-charge, to any of the Contractor carrying out the works on contract with the Corporation, at a price to be negotiated by both the Contractor and account for the same.
3. To sell the cement in branded bags with prior written permission from the Engineer-in-charge, to the Corporation at the Ex-factory price + sales Tax + Octroi, if any + delivery at Corporation godown as directed by the Corporation. If the purchase price paid by the Contractor plus delivery at Corporation go down is less than the above, the lower of the two shall be considered. The Corporation will be accept the cement in branded bags only if the same is as per the specifications and of acceptable quality.

b) Steel : - (Procured by Contractor)

- A. The contractor shall procure steel from the market. The contractor shall make necessary arrangement at his own cost for sample from the available stock and shall conform with the specification laid down by the Bureau of Indian standards (vide their specification Nos. IS 432 (Part-I) of 1966, 1139-1966, 1786-1976)
- B. The contractor should store the steel of 60 days requirement at the least one month in advance.
- C. The contractor will have to construct sheds for storing steel having capacity not less then the steel required for 90 days use at approved location. The Engineer-in-charge or his representative shall have free access to such stores at all time.
- D. The contractor shall further, at all times satisfy the Engineer-in-charge on demand, by production or records and books or by submission of returns and other proofs as directed that the steel is being used as tested and approved by the Engineer-in-charge for the purpose and the contractor shall at all times keep his records upto date to enable the Engineer-in-charge to apply such checks as he may desire.
- E.1) For bar diameter 22mm and above the steel should be procured from one of the main producer only (SAIL, TISCO, RINL-VSP) with test reports in the format in Technical Specification.

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- 2) In respect of bar dia. from 6mm to 20mm the steel Manufactured by ISI approved rolling mills can be accepted along with the supply of main producer like SAIL, TISCO, IISCO, RINL-VSP provided the third party inspection is carried out and test certificate for the steel supplied by the convergent Agent and ISI approved re-rolling mill.
- 3) The contractor shall procure steel plates from standard supplier like SAIL, Essar and Jindal. The contractor shall make necessary arrangement at his own cost sample from the available stock and shall confirm with the specification laid down by the Bureau of Indian Standards IS.

Quality of Supply & Testing :

- 1) All material supplied shall be strictly as per specification laid down and in strict accordance with and as per ISI standard and the test shall give results on parameter and recommendation as below: (Technical Specifications for Steel).
- 2) The contractor should submit the test certificates/ reports (as detailed above) from the Manufacture's / from whom the supply is effected for respective quantity of material conver ion Agent/ISI approved rolling mills.
- 3) The material should be tested to ISI specification. The third party inspection and testing of steel bar be got through one or the following agencies.
 - (i) Loyd's Register Industrial Services(I) Ltd. Mumbai,
 - (ii) Certification Engineer International Ltd. (A wholly owned subsidiary of Engineer India Ltd.) Mumbai,
 - (iii) RITES, Mumbai,
 - (iv) S.G.S. India Limited, Mumbai,
 - (v) Bureau Veritas Industriel Services (India) Pvt. Ltd. Mumbai,
 - (vi) Tata consultancy Services, Mumbai,
 - (vii) ITENG Engineer Pvt. Ltd. Mumbai.

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- 4) For quality Control of Work executed by Contractor third party inspecting agency will be appointed by the contractor with prior permission office corporation. All fees, testing charges will have to be borne by the contractor.

All the test viz. for parameter (listed by Technical Specification) as specified in the relevant Indian Standards shall be carried out by Third Party inspection and reports should be produced. For M.S. Rounds (IS : 2062 Grade 'A') and Tor steel / CTD Bar (IS : 1786) and M.S. Steel plates CTS the physical and chemical testing should be witnessed by the Inspector of Third party inspecting Agency and Approval Note should be given truck / trailer wise by the third party inspecting agency. All the charges for the same would be born by the contractor.

- 4) The Quality Control Unit / Division / Circle may call for the reports as in the 1 to 3 above. The same should be produced by the concerned.

15 Laboratory for testing work :

Whenever the testing of materials , concrete mixes , motor and also of foundation of completed works are required as per the detailed specification or otherwise **required by the Engineer-in-charge, the same shall be carried out at the laboratory, selected by the Engineer-in-charge at Contractor's cost and the results given by this laboratory shall be considered correct and authentic by the Contractor.**

The materials, mixes and any other arrangements, including labourer , shall be supplied by the Contractor to the Corporation free of cost. The sample for testing shall be taken in the presence of Engineer-in-charge or his representative present on site.

The Contractor or his authorised representative shall have a free access in these laboratories; to get himself satisfied about procedure of testing etc. Even if the contractor or his representative fails to remain present while collecting samples or testing the results will be considered as authentic and binding on the Contractor.

16 Hire of Construction Equipments:

Construction equipment owned by the Corporation, if available and can be given on hire conveniently, will be made available on specific request, to the Contractor at rates that will be prescribed by the Corporation from time to time. Supervision charges will also be levied as prescribed by the Corporation from time to time. The Contractor shall execute the agreement bond as prescribed by the Corporation, and shall agree to the specific rates of hire and supervision charges in force on day of transaction in writing before machinery is taken out of the Corporation's yard by him. The contractor shall pay irrevocable bank guarantee for the value equal to 25% of the cost of similar new machinery for period equal to the period of hire plus three months. Some such items of equipment are indicated below :

Rates Equipment

i) Tanker _____ ii) Diesel road roller _____
 iii) Tipper _____ iv) Dozer _____
 v) Loader _____ vi) concrete paver _____

The machinery shall be entirely in the custody of the Corporation. It shall be issued to the contractor at the yard where they are stationed the machinery will not be allowed to leave the work area on any account. All machinery so hired will be entirely operated and maintained by the Corporation in consideration of the hire charges to be paid by the contractor.

If any equipment is to be used in excess of 8(eight) hour per day, permission of the Engineer-in-charge shall be obtained in advance.

Reckoning of working hour will start from the time the machinery leaves corporation yard, where it has to return to it daily, and in other cases, when the machinery actually starts working. Closing time of working will be when it returns to the Corporation yard or actually ceases working for the day, respectively.

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Logbook shall be maintained by the engineer or his authorised representative for each piece of equipment in the form laid down by the engineer. The contractor or his duly authorised agent shall verify and sign in the log book or on the machinery duty slip in lieu thereof daily. If the contractor's representative fails to sign the log book, the entries made by the Corporation's representative shall be binding on the contractor. Any complaint or representation regarding the recorded working hour must be submitted in writing within 24 (twenty four) hours of the close of the shift. The engineer's decision regarding such disputes pertaining to working hour shall be final and binding on the contractor. Complaints or representation made after lapse of 24 (twenty four) hour limit shall not be considered. The log books shall form the basis for raising debits against the Contractor.

All expenses in respect of oil, fuel, grease, cotton waste etc. shall be borne by the Corporation. Crew for operating the equipment shall be provided by the Corporation.

All minor and major repair shall be carried out by the Corporation, to keep the equipment in working condition. However in case of any breakage, damages, slips etc. which may occur due to the negligence of contractor's labour, equipment or staff or by reason, for which Corporation personnel are not responsible, the cost of such damages shall be recovered from the contractor. The decision regarding fixing of responsibility for any damages shall rest with the Engineer-in-charge and decision given by him shall be binding on the contractor.

Equipment shall be given on hire only when these can be spared. No claim on account of sickness or non availability of machinery shall be entertained.

In case of damage to the equipment during haulage to site of work from Corporation stores or servicing yard, full cost of repair shall be recovered from the contractor when damage is due to rough handling. The damage to trucks / tipper due to bad haulage roads will also be recovered from the contractor. Decision of the Engineer-in-charge regarding to repair and cause of damage shall be final and binding on the contractor.

A truck, tipper, tanker any other equipment may be hired for a single day at a time and the minimum charges to be levied will be 8 (eight) hours plus mileage or for 8 (eight) hours when mileage is not applicable.

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Compressor and concrete mixer shall not be hired for less than a day time and minimum charges for hire will be that for four hours per day. Crusher shall not be hired for a period less than a month, at a time, and the minimum charges for hire will be those of 25 (twenty five) days and 8 (eight) hours per day.

17 A) Bills and Payments :

1. Two running payments in a month are permitted. First bill shall be submitted by the contractor by 10th day of the month. Payment of this bill shall be effected as stated in Clause 10 of B-1 form. Second bill if necessary shall be submitted by the contractor by the 25th day. Payment there of shall be effected as stated above. Non - submission of the bills on the scheduled dates will absolve the Corporation of the liability to make payment.
2. The format of running bill on which the bills are to be submitted by the contractor will be supplied to the contractor by the Corporation. Printed copies of the bill forms as per this format shall be arranged by the contractor at his cost. The bills in five copies shall be submitted to the concerned Deputy Engineer, in the standard proforma only.
3. The final bill shall be submitted within one month of the date of issue of completion certificate. The final bill shall be paid within six months of initial submission.

17 B) 2) Due to financial crisis in the Corporation it may not be possible to pay the bills regularly as per agreement. They should also note that no claims will be entertained on this ground.

3) At the time of acceptance of tender, the contractor should make an agreement on stamp paper of Rs.100/- as per Appendix 'K' regarding payment of bills duly attested & this agreement will be a part of the contract document.

SECURITY DEPOSIT :

The security deposit accumulated from deductions from the running account bills may from time to time and at any time, on application by and at the cost of the contractor, be converted into interest bearing Corporation securities, approved by and in the name of the Corporation. Should the market value of the securities fall, for any reason whatsoever below the specified, the contractor shall make good the same in cash or as may otherwise be acceptable whenever called upon to do so or to replace the security by other acceptable to the Engineer-in-charge.

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- 18** The contractor shall bear all charges for commission and brokerage incidental to the purchases, safe custody, withdrawal and collection of interest on these securities.

No interest on money due to the contractor :

No omission by the engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract nor shall the contractor be entitled to interest on any guarantee bond or payment in arrear nor on any balance which may on the final settlement of his account be found due to him.

- 19 Other Contractor for the work :**

Corporation has the right to split-up the project work detailed in the work and site conditions, into distinct items and this contract shall apply only to those items which shall have been specified in this contract.

- 20** Should Corporation enter into agreement with other contractor for specified items of the project work, each contractor shall co operate with other to the fullest extent and shall allow other every facility and co-operation for execution of their works simultaneously and satisfactorily, as intended in the designs, specifications and drawings.

Should there be dispute or disagreement between the contractor for any cause whatsoever, the same shall be referred to the Engineer-in-charge whose decision regarding the co- ordination, co-operation and facilities to be provided by any the contractor to other shall be final and binding on all parties and such a decision or decisions shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract nor form the grounds for any claim of compensation.

Contract document and matter to be treated as confidential :

All documents, correspondence, decisions and other matter concerning the contract shall be considered as of confidential and restricted nature by the contractor and he shall not divulge or allow access there to any unauthorized peron.

21 Access to the Contractor Books :

Whenever it is considered necessary by the Engineer-in-charge to ascertain the actual cost of execution of any particular item of work or supply of plant or materials he shall direct the contractor to produce the relevant documents, such as pay-rolls, records of personnel, invoices of materials and any and all other data and documents relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish information, pertaining to the aforesaid items in the mode and manner that may be specified.

22 Breach on Part of Corporation not to Annual Contract :

No breach or non-observance on the part of Corporation of any of the conditions contained herein shall annul this contract or discharge the contractor from the observance and performance thereof, but on application by the Engineer-in-charge, an extension of time may be given to the contractor in respect of such breach or non-observance by the Corporation, which shall be governed by clause 6 of B-1 form.

- 23** The contractor shall not, however, be entitled to consideration or any extension of time for any item of the work unless the contractor shall have made an application in writing to the Engineer-in-charge within one month of the arising of the cause needing such extension, but the Engineer-in-charge may at his discretion, which shall be conclusive, waive the condition regarding this period of one month.

Local Laws :

All local laws in force at the time of entering into the contract and those enacted there after shall be binding on the contractor and he shall abide by the same.

- 24** All import and excise duties, sales tax, local panchayat tax and other taxes shall be borne by the contractor and they shall be deemed to have been covered by his quoted tender rates, except that the contractor shall not be liable to any land tax for the land handed over to him for the operation in connection with this contract or for his colony or appurtenant works constructed by him for the purpose of this contract.

The contractor shall also be liable to all relevant provisions of the Indian Income Tax Act which may be applicable to him from time to time.

Contractor

Corrections

Executive Engineer

The contractor shall protect and indemnify Corporation against all claims or liabilities arising from or based on the violation such laws, ordinances, regulations by laws by him or his employee.

Personnel of the Contractor :

The contractor shall , at all times maintain on the work, a staff of duly qualified engineer and supervisor of sufficient experience of similar other jobs, to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the work, a works Manager of sufficient status, experience and office, and duly authorize him to deal with all aspects of the day to day work. All communications to and commitments by this work Manager shall be absolutely binding on the contractor.

- 25** The contractor shall supply to the Engineer-in-charge details of names, qualification and experience in regards to all supervisory staff employed by the contractor and notify charges when made, and satisfy the Engineer-in-charge regarding the quality and sufficient of staff thus employed.

The Engineer-in-charge will have the unquestionable right to ask for changes in the quality and number of contractor staff. The contractor shall on the written directives of the Engineer-in-charge, remove from the works any person employed thereon, who may in the opinion of the Engineer-in-charge be incompetent or has misconduct him. Such persons shall not be employed again, on the work, without the written permission of the Engineer-in-charge. The contractor shall have to submit information regarding proof of payment of Professional Tax and the clearance certificate in format vides Appendix "I".

Death Bankruptcy Etc. :

If the contractor shall die or commit any act of bankruptcy or being a Corporation commences winding up except for reconstruction purposes or carry on its business under a receiver, the executor , successor or other representative in law of the estate of the contractor or any such receiver, liquidator or any person whom the contract may become vested , shall forthwith give notice there of in writing to the Corporation and shall for one month , during which he shall take all reasonable steps to prevent a stoppage of work , have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the Corporation, but not exceeding value of the work for the time being remaining unexecuted. In the event of stoppage of work, the period of the option under this clause shall be fourteen days only. Should the above option be not exercised, the contract may be terminated by Corporation, by a notice in writing the contractor or his successor. The power and provisions reserved to Corporation in this contract of taking of the work out of the contractor's hand shall immediately become operative. Copy of such notice shall be pasted on work site and advertised in newspaper.

26 Notices, How to be given :

Where any legal or other notice or any other documents or any other direction is to be given to or served upon the contractor , it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognized agent or Works Manager (including in the case of company, the Secretary of such company) or delivered at or sent through the post, addressed to the last known place of business , or abode of the contractor, a notice or other documents which shall be so given to or so served on any one of the partner in such firms, shall be deemed to have been given or served on all of them.

27 Work Order Book :

The contractor shall maintain bound work order book at work site as the Engineer-in-charge may direct. This work order book shall have machine numbered pages in triplicate. The contractor shall make them available to the Engineer-in-charge or his representative whenever called for.

Contractor

Corrections

Executive Engineer

Executive Engineer or his representative may record order about works , in this book, leaving the original copy in the book and removing the second and third copy with him. The contractor or his authorised representative, shall also sign this work order, in token of it's acceptance.

All order recorded in these work order book, shall be deemed to have been served on the contractor. On completion of the work all the work order books may be handed over to the Engineer-in-charge.

In the event of refusal of the contractor's representative on the spot to sign the work order book, Engineer-in-charge shall take the necessary further steps in respect of further communication and control, modification or stoppage of works as deemed fit at the entire responsibility of the contractor.

Passing of Foundation Etc.

After the completion of the work of excavation, the same will be checked and passed by the Executive Engineer. No masonry or concrete or back filling shall be laid unless the foundation is so passed. No concreting shall commence unless the centering and the reinforcement is checked and passed by the Engineer-in-charge.

28 Reference to Standard Specification :

The specification of the work as enclosed with this contract document are drawn with a specific reference to site conditions and do not every where include the details of the standards test and procedures which are already laid down and available in the current Indian Standard specifications. Wherever such details are not specified in this contract, the provision under current Indian Standard Specifications and /or the standard Specifications (1970) of the Government of Maharashtra shall be deemed to be applicable.

29 Communication and Notices by Contractor :

All communications and / or notices pertaining to works and concerning matter , such as passing and approving of foundation, reinforcement and form work, measurements, mark outs etc. shall not be addressed by the contractor to an Officer below the rank Sub- Divisional Officer. All such notice communications etc. shall be addressed in good time so as not to hold up the work.

Contractor

Corrections

Executive Engineer

30 Non-Compliance of Contract Conditions :

If the contractor shall neglect or fail to proceed with the works, with due diligence or he violates any of the provisions of the contract, the Engineer-in-charge may give notice to the contractor, identifying deficiencies in performance and demanding corrective action. The Engineer-in-charge, shall also clearly state in the notice the nature of action, that shall be taken, if contractor fails to fulfill by necessary corrective action.

- 31** Depending on nature of default the Engineer-in-charge at his discretion, shall have two options, regarding action to be taken in case of default by contractor. He shall withhold any of the payments due to the contractor or shall terminate the contract in whole or in part. But Engineer-in-charge shall, clearly mention in his notice, the action that shall be taken if the contractor fails to take the corrective action. The period of 14 days shall be given to the contractor to take such corrective action after the issue of such notice.

No claims for compensation of any sort, from contractor will be entertained for withholding the bills indefinitely till specified requirements are complied with by the contractor.

After the issue of the notice about default by the contractor, the contractor shall not remove, from the site any plant, equipment and materials. The Corporation shall have a lien on all such plants, equipment and materials, from the date of such notice, till deficiencies have been corrected.

Extra Items :

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer-in-charge. The rates for extra items will be governed by the provisions of clause 14 and 30 of conditions of contract.

32

Contractor

Corrections

Executive Engineer

33 Price Variation :

If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for industrial worker for JALGAON center as per Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Wholesale Price Index for all commodities prepared by the office of Economic Adviser, Ministry of Industry, Government of India, or in the prices of Petrol / Oil and Lubricants, major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

- 1) Labour Component :
- 2) Material Component :
- 3) Petrol, Oil and Lubricants Component :
- 4) Bitumen Component :
- 5) HYSD & Mild Steel Component :
- 6) Cement Component :
- 7) C.I. and G.I. Pipes Component :
- 8) Royalty Charges :

DELETED

calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of Labour, Material & POL components shall be 100 and other components shall be as per actual.

1.	Labour Component -	K_1	(NIL %)
2.	Material Component -	K_2	(NIL %)
3.	POL Component -	K_3	(NIL %)
4.	Bitumen Component - Gr 30/40		Rs. Nil
	Bitumen Component - Gr 60/70		Rs. Nil
5.	HYSD & Mild Steel Component		Rs. 36,500/- MT
6.	Cement Component		Rs. 5,800/- MT
7.	C.I. and G.I. Pipe Component		Rs. Nil

Note :- If Cement, Steel, Bitumen, C.I. & G.I. Pipes are supplied on Schedule 'A', then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

Contractor

Corrections

Executive Engineer

1. Formula for Labour Component :

$$V_1 = 0.85 P \left(\frac{K_1}{100} \times \frac{L_1 - L_0}{L_0} \right) \text{ Where,}$$

V_1 = Amount of price variation in Rupees to be Allowed for Labour component.

P = Cost of work done during the quarter under Consideration minus the cost of Cement, HYSD and Mild Steel, bitumen, C.I. & D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

(These star rates shall be specified here)

K_1 = Percentage of labour component as indicated above.

L_0 = Basic consumer price index for **JALGAON center** shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

L_1 = Average consumer price index for JALGAON center for the quarter under consideration.

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

2. Formula for Materials Component :

$$V_2 = 0.85 P \left(\frac{K_2}{100} \times \frac{M_1 - M_0}{M_0} \right) \text{ Where,}$$

V_2 = Amount of price variation in Rupees to be Allowed for Materials component.

P = Same as worked out for labour component.

K_2 = Percentage of material component as indicated above.

M_0 = Basic wholesale price index shall be average all India wholesale price index for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.

M_1 = Average all India wholesale price index during the quarter under consideration.

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

3. Formula for Petrol, Oil and Lubricant Component -

$$V_3 = 0.85 P \left(\frac{K_3}{100} \times \frac{P_1 - P_0}{P_0} \right) \text{ Where,}$$

V_3 = Amount of price variation in Rupees to be Allowed for POL component.

P = Same as worked out for labour component.

K_3 = Percentage of Petrol, Oil & Lubricant component.

P_0 = Average price of HSD at **Mumbai (OML)** during the quarter preceding the month in which the last date prescribed for receipt of tender, falls

P_4 = Average price of HSD at **Mumbai (OML)** during the quarter under consideration.

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

4. Formula for Bitumen Component.

$V_4 = QB (B_4 - B_0)$ — Where

V_4 = Amount of price variation in Rupees to be Allowed for Bitumen component.

QB = Quantity of Bitumen (Grade.) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration.

B_4 = Current, average ex-refinery price per metric tone of Bitumen (Grade) under consideration including taxes (octroi, excise sales tax) during the quarter under consideration.

B_0 = Basic rate of Bitumen in rupees per metric tone as considered for working out value of P or average ex-refinery price in rupees per metric ton including taxes (octroi, excise sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

5. Formula for HYSD and MILD Steel component.

$V_5 = \frac{S_0 (SI_4 - SI_0)}{SI_0} \times T$ — Where,

V_5 = Amount of price variation in Rupees to be Allowed for HYSD/ Mild Steel component.

S_0 = Basic rate of HYSD/Mild Steel in rupees per metric tonne as considered for working out value of P

SI_4 = Average Steel Index as per RBI Bulletin during the quarter under consideration.

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

SI_0 = Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls

T = Tonnage of steel used in the permanent works for the quarter under consideration.

Contractor

Corrections

Executive Engineer

6. Formula for Cement component.

$$V_6 = \frac{C_0 (C_1 - C_0)}{C_0} \times T \text{ ————— Where}$$

V_6 = Amount of price escalation in Rupees to be Allowed for Cement component.

C_0 = Basic rate of cement in rupees per metric ton as considered for working out value of P

C_1 = Average cement Index published in the RBI Bulletin for the quarter under consideration.

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

C_0 = Average of cement Index published in the RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender, falls

T = Tonnage of cement used in the permanent works for the quarter under consideration.

7. Formula for C.I./D.I. Pipe component

$$V_7 = Q_d (D_4 - D_e) \text{ ————— Where}$$

V_7 = Amount of price escalation in Rupees to be Allowed for C.I./D.I. pipe components.

D_e = Pig Iron basic price in rupees per ton considered for working out value of P

D_4 = Average Pig Iron Price in rupees per ton during the quarter under consideration (published by I.I. SCO)

(if bill is submitted monthly and average price index of the operative period if bill not submitted monthly)

Q_d = Tonnage of C.I./D.I. Pipes used in the works during the quarter under consideration.

The following condition shall prevail :-

- i) The operative period of the contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer in-charge as regards the operative period of the contract shall be final and binding on the Contractor.

Contractor

Corrections

Executive Engineer

Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L_1 , M_1 , C_1 , P_1 , B_1 , SI_1 and CI_1 to levels corresponding to the date from which such compensation is levied.

- ii) This price variation clause shall be applicable to all contracts in B_1 / B_2 and C Form but shall not apply for piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of clause 38/37 of the contract from B_1/B_2 respectively. Since the rates payable for the extra items or the extra quantities under clause 38/37 are to be fixed as per the current D.S.R. or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under clause 38/37 of the contract from B_1/B_2 extends beyond the operative date of the D.S.R. then the rates payable for the same beyond the date shall be revised with reference to the current D.S.R. prevalent at the time, on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.
- iv) This clause is operative both ways, i.e. if the price variation as calculate above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

Contractor

Corrections

Executive Engineer

34 Payment of Running Account Bills

With reference to clause 10 B-1 form the payment of Bills will be made monthly to the extent of availability of fund for the work under this contract. In case this cannot be adhered to due to in adequacy of funds, the contractor shall continue the work without any claim for compensation. The bills be paid as soon as sufficient funds become available.

35 Co-ordination with other contractor :

The contractor should note that there will be other agencies including corporation, working in the same area for works other than that included in this contract. The contractor shall co operate with these agencies to the fullest extent and shall allow them reasonable facility and co- ordination for execution of work, simultaneously and satisfactorily as intended in the contractor conditions, specifications and drawing.

Should there be a dispute or disagreement between the contractor and other agencies for any cause whatsoever, the same shall be referred to the Engineer-in-charge whose decision regarding co-ordination and facilities to be provided by all the contractor or other shall be final and binding on all parties and such decision shall not vitiate any contract or absolve the contractor of his responsibility under the contract, and shall not form ground for any claim or compensation.

36 Undertaking under Contract Labour Act :

The contractor shall furnish the undertaking towards implementation of contract labour Act as given in Appendix - F.

37 Photographs of the Works :

The contractor will not be allowed to take photograph showing field work or the general location of the work. The engineer, may however, at his discretion, allow a few construction photographs to be taken for the purpose of the contractor's record. Prior approval of the Engineer-in-charge should be obtained in such cases and also in case such photographs are to be exhibited in public literature and calendar etc, in all such case, negatives of the photos shall be submitted to the Engineer, after taking approved number of copies and the negative will become the absolute property of the Corporation.

Contractor

Corrections

Executive Engineer

38 Data, Drawings to be furnished by the contractor :

- a) Prior to the commencement of the work, the contractor shall submit to the Engineer-in-charge for approval, drawings or prints in white ammonia paper to size 1020mm x 690mm or 510mm x 345mm as may be suitable, in triplicate, showing the location of major plant, workshop if any, roadways, temporary bridges, unloading facilities and storage yards etc. which he proposes to put at the site and the contractor is supposed to plan with respect to the land provided and it shall not be responsibility of corporation to make available the land suitable to the plan submitted by the contractor.
- b) The contractor shall submit to the Engineer-in-charge within one month from the date of his receiving notice to start work.
 - l) A layout plan of construction plants and equipment's for the execution of the work which the contractor proposes to adopt at site and.
- c) Any changes in the approved layout will be subject to further approval from the Engineer-in-charge.
- d) The approval of the drawings, however, will not relieve the Contractor of his responsibility from any error or omissions.
- e) The submitted detailed designs and drawings of PDN shall be vetted by either CDO NASHIK & VNIT NAGPUR and shall be approved by competent authority Tapi irrigation development corporation, Jalgaon. The decision of the chief engineer Tapi irrigation development corporation, Jalgaon will be final in this regard.

39 Fencing, Lighting and ventilation :

- a) The contractor shall be responsible for the proper lighting, fencing, guarding and necessary health and safety measures while executing all works under this contract and for proper provisions of temporary roadways, guards, footways, fences, caution notices, etc, as far as the same may be rendered necessary by reasons of the work, for the accommodation of workmen, foot passenger or other traffic and of owner and occupier of adjacent property and to the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precaution.

Contractor

Corrections

Executive Engineer

b) Maintenance of Services :

After all the work under this contract is completed and accepted as such, in case the Engineer-in-charge so directs, the contractor shall maintain the lighting, ventilation, communication facilities etc. up to a date determined by the Engineer-in-charge but not longer than for a period of twelve months. All reasonable charges for such maintenance otherwise not required by the contractor for his purpose under the contract will be borne by Corporation. As regards the reasonableness of such charges, the decision of the Engineer-in-charge shall be final and binding on the contractor.

40 Liability for accidents to persons:

It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify the Corporation against any claims for damage to the property, injury to worker or any other person's, deaths etc.

On the occurrence of an accident resulting in death or which is so serious as to be likely to result in death, the contractor shall within 24 hours, report in writing to the Engineer-in-charge, the facts stating clearly about the circumstances in which accident has occurred and the subsequent action taken. Other minor accidents causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-charge. In all cases the contractor shall indemnify the Corporation against all losses or damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the Government as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents.

In the event of accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII, of 1923 including all subsequent modifications thereof, Engineer-in-charge may retain the sums of money as may in the opinion of Engineer-in-charge be sufficient to meet such liability out of the amounts payable to the contractor. These sums shall be recovered from the immediate payment due to the contractor in one installment or in more than one installments. The decision of the Engineer-in-charge regarding this shall be final binding on the contractor. On receipt of award from the Labour Commissioner, the balance amount shall be reimbursed to or recovered from the contractor.

Contractor

Corrections

Executive Engineer

It should be noted that though the Corporation is a Principal employer, the complete responsibility of compensation shall be on the contractor.

41 The contractor to supply and be responsible for the sufficiency of the means employed :

The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools, implements and generally of all the means irrespective of whether such means may or may not have been approved of or recommended by the Engineer-in-charge and the contractor must accept all risks of accidents or damages from whatever cause they may arise, until the completion of this contract.

42 Covering of Works :

The contractor shall give not less than seven days notice in writing to the engineer-in-charge of the work which is proposed to be covered up or placed beyond the reach of measurements so that the measurements may be taken before the work is covered up or placed beyond the reach of measurements. No work shall be covered up or placed beyond the reach of measurements, before ensuring that the measurement of work to be covered up are recorded. Any work covered up or placed beyond the reach of measurements without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses and in default there of no payment or allowance shall be made for such work or for materials with which the same was executed.

43 Quantities of Works :

The quantities of work under the various items in the Schedule "B" Part - I, Schedule of quantities and bid rates as estimated by the Corporation, have been provided as could be reasonably anticipated and should be taken as indicative only. The amount of work will depend upon the actual conditions that will be encountered in the construction and the results of detailed designs which will continue to be refined as more field data and information comes to hand. If the work is started by the Corporation, the quantities put to tender shall be reduced to the extent the work is done by the Corporation upon the date of starting the work by the contractor. No claims due to reduction in quantity on this account will be entertained.

Contractor

Corrections

Executive Engineer

44 Accuracy of lines, levels and Grades :**Setting Out :**

- a) The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimension, alignment of all parts of the work and for the provisions of all necessary instruments, appliances and labour in connection with this.
- b) For the purpose of setting out, one permanent bench mark shall be established by the Corporation near the site, the value of which shall be given to the contractor, by the Engineer-in-charge on demand by the contractor. Similarly the reference line in the form of centre line of junction wall and of some other components, if found by the Engineer-in-charge for complete setting out of the structure shall be given. All the setting out shall be with reference to this bench mark and reference line.
- c) If at any time during the progress of works the error shall appear or arise in the position, level, dimension or alignment of any part of the work, the contractor shall rectify such error to the satisfaction of Engineer-in-charge without any extra cost to the Corporation.
- d) The periodical checking of these by Corporation staff shall not absolve the contractor of his responsibility regarding accuracy. In case of deviation, the contractor shall make good to the discrepancy at his won cost and without any compensation for the additional work involved, Wherever such discrepancies, if any, are found to arise between the work of different contractor at the junction of their work, the relative liability to set right there respective discrepancies shall be fixed by the Engineer-in-charge, whose decision shall be final and binding on the contractor concerned. The Engineer-in-charge shall further have the unquestioned right to rectify the discrepancies and recover the costs from the contractor or contractor according to proportions as he may consider reasonable.
- e) It is the responsibility of contractor to preserve the benchmark and the reference points established for setting out.

Contractor

Corrections

Executive Engineer

45 Excavated Material :

All the materials available from excavation will be the property of corporation and shall be disposed off only as direct by the Engineer-in-charge. The materials of approved quality available from the excavation including that carried out by the Corporation may be used by the contractor in the items of works included in Schedule "B" for ancillary or preparatory work free of cost. Prior approval of Engineer-in-charge for such use shall, however, be taken. The contractor shall make proper arrangements for sorting out and stacking materials of approved quality that he propose to use as aforesaid. Corporation will be free to make use other materials not required or not likely to be required for use by contractor as will be determined by the Engineer-in-charge.

The excavated material not to be used by the contractor as above or stacked for his use, but remaining unused at site after completion of works, shall be disposed of by the contractor as this own cost in a manner and at place shown in the drawings or as and where the Engineer-in-charge may direct.

The contractor should utilize material available from excavated stuff for backfilling.

46 Safety Measures :

The contractor shall arrange for the safety in his operations as required including the provisions in the safety manual published by the Central Water and Power Commission, New Delhi (Jan 1962 Ed) In case the contractor fails to make such arrangements the Engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. The following are some of the measures listed, but the same are not exhaustive and the contractor shall add to and suggest these precautions on his own where necessary and should comply with directions issued by the Engineer-in-charge in this behalf from time to time and at all times.

Providing protective head guard to worker in the work like deep excavation to protect them against fall of overburden materials.

Getting the worker in such jobs periodically examined for chest trouble due to too much breathing in fine dust.

Taking such normal precaution like fencing and lighting to excavations or trenches ,not allowing, nails or metal part or useless timber spread around, marking danger area for blasting whistles etc.

Contractor

Corrections

Executive Engineer

Providing sufficient suitable and safe accesses to all work spots including ladder , gangways, platforms etc. avoiding naked wires etc. such would electrocute the workeRs.

Taking necessary steps toward training the worker concerned on the use of machinery before they are allowed to handle them independently and taking all necessary precautions in and around areas where machines hoists and similar unit are working.

47 Maintenance :

After the works are completed in all respects in accordance with the contract condition, a completion certificate will be issued by the Engineer-in-charge.

From the date of issue of the completion certificate, till the expiry of 12 calendar months, the contractor shall be liable for the replacement of any part of plant or work found to be defective from the causes arising from faulty materials or workmanship or other causes, for which in the judgment of the Engineer-in-charge, the contractor is responsible and for making good any damage arising therefrom.

48 Sundays and Holidays :

No work shall be done on weekly local holidays or on other Government holidays duly gazette or on holidays observed by local usage without the prior sanction of Engineer-in-charge. Withholding of such sanction shall not form any grounds for compensation or extension of time limit.

If on the other hand, the Engineer-in-charge directs that the work shall be proceeded with on days and during hour otherwise not permissible under this contract, the contractor shall proceed with the works as directed without, in any way violating this contract or forming any grounds for compensation or claim.

The contractor shall, in his dealing with labour at all times during the period of this contract, have due regard to local festivals, religious and other customs and all relevant laws.

Contractor

Corrections

Executive Engineer

49 Bank Guarantee :

Bank guarantee shall be given on the stamp paper of Rs. 100/- in the form prescribed by the Corporation. The bank guarantee shall be valid for the entire period of contract till the date of issue of completion certificate as prescribed under para No. 7 of conditions of contract. It will be the responsibility of the contractor to get validity of Bank guarantee extended on the stamp paper of Rs. 100/- at least one month prior to expire date from time to time, failing which the Bank guarantee shall be encashed by the Corporation before expiry date of bank guarantee and cash accrued will be at the disposal of the Corporation without interest.

50 Handing over of Work :

All the work and materials, before finally taken over by corporation will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position.

The handing over by the contractor and taking over by the Executive Engineer or his authorised representative will be always in writing of which copies will go to the Executive Engineer or his authorised representative and the contractor. It is however, understood that before taking over such work, Corporation will not put it into regular use as distinct from casual or incidental one, except at specifically mentioned elsewhere or as mutually agreed to.

51 Instrumentation :

In case, it is proposed to have any instrumentation, in work, the instruments and their accessories will be procured and installed by the Corporation as per program framed by the Engineer-in-charge. Care should be taken by the contractor to protect these instruments as well as their connections during various construction operations. The contractor shall also extend all facilities for installation and observation of these instruments. All the operations required for facilitating the installation of the instruments shall stand included in the relevant items of tender. No claim, however shall be entertained due to any delay or obstruction that might be created due to installation or observation.

Contractor

Corrections

Executive Engineer

52 Inspection of Works :

The Engineer or his duly authorized representative shall have at all times full power to inspect the work, whenever in progress either on the site, in the contractor's premises or the work site. Further, contractor shall not without written authorization, permit entry on site of work of any person except authorized representative of the Corporation or the Engineer or the contractor's staff and labour directly engaged on and in connection with the work.

The contractor shall, at his cost, provide all necessary facilities for proper inspection and supervision of the work, gangways, platforms, scaffolding and ladder , etc. of suitable dimensions and sufficiently strong at appropriate locations and all accesses to passages etc. shall be well lighted and maintained in good order. The engineer's decisions about the sufficiency and adequacy thereof shall be final.

The contractor shall, during working hour , maintain supervisor of sufficient training and experience to supervise various items and operations of the work and the said supervisor shall remain present during inspections of the engineer. All order and directions given to such supervisor or other staff of the contractor shall be deemed to have been given to the contractor directly. Further the engineer may, by due notice to the contractor, to be present on any specified inspection and the contractor shall comply with such directions.

53 Opening out Works :

Should the Engineer consider, if necessary in order to satisfy himself as to the quality of work the contractor shall at any time during the continuance of the contract pull own or cut into any part of the work, and make such openings into and to such an extent through the same as the Engineer may direct and the contractor shall make good the same at his cost and to the satisfaction of the Engineer.

54 Removal of imperfect Works :

If it shall appear, that the work has been executed with unsound, imperfect or of an inferior quality or otherwise not in accordance with the contract documents, the contractor shall at his own cost rectify, reform, remove or reconstruct the same, wherein whole or in part as may be directed by the engineer, whether or not the value of any such work of materials shall have been included in any payment made to the contractor. The decision of the Engineer-in-charge shall be final and binding on the contractor. The Executive Engineer may, if he thinks fit, allow such work to be paid at reduced rates and his decision will be final and binding, provided further that the rates fixed by the engineer, be not acceptable to the contractor, he shall have the option to replace the defective work or materials with ones in accordance with the specified standards.

55 Jurisdiction of Court of disputes :

Disputes, if any, arising out of this contract shall be subject to the jurisdiction of the Court of Jalgaon and High Court of Aurangabad.

56 Mode of payment of the quantities of excavation, masonry and concrete items executed in excess of 125% :

- 56.1** Clause No. 38 of B-1 Tender Form pertains to payment of quantities of different items of Schedule "B" in excess of 125% of the tendered quantities. It is to be clarified that in the case of items of excavation in soft strata and hard strata, in the present tender, this clause will become applicable only if the total quantity of excavation (i.e. quantity given in Schedule "B" part -1, Excavation in soft strata, quantity given for Excavation in hard strata) exceeds by 125% during execution. For payment of quantity executed in excess of 125% of total quantity of excavation following procedure will apply.

Contractor

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Executive Engineer

Case 1: Where quantity of excavation executed , exceeds 125% of total tendered quantity of items of excavation in soft strata and in hard strata, but quantity, executed of any one of the individual items is less than or equal to the tendered quantity for that item. All the excess quantity beyond 125% of total tendered quantity in items of excavation in soft strata and hard strata; will be paid by revising the rate of only that item where excess had occurred.

Case 2: Where total quantity of excavation executed for both (excavation in soft strata and hard strata) exceeds 125% of the total tendered quantity of items of excavation, quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of

Executed quantity of individual of excavation.

Total executed quantity of items of excavation in soft & hard strata.

And will be paid by revising the rate of individual item as per clause 38(2), subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity.

In case of executed quantity is less than 75% of the total quantity of excavation in soft strata and hard strata , these will be treated on similar lines as in case (1) & (2) above.

Case 3: Where total quantity of all masonry items taken together exceeds 125% of the total tendered quantity of all masonry items, quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of

Executed quantity of individual item of masonry

Total executed quantity of all masonry items taken together.

And will be paid by revising the rate of individual item as per clause 38(2) subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity.

In case of executed quantity is less than 75% of the total quantity of masonry items taken together, these will be treated on similar lines as in case (1) & (2) above.

Contractor

Corrections

Executive Engineer

Case 4: Where total quantity of all concrete items taken together exceeds 125% of the total tendered quantity of all concrete items, quantity in excess of 125% of total tendered quantity will be distributed in the Ratio of

Executed quantity of individual item of concrete

Total executed quantity of all concrete items taken together.

And will be paid by revising the rate of individual item as per clause 38(2) subject to the provision that the revision of rate will be applicable only for the quantity of individual item executed beyond the tendered quantity.

In case of executed quantity is less than 75% of the total quantity of all concrete items taken together, these will be treated on similar lines as in case (1) & (2) above.

For payment of quantity in excess of 125% of tendered quantity for items other than excavation, masonry and concrete items, provision of clause 38(2) of B-1 Tender Form will be applicable.

57 Mode of payment of excavation quantities in running bill and final bill :

57.1 Payment of work done under items of excavation in soft strata and hard strata will be made at 90% of the contract rate in R.A. bills for excavated quantity till the final designed cross section of component as decided by the Engineer-in-charge is reached. The component cross section as per design shall be deemed to have been reached only if no work remains to be executed between the two adjacent cross sections. 100 % of payment at contract rate in R.A. bills may be released only after the work of excavation is completed between two adjacent cross sections and in continuous lengths. No intermediate lengths will be considered.

58 Availability of Funds : - The bills of the Contractor will be paid as per the financial condition of the Corporation so it is not possible to the Corporation to pay contractor's bills as per term of the contract condition therefore the contractor will not be claimed any compensation for the same including additional sum or claims to Corporation / Government. Similarly the concerned contractor, who is first lowest shall have execute the under taking on stamp paper costing Rs.100/- at the time of issuing work order. Similarly the contractor should quote his rate accordingly on the stamp paper also.

Contractor

Corrections

Executive Engineer

59 Royalty charges for material :- Contractor shall pay Royalty charges to Revenue Department for materials borrowed by him and he should produce the voucher to the Department. If contractor fails to produce the voucher for the same, the royalty charges will be deducted by department at the prevailing rate through R.A. bills. The payment of royalty charges shall be subjected to change in Government order from time to time.

No above or below percentage of tender acceptance is applicable to this. If revenue department increased the rate of royalty the extra amount due to increase in rate will be paid by corporation.

No price variation and No above or below is admissible on Royalty, Insurance and Quality Control Charges Amount.

60 Verification of Quarries :-

- 60.1 The contractor(s) shall have to arrange himself /themselves to procure the quarries. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the contractor.
- 60.2 The quarrying operations shall be carried out by the Contractor with proper equipment such as compressor, jack-hammer, drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get the required out-turn.
- 60.3 The contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or may be laid down from time to time by Government. Any cost incurred by Government due to noncompliance of any rules or regulations or due to damages by the contractor shall be the responsibility of the contractor. The Engineer-in charge or his representative shall be given full facilities by the contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonator etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any time be allowed to inspect the work, building, and equipment at the quarries.
- 60.4 The contractor shall maintain at his own cost the books, register, etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the contractor shall

Contractor

Corrections

Executive Engineer

furnish the copies or extracts of books or register as and when required.

- 60.5 All quarrying operations shall be carried out by the contractor in organized and expeditious manner, systematically and with proper planning, the contractor shall engage licensed blaster and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of material from the concerned authorities. The contractor must therefore take timely advance for procuring all such licenses so that the work progress may not be hampered.
- 60.6 The approaches to the quarrying place from the existing public roads shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.
- 60.7 The quarrying operations shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer -in-charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.
- 60.8 Since all stones quarried from Government quarry (if made available) by the contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by the contractor to any other agencies or works. and are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government shall be

handed over by the contractor to Government free of cost at quarry site duly heaped at the spots indicated by the Engineer-in-charge. The contractor will be entitled to the refund of royalty if any, paid by him for such quantity handed over to the Government for which necessary certificate will be issued by Executive Engineer, as per usual procedure. If however, the Government does not require such surplus material, the

Contractor

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Executive Engineer

contractor may be allowed to dispose off or use such material else where with prior written permission of Engineer-in-charge. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-in-charge.

- 60.9 Quarrying permission will have to be directly procured by the contractor from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, Octroi duties, ground rent for stacking material etc. if any to be paid shall be paid directly by the contractor as per rules in force.
- 60.10 The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space in Government area is available for the purpose, his own structures for stores, offices etc. at places approved by the Engineer-in-charge. On completion of the work the contractor shall remove all the structures erected by him and restore the site to its original conditions.
- 60.11 The contractor shall not use any land in the quarry either for cultivation or for any other purpose except that required for breaking or stacking or transporting stones.
- 60.12 The contractor will be responsible to make all payments of quarries fee royalty etc. No claim on this account will be entertained.
- 60.13 The claims / representation on account of change of source of material or closing of quarries from the Revenue, are changed in lead etc. shall not be entertained. The contractor shall study the lead for material including sand carefully before quoting his rates.
- 60.14 Executive Engineer / Engineer in charge of the project certified that the lead of various material consider in estimate are 100 % verified the same lead should be physically verified by bidder and should be given in writing that he is agree with the certificate of Executive Engineer of the project.

61 Guidelines for implementation of Clause No.38 B-1 Tender

Govt. Circular No.Tender-0812/(420/2012)/mopra-1 Mantralaya Water Resource Department Date.11-10-2012.

It is obligatory for the contractor to carry out any quantities in excess of the limit mentioned in sub-clause (2) of Clause-38 of the tender on the same condition as and in accordance with the specifications given in the tender at the rate(s) as it shall be fixed as per Sub-Clause (3) of Clause-38 of the tender, if ordered in writing by the Engineer-

Contractor

Corrections

Executive Engineer

In-Charge to do so. In this regard, the Engineer in charge shall insure that no such any written order (order for execution of any item more than 125 % of the tender quantity) be issued in any case except the following.

Excavation and filling of cut off trench of earthen dam: excavation for foundation and concreting for gravity dam an their allied works; cavern support system work for tunnel (underground caver); excavation for foundation(s) for various canal structure works; Excavation and concreting for intake structure/well; trial bores; grouting in dam foundation and for dam.

In the above mentioned exceptional case, if it is become unavoidable to get execute any quantity beyond the admissible quantity (a quantity beyond 125 % of the tender quantity) it would be obligatory for the Engineer-in charge to get fir t it technically scrutinized by the committee comprising the Executive Engineer and the Superintending Engineer of the project and one another Superintending Engineer of that region and then to get it approved by the Chief Engineer, Tapi Irrigation Development Corporation, Jalgaon prior to issue any written order for execution of any quantity beyond the permissible limit (125 % of the tender quantity for a item)

Except the aforesaid exceptions if in any circumstance (s) it is necessitated to get execute a quantity in excess beyond the limit of 125 % of the tender quantity then in spite of to get executing the excess quantity of on going work on the same tender such excess quantity shall be get executed by calling open competitive tender as per the existing rules and norms for the Government / Tapi Irrigation Development Corporation, Jalgaon.

No work(s) beyond the scope of the work under the contract shall allow to get execute under clause-38.

The Engineer in-charge shall make it sure that under no circumstances, except the aforesaid exception, the cost of work should not exceed more than 10 percent (excluding price escalation) of the tender cost and no one individual item of the tender should be executed beyond the prescribed limited of 125 % of the tender quantity.

Contractor

Corrections

Executive Engineer

SPECIAL CONDITION CONTRACT

“Contractor shall make payments of salaries and wages to all the employees and Labouer through **bank account linked to Unique Identification Number (AADHAR CARD)** and shall submit a certificate accordingly to the Engineer- in-charge. The certificate shall be submitted by the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days, the certificates shall be submitted within 15 days from the date of commencement of contract.” The tender is liable to be rejected outright without giving any reason if the contractor has not given written confirmation (in technical env. no. 1) that the system he is going to install is having the feature of Intelligent Video analytics - Motion & Intrusion detection with Real time notification at any remote location if network (Internet) is provided by the department.

All relevant clause mention in Got Resolution of water resource department (Marathi) Govt. Resolution (Marathi) No. Nivida-0417/(Pra.Kra.247/47) Mo Pra-1 Dt.30/11/2018 /& Govt. Resolution bearing the same number dated 12/12/2018 and updated guideline issued by Government of Maharashtra from time to time shall be applicable at all stages of tendering procedure to be followed

" Field Visit and Geo -Tagging

As Per circular No. Nivida 0417/247/MP-01 of WRD Dated-05/07/2022

A) Contractor shall visit the site, other important locations and ascertain the availability & sufficiency of material before quoting the offer. It is mandatory for the contractor or his authorized representative to visit the site and geo tag his visit at the predefined locations specified by Engineer-In-Charge on the key date's schedule. The predefined locations for geo tagging are as follows

As per site location - Muktainagar Lift Irrigation Scheme - Tal Muktainagar Dist Jalgaon

The contractor or his authorized representative shall confirm/acknowledge his identity (Photo Identity proof like Aadhar Card, Driving license, Pan Card, Voter ID Card, Passport etc. issued by Government Authority) with the Engineer-In-Charge or his representative present at location No. 1.

The contractor or his authorized representative shall drop duly signed authority letter in prescribed profarma "**Appendix- Q**" in the drop box at location No.-1 stating date and time of his visit. It is mandatory for the contractor to submit in envelop no.1, without which contractor offer will not be accepted. "

Contractor

Corrections

Executive Engineer

- 1) Authority letter in Appendix- O (Page No.74)
- 2) Party of geo tagging of contractor or his authorized representative.

B) For the purpose of Geo -Tagging site visit.
following representative

1) Shri. R. J. Patil , Deputy Engineer.

2)

Representation will be available is to guide the geo tagging location of sites and of Drop box.

For Geo -Tagging

Please go to play store / App Store of your smart phone.

Download GPS camera App.

Capture Photos of site using this app which shows latitude – longitude, date, time. Attaché these photos in Envelop No. 1.

Geo Tagging Start Date :- 02/01/2023

Geo Tagging End Date :- 06/01/2023

Contractor

Corrections

Executive Engineer

Certificate of Geo - tagging

- 1) Name of work
- 2) Tender Notice No.
- 3) Name of person visiting the site
- 4) Date of Visit
- 5) Time of Visit to

I have uploaded Geo- tagged photo in envelope no.1 along with this Certificate.

I have Visited/Studied scope of work, site conditions, Verified provision in tender documents, resources available and difficulties / restriction of site in all respect.

(signature of contractor or authorized representative)

To,

Executive Engineer,
Jalgaon Medium Project Division No. 01,
Jalgaon

Contractor

Corrections

Executive Engineer

SCHEDULE - 'B'

Name of Work = Muktainagar Lift Irrigation Scheme Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

Qty	Items	Rate in Figure	Rate in Word	Unit	Amount
	Item no. 1				
9.00	Providing, Fixing, Installation, Commissioning, Testing, Training & Maintaining Latest advanced Digital Transmission Control Protocol based Infrared, stationary Security Monitoring & Supervision devices with Original Equipment Manufacturer's (OEM) of branded companies along with CE, BIS & FCC certification for monitoring & supervision /reconnaissance of entrance & exit gates / roads & essential locations on dam site for security of different locations of dam site etc. complete.	₹ 33,999.00	Rupees Thirty Three Thousand Nine Hundred Ninety Nine Only	Each	₹ 3,05,991.00
	Item no. 2				
1.00	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based 16 Ch Network Video Recorder with Original Equipment Manufacturer's (OEM) of Matrix/Uniview/Wbox branded companies alongwith CE, BIS & FCC certification etc. complete	₹ 79,999.00	Rupees Seventy Nine Thousand Nine Hundred Ninety Nine Only	Each	₹ 79,999.00
	Item no. 3				
4.00	Providing, Fixing, Installation, Commissioning, Testing, Training & Maintaining of high quality, latest & advance Recording & Storage Unit storage capacity of minimum 1 TB (Tetra Byte) etc. Complete.	₹ 4,999.00	Rupees Four Thousand Nine Hundred Ninety Nine Only	TB	₹ 19,996.00
	Item no. 4				
18.00	Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.	₹ 5,699.00	Rupees Five Thousand Six Hundred Ninety Nine Only	Each	₹ 1,02,582.00
	Item no. 5				
11.00	Providing, fixing & installation of high quality, latest & advance 24 VDC Buck & Boost convertor etc. Complete.	₹ 3,999.00	Rupees Three Thousand Nine Hundred Ninety Nine Only	Each	₹ 43,989.00
	Item no. 6				
10.00	Splicing (making joints of optical fibre cable) of FR grade pvc armoured multimode armoured multimode optical fibre cable with the help Splicing machine etc. Complete.	₹ 5,300.00	Rupees Five Thousand Three Hundred Only	Each	₹ 53,000.00

Contractor

Corrections

Executive Engineer

	Item no.	7				
14.00	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.		₹ 79,999.00	Rupees Seventy Nine Thousand Nine Hundred Ninety Nine Only	Each	₹ 11,19,986.00
	Item no.	8				
14.00	Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller etc. Complete		₹ 18,999.00	Rupees Eighteen Thousand Nine Hundred Ninety Nine Only	Each	₹ 2,65,986.00
	Item no.	9				
23.00	Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete		₹ 21,999.00	Rupees Twenty One Thousand Nine Hundred Ninety Nine Only	Each	₹ 5,05,977.00
	Item no.	10				
23.00	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.		₹ 8,999.00	Rupees Eight Thousand Nine Hundred Ninety Nine Only	Each	₹ 2,06,977.00
	Item no.	11				
9.00	Providing, fixing & installation of high quality, latest & advance Video Secure Outdoor Weatherproof Heavy Duty Aluminum Housing Mount Enclosure along with brackets & clamps etc. Complete.		₹ 9,799.00	Rupees Nine Thousand Seven Hundred Ninety Nine Only	Each	₹ 88,191.00
	Item no.	12				
1.00	Supply, installation, testing and commissioning of 32" flat LED colour monitors.		₹ 46,948.00	Rupees Forty Six Thousand Nine Hundred Forty Eight Only	Each	₹ 46,948.00
	Item no.	13				
2.00	Supplying and fixing 15U wall mount rack (Dimension-DxWxH – 500x600x767 mm) as per specification No. WG-NAS/RAK		₹ 12,945.45	Rupees Twelve Thousand Nine Hundred Forty Five and Forty Five Pisas Only	Each	₹ 25,890.90
	Item no.	14				
2.00	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK		₹ 52,099.95	Rupees Fifty Two Thousand Ninety Nine and Ninety Five Pisas Only	Each	₹ 1,04,199.90

Contractor

Corrections

Executive Engineer

	Item no.	15				
245.00	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC		₹ 69.30	Rupees Sixty Nine and Thirty Pisas Only	Mtr	₹ 16,978.50
	Item no.	16				
26.00	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC		₹ 244.65	Rupees Two Hundred Forty Four and Sixty Five Pisas Only	Each	₹ 6,360.90
	Item no.	17				
4.00	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.		₹ 26,756.10	Rupees Twenty Six Thousand Seven Hundred Fifty Six and Ten Pisas Only	Each	₹ 1,07,024.40
	Item no.	18				
4.00	Supplying, fixing, and configuring media convertor 1000 Base-T to 1000 base- SX SC multi-mode media converter (550m) complete.		₹ 13,561.80	Rupees Thirteen Thousand Five Hundred Sixty One and Eighty Pisas Only	Each	₹ 54,247.20
	Item no.	19				
8.00	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC		₹ 3,363.15	Rupees Three Thousand Three Hundred Sixty Three and Fifteen Pisas Only	Each	₹ 26,905.20
	Item no.	20				
4.00	Supplying and fixing IP66 enclosure for fibre splicing complete		₹ 9,633.75	Rupees Nine Thousand Six Hundred Thirty Three and Seventy Five Pisas Only	Each	₹ 38,535.00
	Item no.	21				
140.00	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH		₹ 210.00	Rupees Two Hundred Ten Only	Mtr	₹ 29,400.00

Contractor

Corrections

Executive Engineer

	Item no.	22				
1.00	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.		₹ 2,371.95	Rupees Two Thousand Three Hundred Seventy One and Ninety Five Pisas Only	Each	₹ 2,371.95
	Item no.	23				
323.00	Supplying and erecting mains with 2x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW		₹ 42.00	Rupees Forty Two Only	Mtr	₹ 13,566.00
	Item no.	24				
190.00	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.		₹ 100.80	Rupees One Hundred and Eighty Pisas Only	Mtr	₹ 19,152.00
	Item no.	25				
70.00	Making trench in soft soil having 0.75 m depth and minimum 0.3 m width for laying provided cables up to voltage level of 1.1kV complete As per specification No. CW-EXN-CTR		₹ 169.05	Rupees One Hundred Sixty Nine and Five Pisas Only	Mtr	₹ 11,833.50
	Item no.	26				
196.12	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.		₹ 195.30	Rupees One Hundred Ninety Five and Thirty Pisas Only	KG	₹ 38,302.24
	Item no.	27				
8.78	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.		₹ 2,688.00	Rupees Two Thousand Six Hundred Eighty Eight Only	m 2	₹ 23,600.64
	Item no.	28				
0.64	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.		₹ 243.60	Rupees Two Hundred Forty Three and Sixty Pisas Only	m 3	₹ 155.90

Contractor

Corrections

Executive Engineer

	Item no.	29				
0.64	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)		₹ 5,261.55	Rupees Five Thousand Two Hundred Sixty One and Fifty Five Pisas Only	m 3	₹ 3,367.39
	Item no.	30				
8.00	PIR movement and presence detector:- Conference hall of high ceiling it shall have ambient light intervention threshold of 5...350 lux and motion sensing area dia of 12 X 8 metre when ceiling mounted at a height of upto 6 metre. With adjustable light ON time after last detection of 30 sec...35 min.		₹ 9,524.00	Rupees Nine Thousand Five Hundred Twenty Four Only	Each	₹ 76,192.00
	Item no.	31				
8.00	LED flood light 30 Watt, color temp 3000-6500k as required.		₹ 5,178.00	Rupees Five Thousand One Hundred Seventy Eight Only	Each	₹ 41,424.00
Sub Total					₹	34,79,129.62
	Item no.	32				
1.00	Providing required programming (customized / developed as per site requirement / in-built / on line Software) & Onetime Commissioning, testing & training (immediately after commissioning, for any number of persons) with skilled manpower, professional charges etc. complete.		7.00%	Seven Percentage	Per System	₹ 2,43,539.07
Total Rs.					₹	37,22,668.70
Say Rs.					₹	37,22,669.00

(Note:- Rates given in schedule-B are exclusive of GST. GST shall be payable on the accepted contract value at prevailing rate)

Contractor

Corrections

Executive Engineer

SCHEDULE - 'C'**Specifications**

Name of Work = Muktainagar Lift Irrigation Scheme Providing fixing installation commissioning of IoT based data transmission system along with customized solutions and smart intelligent reconnaissance system with alternative power backup and smart intelligent interface connectivity etc complete at Muktainagar LIS Tal Muktainagar Dist Jalgaon

Sr.No.	Description of Item	Specifications
1	Providing, Fixing, Installation, Commissioning, Testing, Training & Maintaining Latest advanced Digital Transmission Control Protocol based Infrared, stationary Security Monitoring & Supervision devices with Original Equipment Manufacturer's (OEM) of branded companies alongwith CE, BIS & FCC certification for monitoring & supervision /reconnaissance of entrance & exit gates / roads & essential locations on dam site for security of different locations of dam site etc. complete.	High quality, latest & advance, Out door IP66 (Weatherproof), OnVIF BULLET CAMERA must be Original Equipment Manufacturer's (OEM) of specified branded makes alongwith CE, BIS & FCC certification & minimum specifications - 4.0 Megapixel, IR Bullet, IR Distance 30 to 50m, PoE, Onvif, 2.7~13.5 mm motorised Varifocal with P-Iris, 1/2.8" CMOS Sensor with EXMOR Technology for Exceptional low light performance, True WDR with smart variation of exposure time & rectification of over-exposed & under-exposed areas, Latest H.265 compression technique which saves up to 50% on bandwidth & storage, Adaptive & smart Streaming which reduces frame rate during no activity period & divides a single bitrates based on its importance, Greater Coverage, Intellignet Video analytics - Motion & Intrusion detection with Real time notification.

Contractor

Corrections

Executive Engineer

<p>2</p>	<p>Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based 16 Ch Network Video Recorder with Original Equipment Manufacturer's (OEM) of Matrix/Uniview/Wbox branded companies alongwith CE, BIS & FCC certification etc. complete</p>	<p>High quality, latest & advance 16 Chanel Network Video Recorder (NVR) must be Original Equipment Manufacturer's (OEM) & must have Manufacturer's Authorisation Form (MAF) of makes Matrix/Uniview/Wbox alongwith CE, BIS & FCC certification with minimum Specifications - Latest H.265 compression technique which saves up to 50% on bandwidth & storage, VIDEO Input 8 IP Channels ,Output HDMI (2.0) – 1 Port, 4K Decoding Technique for high resolution images with greater details, 12MP Recording Capability, Adaptive Recording(Automatically Reduces the Number of Frames Captured Per Second Where There is No Motion, Thereby Saving Storage Space up to 60%), Camera-Wise Recording Retention which enables flexibility of recording retention days based on priority of camera, Saving 30% of storage space & High-Throughput for higher up-link & down-link speed ,up to 512 Mbps Throughput.</p>
<p>3</p>	<p>Providing, Fixing, Installation, Commissioning, Testing, Training & Maintaining of high quality, latest & advance Recording & Storage Unit storage capacity of minimum 1 TB (Tetra Byte) etc. Complete.</p>	<p>Providing, Fixing, Installation, Commissioning, Testing, Training & Maintaining of high quality, latest & advance Recording & Storage Unit storage capacity of minimum 1 TB (Tetra Byte) - from factor 3.5 inch, support for advance format (AF) - Yes, Supporting recording technology - CMR, Camerras supported upto 64, drive bays supported - 8, interface transfer rate (Max) buffer to host - 6 GB/S, cache (MB) - 64, avarage power requirement 3 vatt read/write - 3.8, Idie 3.2, stand by & sleep - 0.6</p>

Contractor

Corrections

Executive Engineer

<p>4</p>	<p>Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.</p>	<p>High quality, latest & advance Lan to media convertor Connection device with metal cover. Category 6 keystone jacks are RJ45 8P 8C 50u jacks suitable for 22-26 AWG stranded and solid wire, compatible with both 110 & Krone punch down tool. They are capable of re-termination. They are available in universal labels color coded for T568A and T568B wiring schemes and fit in high density keystone patch panel. It complies with ANSI/TIA/EIA-568-C.2 standard and ROHS Housing type : PC, UL94V-2, Contact Bracket : PC, UL 94V-2. Transparent color, Material : Phosphor Bronze with Nickel plated, 50 micro-inch Gold plated on Plug contact area. IDC CAP: PC, UL94V-2, IDC Life: 200 times Min, Insertion Cycles: 750 times.</p>
<p>5</p>	<p>Providing, fixing & installation of high quality, latest & advance 24 VDC Buck & Boost convertor etc. Complete.</p>	<p>High quality, latest & advance, Industrial Grade, durable 24 V Dc to Dc Switch Mode power supply suitable for Providing, fixing, installation, commissioning of latest advanced specialised Wi-Fi /Wired Transmission control based security monitoring & supervision system with smart intelligent interface connectivity along with all required software, hardware, electronics, electrical, civil works & alternative power backup etc.</p>

Contractor

Corrections

Executive Engineer

6	Splicing (making joints of optical fibre cable) of FR grade pvc armoured multimode armoured multimode optical fibre cable with the help Splicing machine etc. Complete.	Splicing (making joints of optical fiber cable) of FR grade pvc armoured multimode armoured multimode optical fiber cable with the help of High quality, latest & advance, Industrial Grade Splicing machine for the work of - Providing, fixing, installation, commissioning of latest advanced specialised Wi-Fi /Wired Transmission control based security monitoring & supervision system with smart intelligent interface connectivity along with all required software, hardware, electronics, electrical, civil works & alternative power backup etc.
7	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery with capacity of indivisual cell 3.2 V - 80 AH, cell type prismatic, total energy of battery 1024 WAH recomanded charging current 20 AMP, recomanded discharging current 20 AMP, short circuit protection - yes, 400+/- 100 micro second etc. complete for the work of - Providing, fixing, installation, commissioning of latest advanced specialised Wi-Fi /Wired Transmission control based security monitoring & supervision system with smart intelligent interface connectivity along with all required software, hardware, electronics, electrical, civil works & alternative power backup etc.

Contractor

Corrections

Executive Engineer

8	Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller etc. Complete	Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller - Solar input Voltage 12 V / 24 V auto, input current 10 to 30 A, low voltage protection for lithium battery 9.9 V, low voltage recovery for lithium battery 11.1 V, over voltage protection for lithium battery 18.5 V, over voltage recovery for lithium battery 18.0 V, supporting 3 charging mode (Bulk charge, Absorption, float charge), charge controller support for lead acid/lithium batteries/gel batteries for the work of - Providing, fixing, installation, commissioning of latest advanced specialised Wi-Fi /Wired Transmission control based security monitoring & supervision system with smart intelligent interface connectivity along with all required software, hardware, electronics, electrical, civil works & alternative power backup etc.
9	Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete	Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete
10	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.
11	Supply, installation, testing and commissioning of 32" flat LED colour monitors.	Supply, installation, testing and commissioning of 32" flat LED colour monitors.
12	Supplying and fixing 15U wall mount rack (Dimension-DxWxH – 500x600x767 mm) as per specification No. WG-NAS/RAK	Supplying and fixing 15U wall mount rack (Dimension-DxWxH – 500x600x767 mm) as per specification No. WG-NAS/RAK
13	Supplying and fixing 15U wall mount rack (Dimension-DxWxH – 500x600x767 mm) as per specification No. WG-NAS/RAK	Supplying and fixing 15U wall mount rack (Dimension-DxWxH – 500x600x767 mm) as per specification No. WG-NAS/RAK

Contractor

Corrections

Executive Engineer

14	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK
15	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC	Supplying and installing cat-6 LSZH cable suitable for networking as per specification no. WG-COC/NC
16	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC	Supplying and fixing 1 m UTP patch cord of Cat 6 type in position as per specification No. WG-COC/PC
17	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.	Supplying, fixing, and configuring 8-ports managed gigabit, Layer-2 switch, 10/100/1000 base-T, POE smart switch plus 2 SFP erected in provided rack complete.
18	Supplying, fixing, and configuring media convertor 1000 Base-T to 1000 base-SX SC multi-mode media converter (550m) complete.	Supplying, fixing, and configuring media convertor 1000 Base-T to 1000 base- SX SC multi-mode media converter (550m) complete.
19	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC	Supplying and plugging 3 m fibre patch cord LC-LC MM (50) OM3 LSZH duplex complete as per specification no. WG-COC/FPC
20	Supplying and fixing IP66 enclosure for fibre splicing complete	Supplying and fixing IP66 enclosure for fibre splicing complete
21	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH	Supplying and erecting LSZH armoured multimode optical fibre cable with 6 fibres, core dia 50/125 µm (OM3), suitable upto 10 GBPS, ethernet distance at 850 nm of wavelength, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-COC/OFC LSZH
22	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.	Supplying and erecting 5m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19 pin HDMI connectors complete.

Contractor

Corrections

Executive Engineer

23	Supplying and erecting mains with 2x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW	Supplying and erecting mains with 2x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW
24	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.
25	Making trench in soft soil having 0.75 m depth and minimum 0.3 m width for laying provided cables up to voltage level of 1.1kV complete As per specification No. CW-EXN-CTR	Making trench in soft soil having 0.75 m depth and minimum 0.3 m width for laying provided cables up to voltage level of 1.1kV complete As per specification No. CW-EXN-CTR
26	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.	Supplying and erecting iron work, sheet metal work consisting of CRCA sheets, various sections of iron, plates, chequered plates, rods, bars, MS pipes, etc. for panel board or any other purpose with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority.
27	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.	Supplying and erecting GI sheet 1.6 mm (16 SWG) having zinc coating of 350 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint.
28	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.

Contractor

Corrections

Executive Engineer

29	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)	Making cement concrete foundation in 1:2:4 cement concrete with foundation bolts and nuts complete. (cost of wooden box is included)
30	PIR movement and presence detector:- Conference hall of high ceiling it shall have ambient light intervention threshold of 5...350 lux and motion sensing area dia of 12 X 8 metre when ceiling mounted at a height of upto 6 metre. With adjustable light ON time after last detection of 30 sec...35 min.	PIR movement and presence detector:- Conference hall of high ceiling it shall have ambient light intervention threshold of 5...350 lux and motion sensing area dia of 12 X 8 metre when ceiling mounted at a height of upto 6 metre. With adjustable light ON time after last detection of 30 sec...35 min.
31	LED flood light 30 Watt, color temp 3000-6500k as required.	LED flood light 30 Watt, color temp 3000-6500k as required.
32	Providing required programming (customized / developed as per site requirement / in-built / on line Software) & Onetime Commissioning, testing & training (immediately after commissioning, for any number of persons) with skilled manpower, professional charges etc. complete.	Providing on-site maintenance & services in defect liability period of one year etc. complete for the satisfactory working of Latest, Advance, Digital, Transmission Control Protocol based Security monitoring & supervision System etc. complete for the work of - Providing, fixing, installation, commissioning of latest advanced specialised Wi-Fi /Wired Transmission control based security monitoring & supervision system with smart intelligent interface connectivity along with all required software, hardware, electronics, electrical, civil works & alternative power backup etc.

Contractor

Corrections

Executive Engineer