



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/2023-24/70

Date – 15.12.23

SHORT TENDER NOTICE

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

1 - 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 etc. complete at Hetwane Dam.**

2- Estimated Cost of work – **50,83,567/-**

3- Cost of Tender Documents – Rs. 2000 /- + Rs.360 /- GST (Not refundable).

4-Earnest Money Deposit (EMD) by online payment or through DD (No interest will be paid) –
Rs. 51,000/-

5-Date and Time of start of Tender Submission –08/12/2023

6-Last Date and Time of Tender Submission –21.12.2023 at 05.30 PM.

7-Date and Time of Tender Opening – 21.12.2023 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 MUKUND NAGAR-PUNE.

IFSC Code - UCBA0001684



भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित
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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 fulfillment 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-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.

6-NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.

7- Terms and conditions would remain same as mentioned in the tender schedule enclosed herewith.

DATED – 15.12.23.

Sd/-
BRANCH MANAGER
National Cooperative Consumers' Federation of India Ltd

(FOR OFFICE USE ONLY)

B-1 TENDER No.
FOR THE YEAR 2023-24



KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE.
(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)

**CHIEF ENGINEER, WATER RESOURCES DEPARTMENT KONKAN
REGION, MUMBAI**

**NORTH KONKAN IRRIGATION PROJECT CIRCLE,
KALWA, THANE.**

DRAFT TENDER PAPERS

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 etc. complete at Hetwane Dam.

TENDER COST Rs. 50,83,567/-

**EXECUTIVE ENGINEER,
HETWANE MEDIUM PROJECT DIVISION KAMARLI
PEN- RAIGAD**

NAME OF WORK : Providing, fixing installation, commissioning of IoT based data transmission system alongwith customised solutions & smart intelligent reconnaissance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam

INDEX

Sr. No.	Particulars	Page No.	
		From	To
1.	Volume - I Tender Documents		
	Section – I Press Notice & Detailed Tender Brief Notice	5	24
	Section – II Definitions & Instruction for tender	25	53
	Section – III Work And Site specific conditions	54	59
	Section – IV		
	1. B- 1 Tender form	60	65
	2. Schedule 'A'	66	66
	3. Schedule 'B'	67	73
	4. Month wise work programme	74	77
	5. Schedule 'C' – Specification	78	145
	Section – V Annexures/Appendix / Forms/Undertakings	146	179
	Section – VI Conditions of Contract	180	230
	Section – VII Special Conditions of Contract	231	274
5.	Volume – III Drawings	275	276

KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE.

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 etc. complete at Hetwane Dam.

Tender Cost : Rs 50,83,567/-

Tender Paper submitted for Approval.
DTP Amount Rs 50,83,567 /- is Recommended for Approval

Sub Divisional Engineer
Hetwane Project Sub Div No.5 Kamarli
Tal- Pen, Dist- Raigad

Divisional Accountant
Hetwane Medium Project Division,
Kamarli Tal:- Pen, Dist- Raigad

“Approved DTP for the Amount Rs 50,83,567 /- (In Rs. Fifty Lakh Eighty Three Thousand Five Hundred Sixty Seven Only)”

Executive Engineer
Hetwane Medium Project Division, Kamarli
Tal:- Pen, Dist- Raigad

FOR OFFICE USE ONLY

B-I TENDER No.
FOR THE YEAR 2023-24



KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE
(A GOVERNMENT OF MAJIARASHTRA UNDERTAKING)

EXECUTIVE DIRECTOR

Konkan Irrigation Development Corporation, Thane.

CHIEF ENGINEER

Water Resources Department, Konkan Region, Mumbai.

SUPERINTENDING ENGINEER

**NORTH KONKAN IRRIGATION PROJECT CIRCLE,
KALWA-THANE**

VOLUME -I

Tender Documents

NAME OF WORK :

Providing, fixing installation, commissioning of IoT based data transmistion system alongwith customised solutions & smart inteligent reconnance system with alternative power backup & smart inteligent interface connectivity at Hetawane Dam

TENDER PAPERS

Executive Engineer
Hetwane Medium Project Division, Kamarli
Tal:- Pen, Dist- Raigad

SECTION – I



PRESS NOTICE

&

DETAILED TENDER BRIEF NOTICE



DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the tenderer for quoting his offer is given in this Tender Document under “ Tender Schedule “. Contractor should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However Government takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event, Water Resources Department will not be liable or responsible for any damages or expenses arising from any difficulty , error, imperfection or inaccuracy with this website. It includes all associated services, or due to such unavailability of the website or any part thereof or any contents or any associated services.
4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes down well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Water Resources Department will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal , arbitration and in the Court of Law. Contractors must get done all the e-tendering activities well in advance.



महाराष्ट्र शासन
जलसंपदा विभाग
कोंकण पाटबंधारे विकास महामंडळ, ठाणे
कार्यकारी अभियंता, हेटवणे मध्यम प्रकल्प विभाग, कामाली
ता. पेण, जि. रायगड, पिन नं. ४०२ १०७.
ई-मेल :- eehmpd@rediffmail.com फोन नं. ०२१४३-२७८०११



जा.क्र. हेमप्रवि/लेशा-१/ ई-निविदा सुचना/२३१३ /सन २०२३

दिनांक : ०४/१२/२०२३

प्रति,

मा.उपसंचालक, (माहिती)
विभागीय माहिती कार्यालय, कोंकण विभाग,
दालन क्र.३१७, ३ रा मजला, कोंकण भवन
नवी - मुंबई. ४०००६१४.

विषय :- ई-निविदा सुचना वृत्तपत्रात प्रसिध्द करणेबाबत.

कृपया सोबत जोडलेली निविदा सुचना वृत्तपत्रात प्रसिध्द करण्यासाठी आपणांकडे पाठविण्यात येत आहे.

१)	जाहिरात देण्या-या अधिका-याचे नांव पत्ता व दुरध्वनी	कार्यकारी अभियंता, हेटवणे मध्यम प्रकल्प विभाग, कामाली - पेण ता. पेण, जि. रायगड, पिन नं. ४०२ १०७. ०२१४३-२७८०११
२)	जाहिरात कोणत्या तारखे पुर्वी प्रसिध्द करावयाची आहे.	दि. ०८/१२/२०२३ रोजी किंवा तत्पुर्वी
३)	प्रसिध्दीचे स्वरूप	रायगड जिल्हयातील "मध्यम"संवर्गातील एक दैनिक व "मध्यम"संवर्गातील एक साप्ताहिक.
४)	जाहिरात किती वेळा प्रसिध्द करावयाची आहे.	फक्त एक वेळा.
५)	जाहिरात देयक कोणाच्या नांवे	कार्यकारी अभियंता, हेटवणे मध्यम प्रकल्प विभाग, कामाली ता. पेण, जि. रायगड, पिन ४०२१०७

जाहिरात प्रसिध्द केलेल्या वर्तमानपत्राची प्रत दोन प्रतीत व जाहिरात प्रसिध्द देयक दोन प्रतीत त्वरीत या कार्यालयास पाठविणेबाबत संबंधित दैनिकास कळवावे, ही विनंती.

सोबत :- ई-निविदा सुचना मराठी व इंग्रजी (चार प्रतीत.)

(इंजि.दि.का.राजभोज)

कार्यकारी अभियंता,
हेटवणे मध्यम प्रकल्प विभाग, कामाली,
ता.पेण जि.रायगड

प्रत : मा.अधीक्षक अभियंता, उत्तर कोंकण पाटबंधारे प्रकल्प मंडळ, कळवा-ठाणे यांना माहितीसाठी सविनय सादर.

सोबत :- ई-निविदा सुचना

प्रत : उपविभागीय अभियंता, हेटवणे प्रकल्प उपविभाग क्र.५, ता.पेण जि.रायगड यांना माहितीसाठी

प्रत : नोटीसबोर्ड, विभागीय कार्यालय.

(जलसंपदा विभाग, शासन निर्णय, क्रमांक निविदा ०४१७/प्र.क्र. २४७/मोप्र-१ दिनांक :१८/१०/२०२३)

निविदा सूचना

महाराष्ट्र शासन
कार्यकारी अभियंता,

हेटवणे मध्यम प्रकल्प विभाग, कामाली-पेण, ता. पेण, जि. रायगड, पिन नं. ४०२ १०७.
यांचे कार्यालय

ई-मेल पत्ता eehmpd@rediffmail.com दूरध्वनी क्रमांक ०२१४३-२७८०११

ई-निविदा सूचना क्र. ११ सन २०२३-२४

कार्यकारी अभियंता, हेटवणे मध्यम प्रकल्प विभाग, कामाली, ता. पेण, जि. रायगड, जलसंपदा विभाग, महाराष्ट्र शासन हे संदर्भित तांत्रिक कामातील सक्षम अनुभवी नोंदणीकृत कंत्राटदारांकडून खालील कामाकरीता ब-१ नमुन्यातील ई प्रणालीव्दारे (ऑनलाईन) निविदा मागवित आहेत. निविदा कागदपत्रे शासनाचे संकेतस्थळ <http://mahatenders.gov.in> येथून डाउनलोड करण्यात यावीत. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता, हेटवणे मध्यम प्रकल्प विभाग, कामाली, ता. पेण, जि. रायगड यांनी राखून ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही.

कामाचे नांव	:-	हेटवणे धरण येथे सुरक्षेच्या दृष्टीने सानुकूलित उपायांसह IoT आधारित डेटा ट्रान्समिशन सिस्टम पर्यायी पॉवर बॅकअप आणि स्मार्ट इंटेलिजेंट इंटरफेस कनेक्टिव्हिटी व स्मार्ट इंटेलिजेंट रीकॉनिसन्स सिस्टमसह पूरवणे, बसवणे, कार्यान्वित करणे.
अंदाजित किंमत रुपये	:-	५०,८३,५६७/-
ई-निविदा उपलब्ध कालावधी	:-	दिनांक- ०८/१२/२०२३ ते २२/१२/२०२३
ई-निविदा उघडणे	:-	दिनांक- २६/१२/२०२३

खालील ठिकाणी ई- निविदा बाबत सर्व माहिती उपलब्ध आहे.

१) संकेतस्थळ <http://mahatenders.gov.in>

(सदर निविदे सुचनेमध्ये काही बदल होत असल्यास वरील वेबसाईटवर कळविण्यात येईल.)

२) कार्यकारी अभियंता, हेटवणे मध्यम प्रकल्प विभाग, कामाली-पेण कार्यालयातील सूचना फलक.

जा.क्र.हेमप्रवि/लेशा-१ /ई-निविदा/२३१३/२०२३

हेटवणे मध्यम प्रकल्प विभाग, कामाली ता. पेण जि. रायगड

दिनांक :- ०४/१२/२०२३

(इजि.दि.का.राजभोज)

कार्यकारी अभियंता,

हेटवणे मध्यम प्रकल्प विभाग, कामाली

ता.पेण जि.रायगड

TENDER NOTICE
GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
Konkan Irrigation Development Corporation, Thane,
Office of the
Executive Engineer
Hetwane Medium Project Division, Kamarli, Tal.Pen, Dist. Raigad - 402107
 Email id:-eehmpd@rediffmail.com Telephone No.**02143-278011**
E Tender Notice No. 11 For 2023-2024

Online E-Tenders in the B-1 form are invited by the Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad, Water Resources Department, Government of Maharashtra for the following work from the experience Registered contractors of similar type of technical works, in WRD, Government of Maharashtra. The tender Document can be downloaded from the Government of Maharashtra's Web Site-<https://www.mahatenders.gov.in>. Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:-Pen, Dist-Raigad, reserves the right to reject any or all tenders without assigning any reason thereof. Conditional tenders will be summarily REJECTED.

Name of Work	:-	Providing, fixing installation, commissioning of IoT based data transmission system alongwith customised solutions & smart intelligent reconnance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam
Estimated Cost Put to Tender	:-	Rs. 50,83,567/-
Period of availability of E- Tender Document	:-	Date- 08/12/2023 To 22/12/2023
Opening of E- Tender	:-	Date- 26/12/2023

The information regarding E- tender will be available at the following places

- 1) On the Website <http://mahatenders.gov.in>
(If there is any change in this tender notice it will be informed on the above website)
- 2) On the Notice Board of Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad.

O.No. :-
 HMPD/ AB- 1/E-Tendar/2313/2023.
 Hetwane Medium Project Division, Kamarli
 Tal:- Pen, Dist- Raigad
 Date:- 04/12/2023

(Er D. K. Rajbhoj)
 Executive Engineer
 Hetwane Medium Project Division, Kamarli
 Tal:- Pen, Dist- Raigad

DETAILED TENDER NOTICE
GOVERNMENT OF MAHARASHTRA
WATER RESOURCES DEPARTMENT
E- TENDER NOTICE NO. 11 FOR 2023-24

Online E-Tenders on percentage basis in B-1 form are invited online by the Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad Phone (02143) 278011 on Government of Maharashtra E-Tenders management system <http://www.mahatenders.gov.in> for the following work from capable & experienced contractors having experience of similar type of works at remote dam sites and who fulfill the terms & conditions of this tender.

The Tender document can be downloaded from the Government web site (<http://mahatenders.gov.in>)

The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

Name of Work :-	Providing, fixing installation, commissioning of IoT based data transmission system alongwith customised solutions & smart intelligent reconnance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam
Estimated Cost Put to Tender :-	Rs. 50,83,567/-
Earnest Money Deposit (EMD)	As per Annex -A Section-I paid via online payment gateway mode only. Rs. 51000/-
ii) Additional Performance Security Deposit	The contractor should have to submit additional Performance S D as per Annex -A Section-I
Initial Security Deposit	As per Annex -A Section-I Rs. 51000/-
Cost of Tender Form	Rs 2000 + Rs.360 (GST) Total Rs.2360/- (Not refundable) paid via online payment gateway mode only.
Date Time and Venue of Pre-bid Conference.	No Pre Bid Conference will be Held
Main tender document purchase & downloading	Refer online schedule on portal http://mahatenders.gov.in
Date and time for online bid data decryption and re-encryption (technical and commercial)	Refer online schedule on portal http://mahatenders.gov.in

- All interested and qualified bidders /contractors are requested to use Website <https://mahatenders.gov.in>. for e-tendering in the tender process and for downloading tender papers as per E tendering Schedule.

2. The payment for the Blank Tender Form Fee and EMD to be paid via Online mode only in favour of Executive Engineer, Hetwane Medium Project Division, Kamarli Tal:- Pen, Dist- Raigad (Maharashtra). The scan copy of it is also required to be uploaded along with the tender document. Tender fee is not refundable. Payment should be made from contractor's own bank account. (Proof should be uploaded that payment made from his own account)
3. Interesting bidders / contractors are requested to obtain Digital Signature, User ID, Password etc. from above mentioned website.
4. Any correspondence regarding the work can be done with The Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad
5. Tenders will be opened by The Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad (Maharashtra), E-mail eehmpd@rediffmail.com at 11.00 on Dt. 26/12/2023 if possible.
6. All rights are reserved to reject any or all tenders without assigning any reason by the competent authority
7. The Contractor shall --Deleted-- estimate rates are based on Department SSR 2021-22.

8. TIME SCHEDULE OF E- TENDERING

Sr. No.	Stage of Tender Process	Period (Date & Time)	
		From	To
1	Downloading of Online Tender	08/12/2023	22/12/2023
2	Filing of Online Tender	08/12/2023	22/12/2023
3	Date & Time of Opening of Technical Envelope No. 1 (Document)	26/12/2023	
4	Date & Time of Opening of Commercial Envelope No. 2 (Financial Bid)	26/12/2023	

Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering 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 Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the tender stages may be extended.

1.1 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

1.2 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

1.3 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <http://maharashtra.etenders.in/mah/DigitalCerti.asp> and follow the procedure mentioned in the document ‘Procedure for application of Digital Certificate’.

1.4 Enrolment and Empanelment of Contractors on Electronic Tendering System: The Contractors interested in participating in the Tenders of Water Resource Department –processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

~~For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the Deleted WRD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the WRD. Only empanelled vendors will be allowed to participate in such tenders.~~

~~The Contractors may obtain the necessary information on the process of enrolment and empanelment either from H Deleted rt Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.~~

~~EMD exemption Certificate Not Allowed in tender process.~~

2. Obtaining a Digital Certificate :

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, and operating system problem), he / she may not be able to submit the bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorised User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners 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 Authorised User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

3. Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

4. Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

B. Steps to be followed by Contractors to participate in the e-Tenders processed by WRD

1. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or

compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note:Uploading of documents in the briefcase does not mean that the documents are available to WRD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by WRD on the home page of WRD e-Tendering Portal on <http://wrd.maharashtra.etenders.in> under the section Recent Online Tender.

3. Download of Tender Documents:

The Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS , NEFT or payment gateway

For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies). with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not released with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e-Tender.

Note: -

* Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.

* NEFT/RTGS option will be depend on the amount of EMD.

* Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of WRD. The templates may be either form based, extensible tables and / or up-loadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the upload able document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option. b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data. c. The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance. d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents. e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes. Close for Bidding (Generation of Super Hash Values) :

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from WRD shall generate and digitally sign the Super Hash values (Seals).

4. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from WRD has lapsed, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of

the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage. The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

5. Opening of the Financial Bids :

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the WRD e-Tendering portal immediately after the completion of opening process.

6. Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering 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 Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the tender stages may be extended.

7) Terms and Conditions For Online-Payments

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of Konkan Irrigation Development Corporation , hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through WRD Maharashtra website i.e. <http://wrd.maharashtra.etenders.in>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the user.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or; d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in

order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

3. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

4. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

5. Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

6. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

7. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank

details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

8. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment. ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of

the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of: (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or

(ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions :

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By

accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

i. Choose a new password, whenever required for security reasons. ii. Keep his/ her User ID & Password strictly confidential. iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions; ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose

personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

7. The offer of the Contractor shall remain valid for acceptance for a minimum period of 60 days from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

8. The tender notice shall form a part of the contract agreement.

9. The tenders are invited on the Departmental design only

10. The tenderer, if firm or company, shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power attorney if any, authorizing him to conduct transaction on behalf of the Firm or Company.

11. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the last date of receipt of tender. Such deviations/ amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

12. The Tenderer shall enter his percentage rates in words and figures " below / above" In case there is difference between percentage written in figures and words, the lower offer will be taken as final. No pages should be removed from, added in or replaced in the Tender.

13. Right is reserved to reject any or all tenders without assigning any reason thereof.

14. Tenders which do not fulfill all or any conditions or do not have experience of similar type of technical works at remote dam sites or are incomplete in any respect are liable to be summarily rejected.

15. The Tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby .

16.0 Compactions (Earthwork, etc.) shall be done in with vibratory roller.

17.0 Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

SECTION – II

DEFINITIONS

&

INSTRUCTIONS FOR TENDERER

KONKAN IRRIGATION DEVELOPMENT CORPORATION THANE

DEFINITIONS & INSTRUCTIONS FOR TENDERER

1.0 INVITATION

- 1.1 E-Tender in B-1 form for the work “Providing, fixing, installation, commissioning of IoT based data transmission system along with customized solutions & smart intelligent reconnaissance system with alternative power backup & smart intelligent interface connectivity etc. complete at Hetwane Dam are invited by the Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad from the capable Contractors.

1.2 Definitions

In this Tender Documents, the following terms shall have the meanings hereby assigned to them except where the contexts, otherwise requires.

(a) **“Corporation”** shall mean the **Konkan Irrigation Development Corporation, Thane** acting through its Executive Director, as defined in Maharashtra Act III of 1998. Konkan Irrigation Development Corporation, Thane is a BODY Corporate constituted under the Maharashtra Act III of 1998, and has been established by the notification published in the Gazette of Irrigation Development dated 6-1-1998. The head quarter of the Konkan Irrigation Development Corporation Thane (Konkan Irrigation Development Corporation, Thane for short, K.I.D.C. and hereinafter referred to only Corporation.) is Thane. The Official Postal address on behalf of Corporation for correspondence is as under.

**The office of the Chief Engineer,
Water Resources Department, Konkan Region
Hong Kong Bank Building, 4th Floor
Hutatma Chowk, Mumbai.
Pin –400 001**

- (b) **“Engineer- in- charge”** shall mean the **Executive Engineer** in charge of the works and shall also include the Superior Officers of the Engineering Department of the Corporation, i.e. the Superintending Engineer, North Konkan Irrigation Project Circle, Kalwa-Thane or the Chief Engineer, Water Resources Department, Konkan Region, Mumbai. 400001 or the Executive Director Konkan Irrigation Development Corporation Thane. of K.I.D.C. Thane.
- (c) **“Executive Director”** shall mean the Executive Director Konkan Irrigation Development Corporation Thane.

- (d) **“Chief Engineer”** Shall mean the Chief Engineer, Water Resources Department, Konkan Region , Mumbai. 400 001
- (e) **“Superintending Engineer”** shall mean the Superintending Engineer, NorthKonkan Irrigation Project Circle, Kalwa-Thane.
- (f) **“Executive Engineer”** shall mean the Executive Engineer, Hetwane Medium Project Division, Kamarli Tal:- Pen, Dist- Raigad.
- (g) **“Engineer’s representative”** shall mean the Sub-Divisional Engineer/ Assistant Executive Engineer/Sub Divisional Officer/ Assistant Engineer (Grade I), who is direct in charge of the works and shall include any Civil Engineer of the Corporation.
- (h) **“Contractor”** shall mean the Person, Firm or Company who enters into contract, with the Corporation and shall include their executors, administrators, successors and assigners.
- (i) **“Contract”** shall mean and include agreement having three volumes as below:
- | | | |
|------------|---|------------------|
| Volume I | - | Tender Documents |
| Volume II | - | Specifications |
| Volume III | - | Drawings |
- (j) **“Work”** shall mean the work to be executed in accordance with contract.
- (k) **“Specification”** shall mean the specifications for material and works as specified in Volume-II of the contract.
- (l) **“Drawing”** shall mean prints of the maps, drawings, plans in Volume-I of the contract and shall include any modifications of such drawings and any further drawings as may be issued by the Engineer-in-charge from time to time.
- (m) **“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.
- (n) **“Defect(s) liability period”** shall mean period of 2 years from the date of issue of completion certificate by the Engineer-in-charge.

Singular and Plural:

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

Headings and marginal headings.

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 thereof or taken into consideration in the interpretation of construction thereof or of the contract.

2.1 INFORMATION AND INSTRUCTIONS TO APPLICANT

- 2.1.1 The On line tenders in B-1 forms are invited by the Corporation from the Any contractor who qualifies tender conditions & clauses for the work, details of which are given in this Tender document.
- 2.1.2 The Contractor should download the Tender Document from the website <https://mahatenders.gov.in>
- 2.1.3 The On line forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant, it should be stated as “Not Applicable” Only ‘dash’ reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.
- 2.1.4 The applicants Tender Submission Letter shall be typed on his Letterhead along with declaration about similar type of minimum ten works at remote dam sites signed by not less than Executive Engineer rank of water resources dept. Govt. of Maharashtra & declaration that he will provide the specified items with BIS, FCC & CE certifications as mentioned in schedule C or Vol. II and scanned copy of the same shall be uploaded along with Main tender document.
- 2.1.5 Any overwriting or correction shall be attested. All pages of the Main Tender Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- 2.1.6 All the information must be filled in English language only.
- 2.1.7 Information and certificate(s) furnished along with the application form (the respective application that to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- 2.1.8 The applicant is encouraged to attach any additional information, (Photographs of works which were already carried out which he thinks necessary in regards to his capabilities). No further information will be entertained after submission of Main Tender Document unless it is requested by the Konkan Irrigation Development Corporation, Thane, (hereinafter referred to as KIDC or Corporation).
- 2.1.9 The Main Tender Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant

documents. The documents submitted in connection with the post-qualification shall be treated as confidential and will not be returned.

- a) The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the KIDC-Thane under any circumstances.

2.2.0 **METHOD OF APPLYING.**

(a) If the application is made by an individual, it shall be digitally signed by the individual above his full name and current address.

(b) If the application is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and the full name of his firm with its current address.

2.2.1 If the application is made by a firm in partnership, it shall be digitally signed by all the partners of the firm above their full typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

2.2.2 If the application is made by a limited company or a Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

2.2.3 If the application is made by a joint venture or consortia of two or more firms as partners.

2.2.4 The application shall be signed so as to be legally binding on all partners.

2.2.5 A Joint venture between single contractors, Partnership Firm, Joint Stock Limited Company, Private / Public Limited Company may be permitted subject to the following conditions.

2.2.6 The Joint Venture should be partnership firm, duly registered with the Registrar of Firms, Maharashtra State. In such a case a signed Memorandum of Understanding (MOU) as per the format prescribed by the corporation between two associating firm / company / individual already enrolled in the list of Govt. of Maharashtra (P.W.D. registered contractors or unregistered contractors, shall be submitted with the application then the proposed joint venture shall be

considered eligible to receive tender documents. The tenderer shall be informed accordingly, where upon the tenderer shall be required to enter into a Joint Venture (JV) partnership by signing an instrument as per the M.O.U. referred to above on Judicial Stamp paper of appropriate value. The various conditions mentioned in section 3 shall be incorporated in M.O.U. The joint venture deed shall be submitted by the contractor well before date of submission of Tender. The Tender of such joint venture shall not be received by the Corporation unless the Joint Venture agreement is registered with The Registrar of Firms is submitted to the Tender receiving authority.

- 2.2.7 ~~The Joint Venture deed shall not approved from KIDC, before it is registered with The Registrar of Firms in **Deleted** State.~~
- 2.2.8 Specific stipulation should be made in the Joint Venture deed to seek prior written approval of KIDC, before any changes are proposed to be made in the Joint Venture deed, once it is registered with the Registrar of Firms, Maharashtra State.
- 2.2.9 The Joint Venture partnership shall not be dissolved till the completion of defect liability period as stipulated in tender conditions and till all the liabilities thereof are liquidated.
- 2.2.10 The shares of assets and liabilities of lead firm shall not be less than 60% and the percentage share of each other firm in Joint Venture partnership deed shall not be less than 20%. All the firms should be enrolled in the list of GoM.
- 2.2.11 One of the partners shall be nominated, as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by a legally authorized signatory of all the partners.
- 2.2.12 The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and entire execution of the contract including payment shall be done exclusively with the partner in charge.
- 2.2.13 All partners of Joint Venture shall be liable jointly and severally for execution of the contract in accordance with contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (VI) above.
- 2.2.14 Complete information pertaining to each partner in the respective forms duly signed by each such partner shall be submitted with the application.
- 2.2.15 In case of Joint Venture of foreign and Indian partners the Indian partners should be registered with GoM.

- 2.2.16 Separate information in respect of each firm (entered into Joint Venture) should be submitted in Proforma
- 2.2.17 In case of Joint Venture, the sponsoring firm has to submit complete information and identify the lead firm. It would be necessary for the Joint Venture to establish to the satisfaction of the department that the Venture has been made practical, workable and legally enforceable arrangements amongst the parties, that responsibilities regarding the execution and financial arrangements have been clearly laid down and assigned that the individual parties to whom such responsibilities etc. assigned are capable in their individual capacity to discharge them completely and satisfactorily and also that the lead firm has necessary skill and capacity to lead responsibility and involvement for the entire period of execution as well as leading role in control and direction of the resources of the entire Joint Venture. Bidders may Bid independently or in a Joint Venture but they would be allowed to submit only one bid.
- 2.2.18 All the duly signed Original affidavits and All undertakings on stamp paper (of Rs.500/-) and/or on letter heads should be submitted to the officer opening the tender before the stipulated date and time of opening of tender (Envelope No.1).

3. ELIGIBILITY

All prospective bidders who are eligible for the execution of work under consideration can enter into bidding.

Relaxation of Eligibility criteria

If sufficient bidders are not fulfilling all eligibility criteria, the competent authority may apply relaxation for one or more eligibility criterion/criteria which deems fit.

4. DETAILS OF WORK

The estimated cost, earnest money deposit, class of contractor, period of completion of work and other information is given in Annex 'A' of this section.

5. ISSUE OF BLANK TENDER FORMS

I) Tender Forms can be purchased from the e-Tendering Portal of, Government of Maharashtra i.e. <http://www.mahatenders.gov.in> after paying Tender Fees via online mode as per the Tender Schedule.

II) Download of Tender Documents:

Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode only by paying requisite cost of Tender Form Fee.

The Bidders are requested to make On Line Payment well in Advance.

* Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.

6. REVISION OR AMENDMENTS OF TENDER DOCUMENTS

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

Tenderers 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, quarries for rubble, sand, earth work etc. locations of materials, river and weather characteristics and labour conditions in general and with all the necessary information and data etc. pertaining to and needed for the work prior to tendering for the work.

7. MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

a) TECHNICAL ENVELOPE NO. 1 (Documents required)

All Original documents shall be scanned and uploaded

The bidder must purchase the bidding documents via online mode by paying the cost of Tender. The first Envelope "Technical Envelope No.1" shall contain the following documents,

- 1) The contractor Shall upload & submit the scanned originals of following documents along with tender form in envelope no.1:
 - a. Scanned copy of original Registration Certificate as an approved registered contractor in appropriate class with the P.W.D. or other dept. in govt. of Maharashtra.
 - b. The certificate should be valid on the last date of submission of tender.
- 2) Scanned copy of PAN card issued by Indian Income Tax Department.
- 3) Scanned copy of GST registration as per Maharashtra GST Act. 2017.
- 4) Scanned copy of Deed of Partnership or Article of Association and Memorandum of Association for Limited Company; if applicable.
- 5) Scanned copy of power of attorney, if applicable.
- 6) The certificate of Registration under sub-section (1) of Section 5 of Maharashtra State Tax on Professions, Trades, Callings and Employment Act, 1975 [see Rule 3(2)] on P.T.R form-1 and also P.T.E in form-II (see Rule 4 (4) from the Professional Tax Officer of the concerned district. Also upload current year's Professional clearance certificate.
- 7) Scanned copy of details of payment of Tender Fee & EMD vide e-payment gateway along with Proof of payment of Tender Fee/EMD from bidders own bank account only. Proof of payment must be reflected with bidder's name in its account number.
- 8) Scanned copy of Employment Provident Fund Registration Certificate issued by EPFO along with latest ECR.
- 9) Declaration in ANNEXURE 4 about Plants & Machinery
- 10) Scanned copy of Net Banking, NEFT/ RTGS should be submitted for the fee of tender & EMD through bidder bank account only, along with their bank statement showing the payment by contractor through their own bank A/C only.

- 11) Original affidavit in signed and scanned copy of under taking (Appendix-F) on Rs.500/- stamp paper should be uploaded & hard copy submitted to the officer after opening of financial Bid the tender before the stipulated date & time of opening of tender.
- 12) An affidavit on Rs.100/-stamp paper (format attached) as per WRD (Appendix H) GR dated 18/10/2023 & hard copy submitted to Tender opening officer after opening of financial Bid.
- 13) 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 Ten work done certificates duly signed by not less than Executive Engineer rank officer, WRD Govt. of Maharashtra indicating satisfactory installation of similar type of works (IoT/Transmission control-based data transmission/smart intelligent reconnaissance/Security monitoring & supervision or remote surveillance systems) at remote dam sites in Envelope No.1. The specified items must be OEM (Original equipment manufacturer's) & must upload MAF (Manufacture's Authorization from) of the specified OEM along with specified certifications with valid contractor.
- 14) Duly filled in and signed all the Appendix/Annexures/Forms/Undertakings (A,D,E,F,G,H,I,K,L,M)
- 15) The Tenderer shall submit the certificate of visit to the field site Geo-Tagging certificate in prescribed format and the Geo-tagged photo in envelope no.1 (Appendix K,L,M). of the tender, it is mandatory. Without Geo- tagging the tender shall not be considered for further evaluation and Non compliance with this condition will lead to outright rejection of the said bidder from further the tendering process.
- 16) GEO - TAGGING :- The following standard procedure (SOP) should be followed for field inspection and Geo- Tagging. . (As per Irrigation Department Govt. GR. No.Tender 0417/(Prakra-247/17)/Mopra-1 Dated 18/10/2023)
 - 16.1 Each tenderer shall be required to inspect the work site, minor mineral area, and other important work areas before submitting the tender.
 - 16.2. The Following work places are fixed for geo-tagging.
 - i) Hetawane Dam Spillway Gate Lat- 18.71965 Long-73.180548
 - ii) Hetawane Dam Main Gate Chouki Lat- 18.727854 Long-73.174234
 - iii) Hetawane Dam Chouki Lat- 18.725054 Long-73.167228
 - 16.3. The Geo-Tagging should be carried out by the bidder during the period on working days from Date 15/12/2023 To 21/12/2023 (on working Days only) Between 10.00am to 18.00pm Hrs
 - 16.4. It is mandatory for the bidder to submit the above Geo-Tagging in Envelope No. 1, otherwise the tender of the said bidder/ contractor will not be considered for further tendering action / evaluation process and it will not be accepted.
 - 16.5 If there is a lock down situation due to Covid 19 Pandemic disease or any other reason during Geo-tagging period / site inspection period, the bidder or his authorized representative shall have obey all the protocols and should travel with

necessary travel pass on his own responsibility and with due care by following the prevalent Govt. Rules and regulations in force imposed by the appropriate authority.

Important Note:-It has been observed that while uploading documents for tender, bidders tend to upload unnecessary, irrelevant and sometimes multiple copies of the same documents. That leads to unnecessary burden on time & resources of the department. So it is to be informed that the documents relevant to this tender only shall be uploaded and bidders are advised to adhere to checklist of documents. Non compliance with this condition may lead to outright rejection of the said bidder from the tendering process.

b) COMMERCIAL ENVELOPE NO.2 - :(FINANCIAL BID)

Following documents shall be uploaded for Financial Bid

- (i) Scanned Copy of duly filled B-1 tender form, in which contractors offer is clearly indicated both in figures & words. This is in addition to entering quote in On line B-1 form.
- (ii) Signed and scanned copy of common set of deviations.
- (iii) Signed and scanned copy of all pages of Schedule 'B' in bid document.

c) SUBMISSION OF TENDER :-

Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of WRD Department' for details.

Note:

* Bidders are requested to make On Line Payment well in Advance for tender fee & EMD.

* Help File regarding use of e-Payment Gateway can be downloaded from e-Tenderingportal.

8. Receipt of Tender After Deadline

The Tenderer will have to carry out their respective tasks within the deadline defined in the Tender Schedule.

9. The Tenderer should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network. The Department /The Tender accepting Officer/ Executive Engineer in charge will not be responsible, for non Enrolment and non Empanelment of ETMS, non submitting / uploading tender online due to failure of internet services, or power supply or any other unforeseen or foreseen reasons/causes what-so-ever, malfunction, or breakdown of the electronic system used during the e-tender process. No claims on any of the above or any other factors in the regards will not be entertained.

9.2 It is assumed that the Tenderer has referred all the drawings and documents uploaded by the Officer inviting the Bid.

9.3 Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Tender accepting Officer/ Executive Engineer in charge will be deemed as plea to disrupt the bidding process and in such cases the EMD shall be forfeited.

9.4 The tenderer is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. Before activating the submit button clarification of the document may be ensured by taking out a sample copy. The "tenderer" shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity.

9.5 The tenderer has to submit the Affidavit (Format III) on Rs. 100/- Stamp Paper in Envelope No. 1 regarding authenticity of the documents submitted by him. Water Resources Departments officials will not be responsible and Only Contractor will be responsible if any paper found false / fraudulent in envelope no. 1, during tender accepting process, while submitting the supporting documents of bill, during defect liability period or during finalization of work. In such case, Action will be taken against Contractor as per the Public Works Departments Government resolution no. CAT/2018/case no. 127, dated 28/11/2018,/ WRD (As per Irrigation Department Govt. GR. No.Tender0417/(Prakra-247/17)/Mopra-1 Dated 30-11-2018 and Corrigendum 23-06-2020.) and (As per Irrigation Department Govt. GR. No.Tender0417/(Prakra-247/17)/Mopra-1 Dated 18/10/2023 and EMD /SD /Additional Performance SD will be forfeited and contractor will be banned for 3 years from participating in departments any tender process.

10. GEO - TAGGING :- The following standard procedure (SOP) should be followed for field inspection and Geo- Tagging. . (As per Irrigation Department Govt. GR. No.Tender 0417/(Prakra-247/17)/Mopra-1 Dated 18/10/2023)

10.1 Each tenderer shall be required to inspect the work site, minor mineral area, and other important work areas before submitting the tender.

10.2. The Following work places are fixed for geo-tagging.

i) Hetawane Dam Spillway Gate Lat- 18.71965 Long-73.180548

ii) Hetawane Dam Main Gate Chouki Lat- 18.727854 Long-73.174234

iii) Hetawane Dam Chouki Lat- 18.725054 Long-73.167228

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- 10.3. The Geo-Tagging should be carried out by the bidder during the period on working days from Date 15/12/2023 To 21/12/2023 (on working Days only) Between 10.00am to 18.00pm Hrs
- 10.4. It is mandatory for the bidder to submit the above Geo-Tagging in Envelope No. 1, otherwise the tender of the said bidder/ contractor will not be considered for further tendering action / evaluation process and it will not be accepted.
- 10.5 If there is a lock down situation due to Covid 19 Pandemic disease or any other reason during Geo-tagging period / site inspection period, the bidder or his authorized representative shall have obey all the protocols and should travel with necessary travel pass on his own responsibility and with due care by following the prevalent Govt. Rules and regulations in force imposed by the appropriate authority.

11. PRE-TENDER CONFERENCE :

- i) No pre tender conference will be held for this work.
- ii) Instead, if the prospective tenderers who have purchased and downloaded blank B1 tender form have any doubts and seeks to obtain clarifications regarding the work and the tender conditions. The prospective tenderers shall post their queries or seek clarification by writing online before seven days prior to the last date of online submission of the tenders as per the e-tendering Schedule.
- iii) The reply/clarifications to the same shall be uploaded online before three days prior to the last date of online submission of the tenders as per the e-tendering Schedule by the Executive Engineer, Hetawane Medium Project Division, Kamarli-Pen and this reply/clarifications referred to as "Common set of Deviations" (C.S.D) shall form part of tender documents and which will be common and applicable to all Tenderers and the Tenderers should submit this at the time of online submission of Tender. The point/points if any raised in writing online by the contractor and not finding place in C.S.D. issued, is/are deem to be rejected. In such case the provision in tender shall prevail. No further correspondence will be made thereafter with the contractor in this regard.
- iv) If the Department does not upload the reply/clarifications to the same within the stipulated time, the prospective tenderers should upload the tenders considering that there is no change in the prescribed terms and conditions of the Tender.
- v) The e- tender submitted by the tenderer on line shall be based on the "Common set of Deviations", additional facility issued (if any) by the Department, and this tender shall be unconditional. Conditional tenders will be summarily rejected considering it as non-responsive.

vi) All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and the conditional tenders will be rejected as non-responsive.

12. ADDITIONAL PERFORMANCE SECURITY DEPOSIT :

(As per WRD Government Resolution (Marathi) Nivida 0417/(247/17)/MP dated 30/11/2018 and amendment dated 23/6/2020) and As per Irrigation Department Govt. GR. No. Tender 0417/(Prakra-247/17)/ Mopra-1 Dated 18/10/2023)

- 12.1** If the tenderer quotes the rate more than 1.0% below the estimated amount put to tender then the contractor has to submit the detailed reasoning for the same with due planning to complete the work. The Engineer – in charge will verify this whether the work could be completed in the lowest offer (below the estimated amount put to tender) quoted and if the justification given by the tenderer is unsatisfactory, the offer quoted by the tenderer shall not be considered for further tender process.
- 12.2** If the tenderer quotes the rate upto (-)10% below the estimated amount put to tender, the tenderer shall furnish the additional Performance Security Deposit in the form of Demand Draft or Bank Guarantee or Fixed Deposit Receipt of amount upto 1% of the estimated amount put to tender (e.g. If offer quoted is upto to (-) 10%, the Performance Security deposit is 1% of the estimated amount put to tender)
- 12.3** If the tenderer quotes the rate more than (-) 10% but upto (-)15% below the estimated amount put to tender, the tenderer shall furnish the additional Performance Security deposit in the form of Bank Guarantee or Demand Draft of amount upto 1% plus the equivalent % quoted below 10% of the estimated amount put to tender or minimum amount of Rs.1000/- (e.g. If the offer quoted is (-)14% the Performance Security Deposit = 1% of the estimated amount put to tender upto (-) 10% + addition PSD as (14% - 10% = 4%) i.e. Total 1%+4%=5%.
- 12.4** If the tenderer quotes the rate more than (-)15% below the estimated amount put to tender, the tenderer shall furnish the additional Performance Security deposit in the form of Bank Guarantee or Demand Draft of amount upto 1% plus the equivalent % quoted below 10% plus the equivalent 2% quoted below 15% of the estimated amount put to tender or minimum amount of Rs.1000. (e.g. If the offer quoted is (-)19% the Performance Security Deposit = 1% of the estimated amount put to tender up to (-) 10% + addition PSD as (15% - 10% = 5%) + addition PSD as [2x (19% - 15%) = 8%] i.e. Total 1%+5%+8%=14%.

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- 12.5** Lowest bidder (L-1) should submit D.D/ B.G/ F.D.R of Additional Performance Security Deposit in the office of the Executive Engineer, Hetawane Medium Project Division, Kamarli Tal. Pen, Dist- Raigad payable at Pen within 8 (Eight) days period from the last date of opening of Envelope 2 of the tender. If the bidder fails to submit the Additional Performance Security Deposit within the stipulated period, the earnest money deposited by the bidder shall be forfeited and the bidder's (or all bidders who had submitted the tender as Joint venture) registration shall be suspended and the bidder (or all bidders who had submitted the tender as Joint venture) jointly or individually shall be disqualified & prohibited from participation in any tender process of Water Resources Department for the period of next two years from the date of opening of the tender.
- 12.6** If Lowest Bidder (L-1) fails to submit D.D/ B.G / F.D.R of Additional Performance Security Deposit within the stipulated period of 08 days as stated herein above , the EMD of L-1 shall be forfeited and the Second Lowest Bidder (L-2) will be invited with Condition that L-2 should be ready to perform work as per terms & conditions and the offer quoted (% below) by the Lowest Bidder L-1.
- 12.7** a) The Additional Performance Security deposit in the form of Bank Guarantee or Demand Draft or Fixed Deposit Receipt of shall be in the Name of the Executive Engineer, Hetawane Medium Project Division, Kamarli Tal. Pen, Dist- Raigad payable at Pen.
- b) The Bank Guarantee or Demand Draft or Fixed Deposit Receipt shall be drawn from Nationalized Banks or the Schedule Banks.
- c) The Bank Guarantee or Demand Draft or Fixed Deposit Receipt shall be valid for the period upto 1 month after the completion of Defect liability Period of the Work from the date of opening of envelope 2
- d) The Demand Draft shall mention the Bank's MICR & ISFC Code Nos.
- e) After the opening of the tenders, the Executive Engineer, Hetawane Medium Project Division, Kamarli Tal. Pen, Dist- Raigad will retain the Bank Guarantee/ Demand Draft / Fixed Deposit Receipt of two lowest tenderers who are qualified during the evaluation of Envelope No.1
- f) In case, if the tenderer submits the false documents / Bank Guarantee / Fixed Deposit Receipt / Demand Draft or the tenderer has not furnished any documents, Bank Guarantee / Fixed Deposit Receipt / Demand Draft as per requirement, the Earnest Money of the tenderer shall be forfeited and the tenderer's registration shall be suspended and tenderer shall be disqualified & prohibited from

participation in any tender process of Water Resources Department for the period of next three year.

12.8. The Executive Engineer, Hetawane Medium Project Division, Kamarli, Pen Dist. Raigad will encash the Demand Draft submitted by the eligible tenderer before the issue of work order.

12.9 After the satisfactory completion of the work as per the tender conditions by the Contractor, the amount of the additional performance security deposit submitted by him will be released within the period of 1 months from the date of satisfactory completion of the work.

13. OPENING OF TENDER

On the date specified in the tender schedule, the tenders will be opened in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time following procedure will be adopted for opening of the tender.

13.1 (A) Opening of Technical Bid (Envelope No. 1)

First of all Envelope No.1 of the tenderer will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department , a note will be recorded accordingly by the competent authority and the said tenderers Envelope No.2 will not be considered for further action and the same will be recorded. The Decision of the competent authority in this regard will be final and binding on the contractors.

All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be rejected as non-responsive.

13.2 EVALUATION OF BID CAPACITY OF TENDERERS

13.2.1 Bid Capacity of tender is to be done to ensure that the bids for the work are received from well established contractors with experience and capability in constructing the work, any applicant who is able to satisfactorily establish that he can undertake the work and complete it competently, within the stipulated time, will be able to Post-qualify. Evaluation of Bid Capacity applications is to be done by the competent authority as per Government Order / Circular issued from time to time.

As per instructions to applicants, an applicant can either be an individual a proprietary firm, in partnership, a limited company or a corporation. It would be imperative to establish good parameters for an objective evaluation of the applicants, with the help of information supplied by them, to Post-qualify them.

13.2.2 NO EVALUATION WILL BE DONE AS PER NORMS LAID DOWN IF,

- i) The information given in **Annexures**, is incomplete & misleading, Application will therefore be considered as **“non-responsive”**.
- ii) The applicant does not fulfill the criteria for eligibility laid down
- iii) The applicant produces the false certificates.

13.2.3 Even though the applicant may satisfy the requirements they will not be evaluated Bid Capacity, if they have,

- a) Made misleading or false representation in the forms or statements and attachments submitted as proof of qualification requirements, and
- b) Record of poor performance such as abandoning work, not properly completing contract in stipulated time; inordinate delays in completion on account of which penal action is taken or proposed or financial failure.

13.2.4 Necessary information will be collected from the details furnished in proforma and any additional information may be called for at the discretion of the competent authority.

Only those applicants who satisfy the criteria of eligibility will be evaluated for Bid Capacity. The evaluation will be done by the competent authority. The decision of the competent authority will be final and binding on applicants. No correspondence will be entertained in this regard.

13.2.5 INFORMATION & INSTRUCTIONS TO APPLICANTS:

13.2.5.1 GENERAL DESCRIPTION:

The enclosed forms should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant it should be stated as **Not Applicable** and only a dash reply will be treated as incomplete. Information in the application or any change(s) made in the prescribed forms will render the application to be rejected as non responsive.

13.2.5.2 The Bid Capacity documents shall be typed on applicant's letterhead.

13.2.5.3 Any overwriting or correction shall be selfattested. All pages of the Bid Capacity shall be numbered and should be submitted as a package with a signed letter of transmittal.

13.2.5.4 All the information must be filled in English language only.

- 13.2.5.5** Information and certificate(s) furnished along with the application form that vouch to the suitability, technical know how and capability of the applicant should be signed by the applicant.
- 13.2.5.6** No further information will be entertained after submission of tender documents unless it is requested by the competent authority.
- 13.2.5.7** The documents submitted in connection with the tender shall be treated as confidential and will not be returned.
- 13.2.5.8** The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conferences in connection with this document shall not be reimbursed by the Government of Maharashtra or Konkan Irrigation Development Corporation, Thane under any circumstances.

~~13.2.6 ELIGIBILITY AND MINIMUM CRITERIA FOR BID CAPACITY.~~

~~The applicant applying for Bid Capacity evaluation must provide evidence of having adequate experience in modern technology in carrying out works like excavation including hard rock, concrete mixes of all types with adequate quality control aided by up-to-date testing laboratory. Bid Capacity will be based on meeting all the minimum criteria as demonstrated by the Applicant's responses in the forms attached to the letter of Application~~

~~13.2.6.1 EVALUATION CRITERIA FOR BID CAPACITY:~~

- ~~A) Bid Capacity of prospective Tenderers is to be done to ensure that final bids for the work are received from well-established contractors having experience and capability for executing this work.~~
- ~~B) The tender accepting authority will evaluate the submitted Bid Capacity of the tender documents~~

~~13.2.6.2 If an applicant is judged to be unsound, he will be disqualified.~~

~~13.2.6.3 Necessary information will be collected from the details furnished in the proforma and additional information may be called for at the discretion of the competent authority.~~

~~13.2.6.4. MINIMUM ELIGIBILITY CRITERIA FOR BID CAPACITY~~

~~The applicant shall meet the following minimum criteria. The Envelope No.2 of only those applicants who satisfy the minimum criteria of eligibility as stated below will be opened for further process of tendering.~~

~~A) MAXIMUM ANNUAL TURNOVER:~~

~~The bidder should have minimum annual financial turnover in, last 5 (five) years (in all Classes of civilengineering construction work onlyand Excluding advance such as machinery / mobilization advance etc.) worked out for base year shall not be less thanRs.159.89 lakhs., In support of this, scanned copy certificate by the CharteredAccountantshowing sources of receipt should be produced.~~

B) SIMILAR WORKS:

The contractor/ the applicant /the bidder should have successfully executed at least one Road work and cond Deleted the area having average annual rainfall of 3000 mm & above in any one year during last five financial years. i.e. 2018-19 to 2023-24.

C) GENERAL EXPERIENCE :

The contractor /the applicant / bidder should have executed following minimum quantities in any one year during the last five years.

1	Concrete	84.72 cum or More
2	HYSD Reinforcement/Structural steel work	1.42 MT or More
3	WBM	332.41CuM or more
4	MPM	1477.35 Sqm or more
5	OGC 20mm	1477.35 Sqm or more

NOTES :- 1) For (A) above the tenderer shall provide authenticated proof of information given therein. This shall include a certificate from his Chartered Accountant.

2), The criteria mentioned is for works carried out in Govt. / Semi Govt. Bodies suchas MHADA, MSEDCL, MIDC, CIDCO. For other than Govt. / Semi Govt. works the criteria of amount of single work and quantities above shall be doubleof the mentioned above. Certificates are required to beobtained from the officer notbelow the rank of Executive Engineer (Work Carried out in Govt/ Semi Govt. Bodies such as MHADA, MSECDL, MIDC, CIDCO) or equivalent competent authority in case of localbodies. In case of other than Govt./ Semi Govt. /PSUs / Autonomous Bodies etc., certificates are requiredto be obtained from Director / CEO / or Office in Charge of Project or equivalent.

D) BID CAPACITY:

Bid capacity will be calculated as below,

$$\text{Bid capacity} = (A \times N \times 2) - B$$

Where,

A = Maximum value of Civil Engineering works executed in any one year during the last 5 years (updated to current price level) which will take into account the completed and ongoing works.

B = value of existing commitments and works (ongoing) to be completed in the period stipulated for completion of work of the present tender. (All certificates should be signed by the Engineer-in-charge not below the rank of Executive Engineer of concerned Department).

N = Number of years prescribed for completion of the work for which this bid is invited i.e 2.0

~~Bid capacity so calculated should not be less than the cost of work put to tender Rs. 155.28 Lacs~~

~~(Note: Please mention the reference in enclosed proforma / annexure from where the values of A & B have been taken)~~

13.2.6.5 MACHINERY AND EQUIPMENTS REQUIRED:-

~~As a prime contractor, the applicant bidder should have the following minimum machinery.~~

Sr. No.	Type of Machinery	Total Nos. Required
1	2	3
1.	Trucks/ Tippers/Tractor Trolley.	2
2.	Excavator/JCB	1
3.	Vibratory Roller	1
4.	Concrete mixer	1
5.	Needle vibrators	1

NOTE - Machinery must be in the name of concern, or owner of the concern or in the name of partners or in the name of partner of associations firm or in the name of members of the private Ltd. Company or in name of public limited company.

Minimum 50 % of the above machinery should be owned by the contractor and for the remaining 50% machinery the contractor should attach the necessary documents regarding the availability of the machinery along with its ownership details.

13.2.6.6 : KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL-

As a prime contractor the applicant bidder should have the following TECHNICAL PERSONNELS working with him having the qualification mentioned below.

Sr. No.	Personnel	No. of Personnel
1.	Project Manager	1
2.	Site Engineer.	1
3.	Supervisory Technical Staff	2

13.3 Opening of Financial Bid (Envelope No.2)

This envelope shall be opened online after opening of Envelope No. 1 only if the contents of the Envelope No.1 are found to be acceptable to the competent authority. After the analysis and scrutiny of documents and evaluation with respect to Departmental Requirement is over, the Envelope No. 2 shall be opened as per tender schedule. The tender rate in schedule B of percentage

above or below the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No.2

13.4 (a) EARNEST MONEY:

(i) Earnest money of minimum Rs.51,000/- shall be paid via online using Net banking mode. Bidders using online mode of payment are requested to make On Line Payment well in Advance. Earnest Money shall be drawn directly from the account of Bidder / Bidding Firm or any of the partners in case of J.V.

After Tender opening, the EMD of the unsuccessful bidder will be returned to the account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

EARNEST MONEY IN THE FORM OF CASH/ CHEQUES/D.D/F.D.R OR ANY OTHER FORM WILL NOT BE ACCEPTED.

(ii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and additional performance security deposit as per Cl. No.12 of this section (if applicable) and completing the tender documents in form B-1.

(b) SECURITY DEPOSIT:

(i) The Successful tenderer whose tender is accepted will have to pay total Rs.1,20,000/- at rate 2% towards the security deposit .

(ii) Rs.60,000/- is to be paid by Demand Draft / Bank Guarantee / Fixed Deposit Receipt or of any (Scheduled Bank/Nationalised Bank) Valid for Necessary Period. in favour of Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad, towards the initial Security 1% Deposit, valid within the time limit prescribed in clause 1 of B-1 Form, agreement till completion of defect liabilities period failing which is earnest money will be forfeited to Government or Corporation.

(iii) In addition to the above an amount of Rs. 51,000/- will be deducted from the running bill at 1% of value of the gross bill towards balance security deposit. This is a compulsory deduction. This shall be recovered full by the time of 50% of work progress.

(C) LABOUR WELFARE CESS

Building & other Construction workers welfare cess @ 1% or at the rates amended from time to time as intimated by the competent authority of Building and other construction workers welfare Act, 1996 shall be deducted from bill

amount, whether measured bill, advance payment or secured advance, from the contractor through running bills as per G. R. No. BCA -2009/Prakra-108/Kamgar 7A, Dt.17/06/2010 of Industries, Energy & Labour Department.

(D) INCOME TAX

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 as per prevailing Government orders from time to time.

(E) GOODS & SERVICES TAX (GST) :-

The rates quoted by the Contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Payment of GST

- i) Bidder shall quote his rate excluding GST.
- ii) GST shall be payable on the accepted contract value.
- iii) GST shall be paid to contractor on the amount of bill of work done as per prevailing rate of GST during the period of work done.

The amount of GST @2% i.e. 1% C.G.S.T. + 1% S.G.S.T. (On gross bill amount) will be deducted at Source (TDS) after the enforcement of Sections 51 of Maharashtra Goods and Services Act. 2017 from the every RA bills of the contractor at the time of payment.

The tender rates are inclusive of all taxes and cess but excluding GOODS and SERVICES Tax (GST). The bidder shall quote his offer considering all prevailing taxes excluding GST. As per the guide lines laid down in the Government of Maharashtra resolution No. Tender/ 0417/प्र.क्र- 247/मोप्र-1 Dated 22nd May 2018 of Water Resource Department, & the provision made in Government Circular No 0918/(प्र.क्र- 590/18)मोप्र-1 Dated 13/11/2018, the Contractor shall submit the relevant & duly certified documents in support of the payment of GST to the concerned Executive Engineer who on receipt of these documents will scrutinize it through the Divisional Accountant and reimburse the eligible amount for the GST on approval by Competent Authority to the proposal for the same. This condition will supersede all such relevant provision clauses regarding applicability of GST.

For GST the TDS of @ 2.00 % and surcharge thereon or at the rates amended from time to time as intimated by competent authority shall be deducted from the bill amount, whether measured bills, advance payment or secured advance for GST.

(F) PROFESSIONAL TAX

Certificate of registration with the professional tax officer of the District in Form 1A, certificate of registration under Section 5(1) and 5(2) of the Maharashtra Sales Tax on professions, trades, ceilings and employment Act No. XVI of 1975. Forms is attached separately it should also be made clear that the employee's shall be all those who received the wages/ salaries from the tenderer and shall include the office and field staff and those operating the machinery/ equipment's. This also insure that the machinery said to deployable for the subjected work is really in the ownership of the tenderer

(G) LABOUR PROVIDENT FUND :

The contractor must have been registered with the appropriate labour provident fund authorities. Similarly, according to the labour provident fund Act, the contractor shall furnish a certificate from labour provident fund. Authorities about this having paid due provident fund amount.

14. Tender Liable for Rejection.

Tender is liable for outright rejection if on opening it is found that – The Tenderer has not strictly followed the procedure laid down for submission of tender.

- (a) If the tender is CONDITIONAL
- (b) If the Tenderer has quoted his offer anywhere else other than specified place provided.
- (c) The Tenderer has not uploaded the main tender documents or Failed to fill the templates as stated.
- (d) The set of conditions issued / additional stipulations (CSD) duly signed by the Intending Tenderer made by the department on the sub-Portal <http://mahatenders.gov.in> is not uploaded in Envelope No. 2
- (e) Any Corrections, modifications, additions, omission or any type of changes in main tender document or CSD is not permissible and if it is found at any stage the tender shall be rejected by forfeiting the Security Deposit.
- (f) It is the responsibility of the tenderer that the Information and certificate(s) including min. ten work done certificates of similar type of works at remote

dam sites signed by officer not less than Executive Engineer rank Water Resources Dept. Govt. of Maharashtra & CE, BIS & FCC certificates of specified items furnished along with the tender form that vouch to the suitability, technical knowhow and capability of the tenderer should be genuine and correct. If at any stage of tender process any information/any certificate given or submitted by the tenderer is found incomplete / misleading/ false, such tenderer's tender will therefore be considered as non-responsive & stand rejected and the EMD of this tenderer will be forfeited and the Penal action will be taken against him as per the provisions of IT Act 2000 & IPC .

- (g) 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.
 - (h) Any of the pages of tender are removed and / or replaced.
 - (i) Any erasures are made by the tenderer in the tender.
 - (j) Tender in the case of firm, each partner or the person holding the power of attorney should sign as a witness in B-1 tender form at the space provided for the purpose.
15. The Contractor will have to sign the tender papers and the drawings according to which the work is to be carried out & upload the same as prescribed. He shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his rates with due consideration to all these factors.
16. The acceptance of the tender may be intimated to the Contractor / electronically or otherwise (even may be by e-mail) and either by the Officer competent to accept the tender or any authority in the department including Government and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender
- 17. Clarification of offer :** The Tendered who quotes more than 1.0% below the estimated rates must submit an Additional Performance Security Deposit in the form of demand draft/ Bank Guarantee from any Scheduled Bank/ Nationalised Bank having branches in Maharashtra in favour of the Executive Engineer, Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist- Raigad payable at Pen. as specified in Tender Data for the stipulated period Failing which the work order will not be issued to the Tenderer and all his deposits for this work will be forfeited to the absolute disposal of Government.

18 INSTRUCTIONS FOR SUBMISSIONS OF ENVELOPE NO. 2

Documents to be submitted in Envelope No.2 shall confirm to the instructions given below.

i. **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 his own various quarries for construction materials, their availability and adequacy etc.

ii. **CONDITIONAL TENDER:**

Conditional tenders will be summarily rejected. The tenders 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 tenderers as mentioned in the B-1 form or are incomplete in any respect are likely to be rejected without assigning reasons therefore.

iii. **TENDERED RATE**

The tenderer should quote his offer in the form of percentage above or below the estimated cost, entered in Schedule -B at appropriate place in B-1 form, both in figures as well as in words in English. In case there is difference between the percentage quoted as expressed in words and in figures, the percentage as expressed in words will be taken as correct irrespective of whether it is lower or higher than that expressed in figure. The percentage mentioned in the tender shall be taken as applying to all conditions of weather and will be inclusive of all taxes if any. The percentage should be written in words in one line only as far as possible.

iv. **JUSTIFICATION OF RATES**

If the percentage quoted by the tenderer is less than 10% or more than 10% of the updated estimated cost as stated in **Annex 'A'Sr.No.E**, the tenderer shall furnish his detailed itemwise justification for all items costing Rs.50,000/- (Rs. Fifty Thousand Only) and above put to tender in Envelope No.2 in justification of workability of the rates. Tenderer shall also submit additional

information in analysis of rates whenever called by the Corporation, without which the offer will not be considered.

(v) QUANTITIES PUT TO TENDER:

The quantities given in Schedule 'B' as put to tender by the Corporation for various items therein are approximate as some of the items of works put to tender are likely to be executed departmentally till the contract agency is fixed. Such quantities which would be executed till the fixation of contract agency will stand deducted from the quantities entered in the Schedule- B at the time of completing the tender documents by the contractor. The Contractor should take cognizance of this fact and no claims will be tenable on account of such reduction in quantity.

19. 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.

20. CORRECTIONS

No corrections should ordinarily be made in the tender documents. Any corrections in the entries made by the tenderer should be by crossing the incorrect portion and writing the corrected portion above and each such correction shall bear the attestation of the tenderer.

21. 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 matters 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.

22.ACCEPTANCE OF TENDER

Acceptance of tender will rest with the authority, as indicated in Annexure 'A' of this section, who reserves the right to reject any or all tenders without assigning any reasons. The acceptance of the 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 period specified in the conditions of contract of being notified to do so and shall abide by all the rules and regulations and special conditions enumerated therein or attached herewith. In the event of failure of the tenderer to sign the agreement within 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 another contractor to whom the Corporation considers suitable.

23. VALIDITY PERIOD

The offer shall remain valid for a period of 60 (Sixty) days from the date of the opening of tender (Envelope No.2), and thereafter until it is withdrawn by notice in writing by the tenderer, to Executive Engineer or Superintending Engineer such notice shall be and sent by R.P.A.D. If the acceptance of tender is not communicated within 60 days and if the offer is withdrawn by the contractor, earnest money shall be refunded in full.

24 COMPLETION OF TENDER DOCUMENT :

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

25 LANGUAGE

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

**26 LICENSE UNDER CONTRACT LABOUR
(REGULATION AND ABOLITION ACT 1970)**

- 26.1** The successful tenderer should produce to the satisfaction of the competent authority accepting the tender a valid and current license issued in his favour under the provisions of contract Labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (R & A) Rules 1971, before signing the contract. On failure to do so acceptance of the tenderer will be withdrawn and also the earnest money and additional earnest money deposit, if any, will be forfeited to Corporation.
- 26.2** The successful tenderer should produce to the satisfaction of the competent authority accepting the tender a valid and current MVAT clearance certificate as required under Govt. of Maharashtra Public Work Department. Resolution No.B.D.G. 2005/P.K.324/ Building-2 Dt.3 March 2006 from concern Department before signing the contract. On failure to do so acceptance of the tenderer will be withdrawn and also the earnest money and additional earnest money deposit, if any, will be forfeited to Corporation.

27.CONDITIONS RELATING TO INSURANCE:

Contractors 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 400 051 only. Its postal address for Correspondence is 264, MHADA Opposite Kalanagar, Bandra (E), Mumbai 400 051 (Tel No. 022 26438403) (Fax No. 022 26438461 / 022 26438690). Insurance policy/policies taken out from any other company will not be accepted. However, if the contractors desire to effect insurance with the local office of any Insurance Company the same should be under the Coinsurance cum servicing arrangements approved by the Director of Insurance,. The policy taken out by the contractors is on co-insurance basis (G.I.F. 60 % and Insurance Company 40 %) the same will not be accepted and the amount of premium calculated 29 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.

The compensation amount of insurance should not be paid directly to the contractor. The insurance company should inform the Corporation. They must take proper approval from corporation. The insurance policy should be taken jointly with name of contractor and The Executive Engineer In Charge, related to full work, staff, machinery, labours, equipment's, etc. Govt. will not be responsible for any compensation, for anything on this account.
(Insurance)

28. FOREFEITURE OF EMD

Letter of acceptance given to successful tenderers shall stand cancelled and its EMD will be forfeited in following events. Under such circumstances tender acceptance authority may consider next lowest tenderer, if he is found suitable.

- 1) Successful tenderers fails to deposit security deposit in stipulated time.
 - 2) Successful tenderers fails to give various undertaking and declaration given in tender documents.
 - 3) Successful tenderers fails to sign contract in format released on website.
- 29.** During tender scrutiny, acceptance, payment of bill and after completion of the work within defect liability period if it is found that, the document submitted by bidder with tender is found false /incorrect, action will be taken against the bidder as per Govt. of Maharashtra, Public Works Department, G.R..no. CAT/2018/C.No.127/dated 28/11/2018. Also bidders Earnest money deposit (EMD)/ security deposit amount(S.D.)/additional performance security deposit shall be forfeitted and the bidder will be debarred for two years from participating in any tender process of Govt. of Maharashtra, Water Resource Department. Also criminal case will be filled against the bidder as per the Indian Penal code and Informaion technology act2000. No officer will be responsible for this as per the Maharashtra G.R..no. CAT/2018/C.No.127/dated 28/11/2018.
- 30.** The warrenty of the total system should be of Two year from the date of completion of work. The contractor is liable to replace any faulty/Damaged equipment within the warranty period.

SECTION – III

WORK AND SITE SPECIFIC CONDITIONS

ANNEX – A (SECTION - I) WORK AND SITE SPECIFIC CONDITIONS

A) DESCRIPTION OF THE PROJECT

1.0 Name of work –“ Providing, fixing installation, commissioning of IoT based data transmission system along with customised solutions & smart intelligent reconnaissance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam”

2.0 LOCATION AND ACCESS

The worksite is situated near Village Vakrul Taluka-Pen, District :Raigad. The villages are about 10 Kms from Taluka place.

- i) Hetawane Dam Spillway Gate Lat- 18.71965 Long-73.180548
- ii) Hetawane Dam Main Gate Chouki Lat- 18.727854 Long-73.174234
- iii) Hetawane Dam Chouki Lat- 18.725054 Long-73.167228

3.0 SCOPE OF THE WORK

The tender incorporates specialized work in the field of digital electronics related to dam safety which consists of Providing, fixing installation, commissioning of IoT based data transmission system along with customized solutions & smart intelligent reconnaissance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam

4.0 SITE CONDITION

It shall be presumed that the contractor has fully informed himself as to the nature and location of work, general and special condition and particulars those having bearing as approaches to the site, availability and transport of various construction material, tools and plants, machinery, disposal areas, availability of labour, weather conditions and river stages etc. and has estimated his cost accordingly. Government will bear no responsibility for any lack of such acquaintance with site condition on the part of the contractor and the consequences thereof. The information and data about site condition shown in the drawing and mentioned herein is furnished as rough guideline only, but Government will not be responsible for accuracy thereof or for any interpretation and conclusions drawn there to by the contractor. No claim of any kind will be entertained due to any variation in type, texture and structures of rocks met with during actual excavation.

5.0 COMMUNICATION

ROADS : The Dam Site which is approachable khopli- Pen road. which is approachable in all weather.

RAILWAYS : The nearest Broad gauge Railway Station is at Pen Konkan Railway at distance of about 12 from work Site.

AIRPORT : Mumbai is the nearest airport, which is about 155Kms. from the work site, which is connected with major cities in world.

6.0 TOPOGRAPHY AND CLIMATE

The work is situated in heavy rainfall zone at elevation ranging from R.L. 20 to R.L. 50 M. Approx. above mean sea level. The rainy season normally commences from about early June and lasts up to about end of October. A few periodic pre monsoon and post monsoon showers however cannot be ruled out and some of these can be quite heavy. The average rainfall in a season normally varies from 3000 to 3500 mm.

B) Scope of Work

Sr.no.	Description	Quantity
1	WBM	330 cum
2	Concrete (RCC & PCC)	126 cum
3	Earth Work	1323 cum
4	Pitching	441 cum
5	MPM	2205 sqm
6	OGC	2205 sqm
7	HYSD Reinforcement & Structural Steel work	2 MT

C) INFORMATION ABOUT WORK SITE

1	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 & smart intelligent interface connectivity at Hetawane Dam
2	Location of work	i) 18.71965 Long-73.180548 ii) Lat- 18.727854 Long-73.174234 iii) 18.725054 Long-73.167228
3	Nearest Railway station	Pen- 12 Kms. from work Site
4	Roads	Approachable by all-weather road.
5	Telephone and Telegram facility	Pen
6	Petrol and Diesel Pumps	Pen
7	Land Acquisition	Land is in possession.

D) a) Period of completion and Construction Programme.

Period of Completion -- 6 Months including monsoon

Estimated cost of the work based on PWD CSR for the year 2023-24 when tenders were invited **Rs. 50,83,567/-**

E) 1 DETAILS OF WORK

(Para 1,2,3,5 of Detailed Tender Notice)

1.1	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 & smart intelligent interface connectivity at Hetawane Dam
1.2	Estimated cost	:	Rs. 50,83,567.00
1.3	Earnest Money (EMD) (To be assessed and paid as per para 9(i)(B) of Detailed Tender Notice)	:	Rs. 51,000/- paid through online.
1.4	Additional EMD Additional (if required) To be assessed & paid as per para 8.2(ii)(b) of Detailed Tender Notice.	:	-----
1.5	Security Deposit	2 %	Rs. 102000/-
	i. Initial	1 %	Rs.51000/- in D.D / F.D.R or Bank Guarantee
	ii. Through R.A. Bills (up To completion of 50% of work)		Rs .51000/-
1.6	Performance security deposit [if required as specified in Para 12.0 in the form of Demand Draft or BG or FDR].(if required)	:	As per Para No.12 of Section II of This Document
1.7	Period of completion of work	:	06 Months including monsoon

E)2. INFORMATION FOR OBTAINING TENDER PAPERS AND ITS SUBMISSION

(Para 1,2,3,5 of Detailed Tender Notice)

2.1	Name and address of the Executive Engineer in charge of work issuing tender papers/bid assessment forms and in whose name Earnest Money & Security Deposit is to be pledged.	:	The tenderer should download Blank Tender Form from Govt. Website - http://www.mahatender.gov.in
2.2	Period for issue of Blank Tender Forms	:	As per Tender Schedule
2.3	Cost of Blank Tender Forms	:	Rs. 2360/- (including GST)
2.4	Extra cost if tender forms required by post.	:	N. A.
2.5	Time & date of submission of tenders	:	As per Tender Schedule
2.6	Name & address of the officer receiving & opening the tender documents	:	Executive Engineer, Hetwane Medium Project Division, Kamarli Tal:- Pen, Dist- Raigad
2.7	Time & date of opening of tenders.	:	As per Tender Schedule
2.8	The name & address of authority for accepting the tender	:	Executive Engineer, Hetwane Medium Project Division, Kamarli Tal:- Pen, Dist- Raigad
2.9	Pre Tender conference Date , Time , Address	:	Not Applicable

E) 3 WORKS AND SITE CONDITIONS

3.1	Location of work	:	Village – Vakrul Taluka –Pen 402301 Dist. – Raigad
3.2	Nearest Railway station	:	Pen 12 Km. from work Site
3.3	Roads	:	Approachable by all weather road.
3.4	Telephone and Telegram facility	:	Pen-Raigad
3.5	Petrol and Diesel Pumps	:	Pen-8Km
3.6	Land Acquisition	:	Not required.

E) 4 PERIOD OF COMPLETION & PROGRAMME OF WORKS

4.1	Period of completion	:	6 Months including monsoon
4.2	The work programme of works	:	The work programme is enclosed at the end of Schedule – B of the tender based on which physical programme is prepared. If the tenderer does not agree with this programme, he shall submit his own programme without changing the total completion period of tender along with tender document inclusive of the physical programme subject to the provision that 50% of the work shall be completed in 50 % of the contract period

No machinery will be made available by the Corporation to the Contractor for the said work.

No construction material will be supplied by the Corporation such as Cement and fuel etc. to the Contractor as Schedule 'A' Material. Contractor will have to investigate thoroughly the quarries for hearing and casing material, sand, rubble and aggregate to his satisfaction and has to make his own arrangement for the above said materials.

No mobilization advance against machinery, man, material will given. The payment will be subjected to funds made available by K.I.D.C.

SECTION – IV

1	B-1 Tender form and Tender for works
2	Schedule 'A'
3	Schedule 'B'
4	Month wise work programme
5	Schedule 'C' – Specification

B-1 TENDER FORM

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

**KONKAN IRRIGATION DEVELOPMENT CORPORATION, THANE
CHIEF ENGINEER, WATER RESOURCES DEPARTMENT
KONKAN REGION, MUMBAI.**

CIRCLE :North Konkan Irrigation Project Circle, Kalwa-Thane

DIVISION :Hetwane Medium Project Division, Kamarli, Tal:- Pen, Dist-Raigad

General Rules and Directions for the Guidance of Contractors.

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 tenders 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 the specifications, designs and drawings estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Executive Engineer of the purpose of identification and shall also be open for inspection by contractors 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 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.
 - (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 contractor should pay the said amount by online mode of payment along with the tender, ~~Corporation cash receipt or demand draft drawn on bank and~~ in favour of the Executive Engineer as indicated in **Annex 'A' to Section I**.
 - (ii) The contractor shall also enclose Additional **Performance security deposit** of sum as stipulated in Annex- 'A' Sr.D 1] 1.6 if his offer is more than 1.0% (One percent) below the estimated cost put to tenders stated at Sr. No. D 1] 1.6 of **Annex 'A' to Section I**. The said amount of earnest money shall not carry any interest whatsoever.
 - (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 powers of the Corporation hereunder or in law, Corporation shall be entitled to forfeit the full amount of the earnest money and additional earnest money / Additional Performance security deposit deposited by him.
 - (iv) In the event of his tender not being accepted, the amount of earnest money deposited by 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 be signed by all the partners except where the contractors are described in their tender form, in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give 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. Only one rate or such percentage on all the estimated rates /schedule rates shall be named. Tenders which propose any alteration in works specified in the said time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No printed forms of tender shall include a tender for more than one work, but if contractor who wish to tender two or more works, they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
5. The Officer indicated in Annex 'A' to Section I or his duly authorized assistant shall open tender in the presence of contractors who have submitted tenders or their representatives who may be present at the time and he will enter the amounts of the several tenders 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 deposited by the contractor, on his giving a receipt for the return of money.
6. The officer competent to dispose of the tenders 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. No materials of any type except that shown in schedule 'A' of the contract shall be supplied by the Corporation. All the work shall be executed by the tenderer with contractor's own materials(s). The memorandum of work to be tendered for shall be filled in and completed by the office 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 delivers his tender.
9. All work shall be measured net by standard measure 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 measurements of work shall be taken according to the usual methods in use in the Corporation and proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the corporation will be final.

The measurements shall be recorded in the Measurement Book (MB) on the basis of field book (FB) (for leveling purpose). The measurement book(s) and field books(s) shall be got issued from the Executive Engineer by the authorized Engineer and acknowledged by the contractor. The MB(s), FB(s) shall be the property of corporation. The rules of measurement as stipulated in the MPW Manual shall be applicable “Mutates-Mutandis”. On completion of the work/termination of contract. The MB(s) and FB(s) shall be returned to the corporation.

The contractor shall submit (certified by the concerned SDO/SDE/AE-I/AEE) copies of the measurement sheet(s) related to the RA Bill/Final Bill along with the RA bill/Final Bill without which his RA bill/Final bill shall not be considered for payment in the case of loss of measurement books(s), field book(s) for any reason whatsoever, while in custody of the contractor, he shall have to pay a penalty of Rs. 10000/- (Rs. Ten Thousand only) per measurement book/field book

13. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange will 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 the use in the presence of the Corporation's person. No materials will be allowed to be removed from the site of works without prior permission of Engineer-in-charge.
15. Successful tenderers will have to produce to the satisfaction of the accepting authority a valid and current License issued in his favour under the provision of Contract Labour (Regulation and Abolition Act 1970) before starting works failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Corporation. The Contractor shall also submit certified copy of registration under ESIS on PF Act before payment of the R.A. Bill made.
16. The contractor shall also give the list of machinery in their possession which they propose to use on the work.

B-1 TENDER FORM
PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for works

1. I/We hereby tender for the execution, for the Konkan Irrigation Development Corporation (here-in-before and here-in-after referred to as 'Corporation') of the work specified in memorandum as enclosed within the time specified in such memorandum at *.....%.....perce nt 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 hereof.

** in figures as well as in words*

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 75 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 tenders and sent by registered post AD ~~or~~ otherwise delivered at the office of such authority. ~~Demand Draft on Bank / details of Bank Guarantee or cash receipt of Corporation / Maharashtra Bank / Online payment in respect to the sum of Rs**. -----~~

*** Amount to be specified in words and in figures.*

---Representing the earnest money is herewith forwarded. The performance security deposit in the form of Demand Draft as required in view of the quoted rates are more than 1.0% (One percent) below the estimated amount put to tender is also enclosed. The amount of earnest money, performance security deposit 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 if any as specified in item (e) and (f) of the memorandum enclosed within the time limit laid down in the clause (1) of conditions of contract. The amount of earnest money maybe adjusted towards the Security Deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

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 to pay to Corporation the sum of money mentioned in the said condition.

MEMORANDUM

a)	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 & smart intelligent interface connectivity at Hetawane Dam
b)	Estimated cost	:	Rs. 50,83,567/-
c)	Earnest Money (EMD)	:	Rs.51,000/-paid online through e-payment gateway.
d)	Performance security deposit [if required as specified in Para 12.0 in the form of Demand Draft or BG or FDR].	:	As per Para No.12 of Section II
e)	Security Deposit (SD) (i) initial @ 1%	:	Rs.51,000/- in which is paid by pay order or by Demand Draft duly drawn in the name of the Hetwane Medium Project Division, Kamarli, Tal:-Pen, Dist- Raigad
	ii. To be deducted from R.A. bills 1%	:	Rs.51,000/-(Rs. Seventy Six Thousand Only)
f)	Additional Security Deposit (if required as specified in Para 9(i) (b) in the form of Bank Guarantee	:	----
g)	Percentage, if any , to be deducted from bills so as to make up the total amount required as Security Deposit by the time, half the work as measured by the cost of work done.	:	2 % (Two Percentage)
h)	Time allowed for the work written order to commence	:	6 Months (Including Monsoon)

*Signature of Contractor
Address

.....
.....

Dated the day of 2023

*Signature of Witness

Address

Occupation

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

Dated the day of 2023

Signature of the Officer by whom accepted

(* To be filled by tenderer)

SCHEDULE 'A'

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 & smart intelligent interface connectivity at Hetawane Dam

Schedule showing (approximately) the material to be supplied from the store for the work contracted to be executed and the rates which they are to be charged for

Sr. No.	Particulars	Quantity	Rates at which the material will be charged to the contractor		Place of Delivery.
			Unit	Rate	
----- NIL -----					

Executive Engineer
Hetwane Medium Project Division, Kamarli
Tal:- Pen, Dist- Raigad

SCHEDULE – B

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 etc. complete at Hetwane Dam.

Qty	Items	Rate	Rate in Words	Unit	Amount
	Item no. 1				
2.00	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 alongwith CE, BIS & FCC certification for monitoring & supervision of entrance & exit gates / roads & essential locations on dam site for security of different locations of dam site etc. complete.	Rs.33,500.00	Rupees Thirty Three Thousand Five Hundred Only	Each	Rs.67,000.00
	Item no. 2				
2.00	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based Remotely controllable high speed mini dome outdoor Pantiltzoom Security Monitoring & Supervision devices with Original Equipment Manufacturer's (OEM) of Specified branded companies along with CE, BIS & FCC certification along & Weatherproof & Vandal proof housing for monitoring & supervision of complete site for overall security of site etc.complete.	Rs.88,500.00	Rupees Eighty Eight Thousand Five Hundred Only	Each	Rs.1,77,000.00
	Item no. 3				
1.00	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based 8Ch Network Video Recorder with Original Equipment Manufacturer's (OEM) of Matrix/Uniview/Wbox branded companies alongwith CE, BIS & FCC certification etc. complete	Rs.53,500.00	Rupees Fifty Three Thousand Five Hundred Only	Each	Rs.53,500.00

	Item no. 4				
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.	Rs.4,500.00	Rupees Four Thousand Five Hundred Only	TB	Rs.18,000.00
	Item no. 5				
2.00	Providing, fixing & installation of high quality, latest & advance Video Secure Outdoor Weatherproof Heavy Duty Aluminum Housing Mount Enclosure along with brackets & clamps etc. Complete.	Rs.9,500.00	Rupees Nine Thousand Five Hundred Only	Each	Rs.19,000.00
	Item no. 6				
6.00	Providing, fixing & installation of high quality, latest & advance Industrial Grade, durable 5 V , 12 V , 24 V Dc to Buck & Boost Regulated Voltage Power Supply etc. Complete.	Rs.7,500.00	Rupees Seven Thousand Five Hundred Only	Each	Rs.45,000.00
	Item no. 7				
16.00	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.	Rs.5,100.00	Rupees Five Thousand One Hundred Only	Each	Rs.81,600.00
	Item no. 8				
4.00	Supplying and erecting 30Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Rs.29,500.00	Rupees Twenty Nine Thousand Five Hundred Only	Each	Rs.1,18,000.00
	Item no. 9				
12.00	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Rs.79,500.00	Rupees Seventy Nine Thousand Five Hundred Only	Each	Rs.9,54,000.00

	Item no. 10				
11.00	Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller etc. Complete	Rs.18,500.00	Rupees Eighteen Thousand Five Hundred Only	Each	Rs.2,03,500.00
	Item no. 11				
18.00	Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete	Rs.21,500.00	Rupees Twenty One Thousand Five Hundred Only	Each	Rs.3,87,000.00
	Item no. 12				
18.00	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.	Rs.8,500.00	Rupees Eight Thousand Five Hundred Only	Each	Rs.1,53,000.00
	Item no. 13				
1.00	Supply, Installation, Testing, Intgeration & Commissioning of 49" LCD monitor at Conf. Room for display of total water system (Online)	Rs.87,250.26	Rupees Eighty Seven Thousand Two Hundred Fifty Only	Each	Rs.87,250.26
	Item no. 14				
5.00	Supplying and fixing 9U Hybrid IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x550x450 mm) as per specification no. WG-NAS/RAK	Rs.49,240.80	Rupees Forty Nine Thousand Two Hundred Forty and Eighty Paisas Only	Each	Rs.2,46,204.00

	Item no. 15				
1.00	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK	Rs.57,883.20	Rupees Fifty Seven Thousand Eight Hundred Eighty Three and Twenty Pisas Only	Each	Rs.57,883.20
	Item no. 16				
12.00	Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.	Rs.5,300.00	Rupees Five Thousand Three Hundred Only	Each	Rs.63,600.00
	Item no. 17				
2.00	Supplying, fixing, and configuring modularised multi-service router 802.11/a/n/ac unified Wave 2.5 GHz, with RJ-45 port, supporting 1 to 13 channels for 2.4 GHz, with unified wireless access point complete	Rs.2,16,206.40	Rupees Two Lacs Sixteen Thousand Two Hundred Six and Forty Pisas Only	Each	Rs.4,32,412.80
	Item no. 18				
70.00	Supplying and installing LSZH sheathed HDPE insulated copper cat-6A cable suitable for networking compliant with ANSI/TIA-568.2-D standards in provided conduit/casing-n-capping as per specification no. WG-ELVC/NC	Rs.102.00	Rupees One Hundred Two Only	Mtr	Rs.7,140.00
	Item no. 19				
21.00	Supplying and fixing 2 m 24 AWG multi stranded UTP patch cord with RJ-45 factory crimped connector of cat 6A type compliant ANSI/TIA-568.2-D standards in position as per specification no. WG-ELVC/PC	Rs.573.60	Rupees Five Hundred Seventy Three and Sixty Pisas Only	Each	Rs.12,045.60

	Item no. 20				
6.00	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 compliant with IEEE 802.3 standards complete.	Rs.29,749.20	Rupees Twenty Nine Thousand Seven Hundred Forty Nine and Twenty Pisas Only	Each	Rs.1,78,495.20
	Item no. 21				
8.00	Supplying, fixing, and configuring 10G Base -SR (SFP+) MM transceiver compliant with IEEE 802.3 standards erected in provided rack complete.	Rs.55,003.20	Rupees Fifty Five Thousand Three and Twenty Pisas Only	Each	Rs.4,40,025.60
	Item no. 22				
16.00	Supplying and plugging 3 m fiber patch cord LC-LC MM (50) OM3 LSZH duplex complete compliant to IEC 60793/IEC 60794 standards as per specification no. WG-ELVC/FPC	Rs.4,096.80	Rupees Four Thousand Ninety Six and Eighty Pisas Only	Each	Rs.65,548.80
	Item no. 23				
6.00	Supplying and fixing IP66 ABS enclosure for fiber splicing with raised hinged splice trays to house upto 48 fibers with multiple galnd entry points including heat shrink splice protectors complete.	Rs.11,623.20	Rupees Eleven Thousand Six Hundred Twenty Three and Twenty Pisas Only	Each	Rs.69,739.20
	Item no. 24				
1100.00	Supplying and erecting 12 fibers LSZH armoured multimode optical fiber cable with , core dia 50/125 µm (OM3), suitable upto 10 GBPS, compliant to IEC 60793/IEC 60794 standards, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-ELVC/OFC	Rs.362.40	Rupees Three Hundred Sixty Two and Forty Pisas Only	Mtr	Rs.3,98,640.00

	Item no. 25				
1.00	Supplying, erecting & terminating 5 m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19pin HDMI connectors complete.	Rs.2,878.80	Rupees Two Thousand Eight Hundred Seventy Eight and Eighty Paisas Only	Each	Rs.2,878.80
	Item no. 26				
129.00	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	Rs.55.20	Rupees Fifty Five and Twenty Paisas Only	Mtr	Rs.7,120.80
	Item no. 27				
78.00	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.	Rs.115.20	Rupees One Hundred Fifteen and Twenty Paisas Only	Mtr	Rs.8,985.60
	Item no. 28				
800.00	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	Rs.226.80	Rupees Two Hundred Twenty Six and Eighty Paisas Only	Mtr	Rs.1,81,440.00
	Item no. 29				
4.00	Providing, fixing & installation of high quality, latest & advance LED light system with Motion detection control & multicolor LED lighting (Optional) 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.	Rs.13,500.00	Rupees Thirteen Thousand Five Hundred Only	Each	Rs.54,000.00

	Item no. 30				
1.00	Supplying, installing, testing & commissioning IP EPABX for 10 extensions complete as per specification no. WG-TA	Rs.38,124.00	Rupees Thirty Eight Thousand One Hundred Twenty Four Only	Each	Rs.38,124.00
	Item no. 31				
2.00	Supplying, installing, testing & commissioning IP telephone instrument as per specification complete.	Rs.9,046.80	Rupees Nine Thousand Forty Six and Eighty Paisas Only	Each	Rs.18,093.60
	Item no. 32				
2.00	Providing & erecting 12 m high (clear height) galvanised octagonal pole with foundation bolts having bottom of 240 mm A/F, top 90 mm A/F on provided foundation as per specification no. OH-PL/OPL	Rs.41,641.20	Rupees Forty One Thousand Six Hundred Forty One and Twenty Paisas Only	Each	Rs.83,282.40
	Item no. 33				
2.00	Making M-20 grade reinforced cement concrete foundation by considering the safe soil bearing capacity at site as 10 T/sq.m at 1.5m depth including supply of steel, concrete, excavation and fixing provided nut bolts with the help of template, duly plastered as per design complete (for 11m & 12.5m high octagonal/conical GI pole).	Rs.10,743.60	Rupees Ten Thousand Seven Hundred Forty Three and Sixty Paisas Only	Each	Rs.21,487.20
Sub Total					Rs.47,50,997.06

	Item no. 34				
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 Percent	Per System	Rs.3,32,569.79
Total					50,83,566.85

In words :- (Rs. Fifty Lacs Eighty Three Thousand Five Hundred Sixty Six Only)

Sub Divisional Engineer
Hetwane Project Sub Div No.5
Tal- Pen, Dist- Raigad

Executive Engineer
Hetwane Medium Project Division, Kamarli
Tal:- Pen, Dist- Raigad

Work Programme

NAME OF WORK :- Providing, fixing installation, commissioning of IoT based data transmision system along with customized solutions & smart intelligent reconnance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam

Item	Unit	Total Qty	Dec 2023	Jan 2024	Feb 2024	March 2024	Apr 24	May 2024
Item No.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 of entrance & exit gates / roads & essential locations on dam site for security of different locations of dam site etc. complete.	Each	2.00	1.00	1.00				
Item No.2:-Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based Remotely controllable high speed mini dome outdoor Pantiltzoom Security Monitoring & Supervision devices with Original Equipment Manufacturer's (OEM) of Specified branded companies along with CE, BIS & FCC certification along & Weatherproof & Vandal proof housing for monitoring & supervision of complete site for overall security of site etc.complete.	Each	2.00	1.00	1.00				
Item No.3:-Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based 8Ch Network Video Recorder with Original Equipment Manufacturer's (OEM) of Matrix/Uniview/Wbox branded companies alongwith CE, BIS & FCC certification etc. complete	Each	1.00	1.00					
Item No.4:-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.	TB	1.00	1.00					

Item	Unit	Total Qty	Dec 2023	Jan 2024	Feb 2024	March 2024	Apr 24	May 2024
Item No.5:-Providing, fixing & installation of high quality, latest & advance Video Secure Outdoor Weatherproof Heavy Duty Aluminum Housing Mount Enclosure along with brackets & clamps etc. Complete.	Each	2.00		2.00				
Item No.6:-Providing, fixing & installation of high quality, latest & advance Industrial Grade, durable 5 V , 12 V , 24 V Dc to Buck & Boost Regulated Voltage Power Supply etc. Complete.	Each	6.00		6.00				
Item No.7:-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.	Each	16.00		16.00				
Item No.8:-Supplying and erecting 30Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Each	4.00			4.00			
Item No.9:-Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Each	12.00			12.00			
Item No.10:-Providing, fixing & installation of high quality, latest & advance MPPT Solar Charge Controller etc. Complete	Each	11.00			11.00			
Item No.11:-Providing, fixing & installation of class A, water resistant & durable, Ingress Protection 67, BIS compliant Solar panel etc. Complete	Each	18.00			18.00			
Item No.12:-Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.	Each	18.00			4.00			
Item No.13:-Supply, Installation, Testing, Intgeration & Commissioning of 49" LCD monitor at Conf. Room for display of total water system (Online)	Each	1.00			12.00			
Item No.14:-Supplying and fixing 9U Hybrid IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x550x450 mm) as per specification no. WG-NAS/RAK	Each	5.00			11.00			

Item	Unit	Total Qty	Dec 2023	Jan 2024	Feb 2024	March 2024	Apr 24	May 2024
Item No.15:-Supplying and fixing 24 U floor mount rack (Dimension-DxWxH – 800x600x1265 mm) as per specification No. WG-NAS/RAK	Each	1.00				1.00		
Item No.16:-Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.	Each	12.00				12.00		
Item No.17:-Supplying, fixing, and configuring modularised multi-service router 802.11/a/n/ac unified Wave 2.5 GHz, with RJ-45 port, supporting 1 to 13 channels for 2.4 GHz, with unified wireless access point complete	Each	2.00				2.00		
Item No.18:-Supplying and installing LSZH sheathed HDPE insulated copper cat-6A cable suitable for networking compliant with ANSI/TIA-568.2-D standards in provided conduit/casing-n-capping as per specification no. WG-ELVC/NC	Mtr	70.00				70.00		
Item No.19:-Supplying and fixing 2 m 24 AWG multi stranded UTP patch cord with RJ-45 factory crimped connector of cat 6A type compliant ANSI/TIA-568.2-D standards in position as per specification no. WG-ELVC/PC	Each	21.00				21.00		
Item No.20:-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 compliant with IEEE 802.3 standards complete.	Each	6.00				6.00		
Item No.21:-Supplying, fixing, and configuring 10G Base -SR (SFP+) MM transceiver compliant with IEEE 802.3 standards erected in provided rack complete.	Each	8.00				8.00		
Item No.22:-Supplying and plugging 3 m fiber patch cord LC-LC MM (50) OM3 LSZH duplex complete compliant to IEC 60793/IEC 60794 standards as per specification no. WG-ELVC/FPC	Each	16.00				16.00		

Item	Unit	Total Qty	Dec 2023	Jan 2024	Feb 2024	March 2024	Apr 24	May 2024
Item No.23:-Supplying and fixing IP66 ABS enclosure for fiber splicing with raised hinged splice trays to house upto 48 fibers with multiple galnd entry points including heat shrink splice protectors complete.	Each	6.00					6.00	
Item No.24:-Supplying and erecting 12 fibers LSZH armoured multimode optical fiber cable with , core dia 50/125 µm (OM3), suitable upto 10 GBPS, compliant to IEC 60793/IEC 60794 standards, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-ELVC/OFC	Mtr	1100.00					1100.00	
Item No.25:-Supplying, erecting & terminating 5 m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19pin HDMI connectors complete.	Each	1.00					1.00	
Item No.26:-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	Mtr	129.00					129.00	
Item No.27:-Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With PVC accessories on wall /ceiling as per specification No: WG-MA/CON.	Mtr	78.00					78.00	
Item No.28:-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	Mtr	800.00					800.00	
Item No.29:-Providing, fixing & installation of high quality, latest & advance LED light system with Motion detection control & multicolor LED lighting (Optional) 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.	Each	4.00					4.00	

Item	Unit	Total Qty	Dec 2023	Jan 2024	Feb 2024	March 2024	Apr 24	May 2024
Item No.30:-Supplying, installing, testing & commissioning IP EPABX for 10 extensions complete as per specification no. WG-TA	Each	1.00						1.00
Item No.31:-Supplying, installing, testing & commissioning IP telephone instrument as per specification complete.	Each	2.00						2.00
Item No.32:-Providing & erecting 12 m high (clear height) galvanised octagonal pole with foundation bolts having bottom of 240 mm A/F, top 90 mm A/F on provided foundation as per specification no. OH-PL/OPL	Each	2.00						2.00
Item No.33:-Making M-20 grade reinforced cement concrete foundation by considering the safe soil bearing capacity at site as 10 T/sq.m at 1.5m depth including supply of steel, concrete, excavation and fixing provided nut bolts with the help of template, duly plastered as per design complete (for 11m & 12.5m high octagonal/conical GI pole).	Each	2.00						2.00
Item No.34:-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.	Per System	1.00						1.00

Sub Divisional Engineer
 Hetwane Project Sub Div No.5
 Tal- Pen, Dist- Raigad

Executive Engineer
 Hetwane Medium Project Division, Kamarli
 Tal:- Pen, Dist- Raigad

SCHEDULE – C

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 etc. complete at Hetwane Dam.

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 of entrance & exit gates / roads & essential locations on dam site for security of different locations of dam site etc. complete.	Providing, Fixing, Installation, Commissioning, Testing, Training & Maintaining Latest advanced Digital Transmission Control Protocol based Infrared, stationary Security Monitoring & Supervision devices & must have Manufacturer's Authorisation Form (MAF) of specified branded companies along with CE, BIS & FCC certification for monitoring & supervision of entrance & exit gates / roads & essential locations on dam site for security of different locations of dam site etc. complete.
2	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based Remotely controllable high speed mini dome outdoor Pantiltzoom Security Monitoring & Supervision devices with Original Equipment Manufacturer's (OEM) of Specified branded companies along with CE, BIS & FCC certification along & Weatherproof & Vandal proof housing for monitoring & supervision of complete site for overall security of site etc.complete.	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based Remotely controllable high speed mini dome outdoor Pantiltzoom Security Monitoring & Supervision devices & must have Manufacturer's Authorisation Form (MAF) of specified branded companies along with CE, BIS & FCC certification along & Weatherproof & Vandal proof housing for monitoring & supervision of complete site for overall security of site etc.complete.

3	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based 8Ch Network Video Recorder with Original Equipment Manufacturer's (OEM) of Matrix/Uniview/Wbox branded companies alongwith CE, BIS & FCC certification etc. complete	Providing, Fixing, Installation of Latest advanced Digital Transmission Control Protocol based 8Ch Network Video Recorder & must have Manufacturer's Authorisation Form (MAF) of Matrix/Uniview/Wbox along with CE, BIS & FCC certification etc. complete
4	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.	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.
5	Providing, fixing & installation of high quality, latest & advance Video Secure Outdoor Weatherproof Heavy Duty Aluminum Housing Mount Enclosure along with brackets & clamps etc. Complete.	High quality, latest & advance Lan to media convertor Connection device with metal cover 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.
6	Providing, fixing & installation of high quality, latest & advance Industrial Grade, durable 5 V , 12 V , 24 V Dc to Buck & Boost Regulated Voltage Power Supply etc. Complete.	High quality, latest & advance, Industrial Grade, durable 5 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>7</p>	<p>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.</p>	<p>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.</p>
<p>8</p>	<p>Supplying and erecting 30Ah Lifepo4 (Lithium Ion) battery etc. Complete.</p>	<p>Supplying and erecting 30Ah Lifepo4 (Lithium Ion) battery with capacity of indivisual cell 3.2 V - 30 AH, cell type prismatic, total energy of battery 384 WAH recomanded charging current 10 AMP, recomanded discharging current 10 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.</p>

9	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery etc. Complete.	Supplying and erecting 80Ah Lifepo4 (Lithium Ion) battery with capacity of individual cell 3.2 V -80 AH, cell type prismatic, total energy of battery 1024 WAH recommended charging current 20 AMP, recommended discharging current 20 AMP, short circuit protection - yes, 400+ or - 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.
10	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.
11	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

12	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.	Providing, fixing & installation of water resistant, durable & weatherproof Solar stand etc. Complete.
13	Supply, Installation, Testing, Intgeration & Commissioning of 49" LCD monitor at Conf. Room for display of total water system (Online)	Supply, Installation, Testing, Intgeration & Commissioning of 49" LCD monitor at Conf. Room for display of total water system (Online)
14	Supplying and fixing 9U Hybrid IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x550x450 mm) as per specification no. WG-NAS/RAK	Supplying and fixing 9U Hybrid IP66 outdoor mount server rack with pole mount bracket (Dimension- DxWxH - 500x550x450 mm) as per specification no. WG-NAS/RAK
15	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
16	Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.	Providing, Fixing, Installation of high quality, latest & advance lan to media convertor Connection device with metal cover etc. Complete.
17	Supplying, fixing, and configuring modularised multi-service router 802.11/a/n/ac unified Wave 2.5 GHz, with RJ-45 port, supporting 1 to 13 channels for 2.4 GHz, with unified wireless access point complete	Supplying, fixing, and configuring modularized multi-service router must be Original Equipment Manufacturer's (OEM) & must have Manufacturer's Authorization Form (MAF) of Airspan Networks/Ruije Networks co. along with FCC certification 802.11/a/n/ac unified Wave 2.5 GHz, with RJ-45 port, supporting 1 to 13 channels for 2.4 GHz, with unified wireless access point complete
18	Supplying and installing LSZH sheathed HDPE insulated copper cat-6A cable suitable for networking compliant with ANSI/TIA-568.2-D standards in provided conduit/casing-n-capping as per specification no. WG-ELVC/NC	Supplying and installing LSZH sheathed HDPE insulated copper cat-6A cable suitable for networking compliant with ANSI/TIA-568.2-D standards in provided conduit/casing-n-capping as per specification no. WG-ELVC/NC
19	Supplying and fixing 2 m 24 AWG multi stranded UTP patch cord with RJ-45 factory crimped connector of cat 6A type compliant ANSI/TIA-568.2-D standards in position as per specification no. WG-ELVC/PC	Supplying and fixing 2 m 24 AWG multi stranded UTP patch cord with RJ-45 factory crimped connector of cat 6A type compliant ANSI/TIA-568.2-D standards in position as per specification no. WG-ELVC/PC

20	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 compliant with IEEE 802.3 standards 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 compliant with IEEE 802.3 standards complete.
21	Supplying, fixing, and configuring 10G Base -SR (SFP+) MM transceiver compliant with IEEE 802.3 standards erected in provided rack complete.	Supplying, fixing, and configuring 10G Base -SR (SFP+) MM transceiver compliant with IEEE 802.3 standards erected in provided rack complete.
22	Supplying and plugging 3 m fiber patch cord LC-LC MM (50) OM3 LSZH duplex complete compliant to IEC 60793/IEC 60794 standards as per specification no. WG-ELVC/FPC	Supplying and plugging 3 m fiber patch cord LC-LC MM (50) OM3 LSZH duplex complete compliant to IEC 60793/IEC 60794 standards as per specification no. WG-ELVC/FPC
23	Supplying and fixing IP66 ABS enclosure for fiber splicing with raised hinged splice trays to house upto 48 fibers with multiple galnd entry points including heat shrink splice protectors complete.	Supplying and fixing IP66 ABS enclosure for fiber splicing with raised hinged splice trays to house upto 48 fibers with multiple galnd entry points including heat shrink splice protectors complete.
24	Supplying and erecting 12 fibers LSZH armoured multimode optical fiber cable with , core dia 50/125 µm (OM3), suitable upto 10 GBPS, compliant to IEC 60793/IEC 60794 standards, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-ELVC/OFC	Supplying and erecting 12 fibers LSZH armoured multimode optical fiber cable with , core dia 50/125 µm (OM3), suitable upto 10 GBPS, compliant to IEC 60793/IEC 60794 standards, on wall/ceiling or laid in provided pipe/trench as per specification no. WG-ELVC/OFC
25	Supplying, erecting & terminating 5 m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19pin HDMI connectors complete.	Supplying, erecting & terminating 5 m HDMI cord low voltage grade minimum 4k compliant to be laid in provided conduits with male/female 19pin HDMI connectors complete.
26	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

27	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.
28	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
29	Providing, fixing & installation of high quality, latest & advance LED light system with Motion detection control & multicolor LED lighting (Optional) 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.	Providing, fixing & installation of high quality, latest & advance LED light system with Motion detection control & multicolor LED lighting (Optional) 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.
30	Supplying, installing, testing & commissioning IP EPABX for 10 extensions complete as per specification no. WG-TA	Supplying, installing, testing & commissioning IP EPABX for 10 extensions complete as per specification no. WG-TA
31	Supplying, installing, testing & commissioning IP telephone instrument as per specification complete.	Supplying, installing, testing & commissioning IP telephone instrument as per specification complete.
32	Providing & erecting 12 m high (clear height) galvanised octagonal pole with foundation bolts having bottom of 240 mm A/F, top 90 mm A/F on provided foundation as per specification no. OH-PL/OPL	Providing & erecting 12 m high (clear height) galvanised octagonal pole with foundation bolts having bottom of 240 mm A/F, top 90 mm A/F on provided foundation as per specification no. OH-PL/OPL

33	Making M-20 grade reinforced cement concrete foundation by considering the safe soil bearing capacity at site as 10 T/sq.m at 1.5m depth including supply of steel, concrete, excavation and fixing provided nut bolts with the help of template, duly plastered as per design complete (for 11m & 12.5m high octagonal/conical GI pole).	Making M-20 grade reinforced cement concrete foundation by considering the safe soil bearing capacity at site as 10 T/sq.m at 1.5m depth including supply of steel, concrete, excavation and fixing provided nut bolts with the help of template, duly plastered as per design complete (for 11m & 12.5m high octagonal/conical GI pole).
34	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.

Sub Divisional Engineer
 Hetwane Project Sub Div No.5Pen
 Tal- Pen, Dist- Raigad

Executive Engineer
 Hetwane Medium Project Division, Kamarli
 Tal:- Pen, Dist- Raigad

SECTION – V

APPENDIX / ANNEXURES/UNDERTAKINGS/ FORMS

Contractor

No. of Corrections

Executive Engineer

ANNEXURE '1'

**DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE 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

ANNEXURE '2'

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			<u>Works tendered from</u>			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 No. of Correction

Executive Engineer

ANNEXURE '3'

DETAILS OF TECHNICAL PERSONNEL 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					
2)	Works Manager					
3)	Engineers					
4)	Supervisors					

(Note : If there is no technical personnel with your firm please give details how can your firm manage the same in remark column)

ANNEXURE '4'

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

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

(Note : If no machinery is available with the firm please give details how your firm will manage the same.)

ANNEXURE '5'

**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

~~PROFORMA FOR ANNEXURE - 6~~

~~Details of information required to calculate the Bid Capacity.~~

~~Bid Capacity = (A x N x 2) - B~~

~~STATEMENT NO.1~~

~~Statement for determining value of 'A' i.e. maximum value of civil engineering works executed in any one year during last five years.~~

Year	Name of work	Value of civil engineering works done during the year excluding advances such as mobilization advance machinery advance etc. (Rs. In Lakhs)	Updated value (Rs. In Lakhs)	Total value of Civil Engineering works done during the year (based on information in Col.2 & Co.3)
1	2	3	4	5
I Year				
	Total of the year (F.Y. 2018-19)			
II Year				
	Total for the year (F.Y. 2019-20)			
III Year				
	Total of the year (F.Y. 2020-21)			
IV Year				
	Total for the year (F.Y. 2021-22)			
V Year				
	Total for the year (F.Y. 2022-23)			

Note :

- ~~1) This value should be the value updated to current price level by use of multiplication factor as given in proforma for Annexure F - Statement 3.~~
- ~~2) Figures in Col.3 to be supported by certificates given by project authorities.~~
- ~~3) In support of annual turn over as depicted above, Audit Reports for last five financial years with Income Tax Return should be attached.~~

~~Certified that the above information is true and correct to the best of my knowledge and belief.~~

~~Signature of contractor~~

~~PROFORMA FOR ANNEXURE—6~~
~~STATEMENT NO.2~~

———Statement for value of 'B' i.e. value of existing commitments and ongoing work/works to be completed in the period stipulated for completion of the work in the present tender. (All certificates regarding this will be required countersigned by engineer in charge not below the rank of Executive Engineer.

Sr. No.	Name of Works commitment	Year of commencement of work	Amount of contract Rs. In Lakhs	Expected balance cost as on date..... Rs. In Lakhs	Value of work yet to be completed
1	2	3	4	5	6

1.

2.

3.

Total

———Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of the Contractor

Contractor No. of Correction

Executive Engineer

PROFORMA FOR ANNEXURE – 6
STATEMENT NO.3
FINANCIAL STATEMENT

Year	Amount of turnover during the year (Rs. In Lakhs)	Multiplying factor	Amount of turnover brought to current price level by multiplying amount in Col.2 by factors given in Col.3)
1	2	3	4
2018-2019		1.46	
2019-2020		1.33	
2020-2021		1.21	
2021-2022		1.10	
2022-2023		1.00	
2023-2024			

Certified that the above information is true and correct to the best of my knowledge and belief.

Signature of the Contractor

APPENDIX 'A'

DECLARATION OF THE CONTRACTOR

1. I/We.....Contractor(s), hereby undertake that I/We shall pay the labours engaged on the work as indicated into 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 workers employed by me/us.
- 2 I/ We here by declare that I/We have made myself/ ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have bid my/our rates for this work. The specifications of this work have been carefully studied and understood by me/us before submitting this tender.
- 3 I/We hereby declare that all leads charges, lift charges etc. for all construction material are included in my / our tender rate and I/we will not demand any extra charges on this account.
- 4 I/We undertake to use only the best material approved by Executive Engineer, Hetawane Medium Project Division, Kamarli-Pen or his duly authorized assistant before starting the work & to abide by his decision. I also undertake that I/we take full precaution to complete the work without disturbing existing structure as well as regular water releases through Dam at any time.

.....
Signature of the Contractor

APPENDIX 'B'

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

This deed of Guarantee is made on the.....by.....
having his head office at.....
 (hereinafter called the 'said Contractor(s)') from the demand under the terms and conditions of Agreement dated.....made between.....and.....
for.....(hereinafter called 'the Agreement') of additional security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs.....(Rs.....only). We,.....(hereinafter referred to as 'the Bank') at the request of.....(contractor) do here by under take to pay to the.....Development Corporation, herein after referred to as Corporation, an amount not exceeding Rs.....against any loss or damage caused too 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 demand from the Corporation stating that 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 or 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 his guarantee shall be restricted to an amount exceeding Rs.....

3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our 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 Officer certifies that terms and conditions of the said Agreement have been the Corporation in writing.

4.

We,.....(indicatethenameofBank)furtheragreethattheguaranteeher
 eincontainedshallremaininfullforceandeffectduringthepreperiodthatwouldbetakenfortheperf
 ormanceofthesaidAgreementandthatitshallcontinuetobeforceabletillalltheduesoftheCorp
 orationunderor
 byvirtueofthesaidAgreementhavebeenfullypaidanditsclaimssatisfiedordischarged ortill
(office/Corporation)of..... (indicate thename of
 AdministrativeOfficer)certifiesthattermsandconditionsofthesaidAgreementhave
 beenfullyand
 properlycarriedoutbythesaidContractor(s)andaccordinglydischargesthisguarantee.Unle
 ssademandorclaimunderthisguaranteeismadeonusinwritingonorbeforethe.....
weshallbedischargedfrom all liabilityunderthis guaranteethereafter.

5.

We,.....(indicatethenameofBank)furtheragreewiththeC
 orporationthattheCorporationshallhavethefullestlibertywithoutourconsentandwithoutaffe
 ctinginany mannerourobligationshereundertovaryanyofthetermsandconditionsofthesaid
 Agreementortoextendtime
 ofperformancebythesaidContractorfromtimetotimeorpostponeforanytimeorfromtimetoti
 meanyofthepowerexercisablebytheCorporation against thesaidContractor(s),
 andtoforbearorenforceanyofthetermsandconditionsrelatingthesaidAgreement,andwesh
 allnottoberelievedfromourliabilitybyreasonofanysuchvariation,orextensionbeinggrantedt
 othe saidContractor(s)orforanyforbearance,actorcommissiononthepartofthe
 CorporationoranyindulgencebytheCorporationtothesaidContractororbyanysuchmatteror
 thingwhatsoever which hunderthelawrelatingtosurety
 would,butforthisprovision,haveeffectofsorelievingus.

6. Thisguaranteewillnotbedischargedduetothechangeintheconstitution of the
 Bankorthethechangeintheconstitutionofthe Corporation /suppliers.

7. We, (indicate the name of
 Bank)lastlyundertakenof the
 revokethisguaranteeduringitscurrencyexceptwiththepreviousconsentoftheCorporationin
 writing.

Datedthe.....dayof.....20.... for.....
 (indicatethenameofBank)

APPENDIX 'C'

PERFORMANCE BANK GUARANTEE

To,
Executive Engineer
Hetwane Medium Project Division, Kamarli
Tal:- Pen, Dist- Raigad

WHEREAS _____ [name and address of Contractor] (hereafter called "The Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contractor")

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

* An Amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rs. .

APPENDIX 'D'

PROFESSIONAL TAX CLEARANCE CERTIFICATE

This is to certify that M/s.....of (address),is a registered dealer under the Maharashtra State Tax on Professions, Traders, Callings and Employments 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.

.....

Professional Tax Officer

APPENDIX-'E'
UNDERTAKING

Name of Work:

1.

I/We.....agree to accept the payments of the work done as and when the funds are made available by the Corporation. I/We however desire to complete the above work by mobilizing our own financial resources.

2.

I/We.....also agree that we will not claim any price escalation for the work done beyond the stipulated time limit mentioned in the tender i.e. months from the date of issue of work order.

3.

I/We.....agree that this undertaking supersedes the clause No. 10 of B-1 Form and clause No. 17 of Special Conditions of Contract and any other clauses regarding payment of bills, I/We also agree that this undertaking shall form a part and parcel of original tender.

4.

I/We.....agree that the lead and lift charges of construction materials are incorporated in the agreement and is accepted and no additional claims will be made on this account.

Signed by

Signed by

Shri.
(Executive Engineer)

Shri.
(Contractor)

in the presence of witness

in the presence of witness

1)

1)

2)

2)

APPENDIX 'F'

AGREEMENT

(Onworth of Rs. 500/- Stamp Paper)

Articles of agreement executed on this the of Two Thousand and..... between the Executive Engineer, Development Corporation, (hereinafter referred to asDC) of the one part and Shri..... (Name and address of the tenderer) (hereinafter referred to as 'the bounden') of the other part.

Whereas in response to the notification No..... dated the bounden has submitted to theDC a tender for the work specified therein subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited withDC 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 theDC.

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

1. In case the tender submitted by the bounden is accepted by theDC and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with theDC incorporating all the terms and conditions under which theDC accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating terms and conditions. governing the contract, theDC shall have power and authority to recover from the bounden any loss or any damage caused to theDC by such breach, as may be determined by theDC 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 hereafter contained.

- 3. All sums found due to theDC 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 though such sums are arrears of land revenue and in such other manner as theDC may deem fit.

In witness whereof Shri (Name and designation) for and of behalf of theDC and Shri..... the bounden have hereunto 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.....

“Under taking G”

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 and uploading the tender document. If I / we change the 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.

I have seen the drawings on web site. I have submitted the tender considering above drawings as part of it. If my tender is accepted I will sign the drawings before receiving work order.

These undertaking are part and parcel of the tender document

Place :- Signature of Contractor

(Name of Contractor)

Date :- / /20.

(Note :- Submit this undertaking on Contractor's letter head)

(As per Irrigation Department Govt. GR. No.Tender 0417/(Pra.kra-247/17)/Mopra-1
Dated 18/10/2023)

APPENDIX 'H'

Affidavit (on Rs 100/-Stamp paper)

Name of work :- Providing, fixing installation, commissioning of IoT based data transmision system along with customized solutions & smart intelligent reconnance system with alternative power backup & smart intelligent interface connectivity at Hetawane Dam

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 & Information Technology Act 2000 for submission of any false/fradulent paper / information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code & Information Technology Act 2000 if any false information, false bill of purchases, false supporting proof of purchase or proof of testing submitted by my staff, subletting agency or by myself is found during contract period and defect liability period.
3. I am liable for action under Indian Penal Code & Information Technology Act 2000 if any paper is found false/fradulent during contract period and even after the completion of contract.
4. I am liable for action under Indian Penal Code and Information Technology Act 2000 if any information is concealed which will affect the calculation of bid capacity.

**(Signature of Bidder / Authorizwd signatory)
(Seal of company)**

APPENDIX – 'I'

Declaration of Contractor regarding poor Performance

To,
Executive Engineer
Hetwane Medium Project Division, Kamarli
Tal:- Pen, Dist- Raigad

Sir,

I (Contractor)

Declare that-

- 1) As a contractor, I never been penalized for any work carried out by me nor I have been blacklisted by any Government Department previously.
- 2) I have not abandoned any work for reasons attributable to me
- 3) I have not delayed completion of any work for reason attributable to me

I undertake that above information is true to the best of my knowledge and belief. I am fully aware that my Bid Capacity/post qualification, bid or tender will be treated as non-responsive and will be summarily rejected at any time, if above information is found to be false and misleading, by the concerned authorities.

(Signature of contractor)

(Seal of company)

Appendix J (a) - for Joint Venture

JOINT VENTURE

If the applicant intends to enter into joint venture for the project, please give the following information otherwise state " Not Applicable ".

1. Name and address of Joint Venture.
2. Name and address of all Partners of Joint venture.
3. Name of firm leading the Joint Venture.
4. Indicate the responsibility of the firm leading the joint venture and responsibility of other Joint Venture partners.
5. Names and address of bankers of the Joint Venture.
6. Details regarding financial participation of each firm in the Joint Venture. Certified copy of the agreement of Joint Venture shall be attached.

.
Certified that the above information is true and correct to the best of my knowledge and belief

Appendix - J (b)

(To be typed on 500 Rs. Stamp Paper)

Responsibilities of lead contractor in case of joint venture

I,.....partner. of
.....firm as. lead. contractor .of .the tender contract and Shri
.....
other partner of the firm in the Joint Venture for the tender
contract.

We have registered a partnership firm known as bearing
registration No..... for the year , dated registered in the
office of the Registrar of Partnership firm at for the purpose
of tender.

We hereby certify that, in case of any dispute, breach of contract or liability
(Physical or financial) on the part of any partner of the Joint Venture firm, we as the
lead firm of the joint venture shall be liable and responsible to fulfill all the terms and
conditions of the tendered contract and for all the liabilities including recoveries if any
of financial liabilities including recoveries if any or financial liabilities arising out of the
contract or physical completion of work, till the expiration of the defect liability period
under the contract.

Place :-

Date :-

Signature of stamp of lead firm

Witness :-

1)

2)

Appendix- J (c)

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT FOR CONSTRUCTING

.....
.....
.....

DEED OF PARTNERSHIP (JOINT VENTURE OF

.....
.

This Memorandum of Understanding for Joint Venture Agreement made and entered into at

“.....” this day of year by and between

1.....with its registered office atParty No.1 hereinafter referred to as

AND

2..... with its

..... Party No.2 hereinafter referred to as “.....”

DEFINITIONS:

In this deed the following words and expressions shall have the meanings set out Below :-

“The Joint Venture (“JV” for short) shall mean and.....

Joint Venture collectively acting in collaboration for the purpose of this agreement.

“Appex Co-ordination Body (ACB)” shall mean the body comprising Managing Directors of the parties to Joint Venture.”

“The owner” shall mean –
Chief Engineer, (W.R.), Water Resources Department, Pune-11

“ The Works” shall mean the Construction of
.....
.....

“The contract” shall mean the Contract entered into or to be entered into between the Joint Venture and the owner for the works.

JOINT VENTURE (JV)

Where as the Parties hereto declare that they agree and undertake to form a Joint Venture for the purposes of execution of the works, as an integrated Joint Venture. The JV shall be called as “.....JOINT VENTURE” for short. Provided that the Parties are not, under this agreement, entering into any permanent partnership or Joint Venture to Tender or undertake any contract other than the subject works. Nothing herein contained shall be considered construe the Parties or Partners to constitute either Party the agent of the other.

WITNESSES

Whereas the Executive Engineer.....
..... Kokan Development Corporation (KIDC) (A Govt. of Maharashtra Undertaking) hereinafter referred as the Executive Engineer, have agreed to award the work of Construction of
.....hereinafter referred as “the works, to the Joint Venture.” in case the offer of J.V. is accepted. Where as
and
.....wish to execute the Contract if awarded as per the terms of this indenture.

Now therefore this Deed of partnership Witnesses is as follows:

1. That these recitals are and shall be deemed to have been part and parcel of the present MOU for JV
2. That this MOU shall come into force from the date of this MOU i.e.....
2018.....

Contractor No. of Correction

Executive Engineer

3. That the operation of this MOU for J.V. firm concerns and is confined to the work only, shall be come into force from the date of this MOU i.e..... 2018.....
4. That the name of the Joint Venture firm shall be
JOINT
VENTURE (J.V.) in short.
5. That..... and shall jointly execute the works according to all terms and conditions as stated in the relevant instructions contained in the Bid documents/Contract as an integrated JV styled as “.....
JOINT
VENTURE” in short Contractor No. of correction Executive Engineer 138
6. That this agreement for Joint Venture firm (hereinafter referred to as J.V.) shall regulate the relations between the parties and shall include, without being limited to them, the following conditions.
 - A) shall be lead Company in charge of the Joint Venture for all intents and purposes.
 - B) The parties hereto shall be jointly and severally liable to MKVDC for all acts, deeds and things pertaining to the contract. The contract for the works shall be signed by Shri
..... to whom necessary General Power of Attorney signed by all signatory/ies, suitably as described above shall be issued by the JV and delivered to the owner.
 - C) That the Director of one of the parties to the J.V.M/S
..... shall be lead Manager of the JV firm and shall have the power to control and manage the affairs of the J.V. M/s
 - D) That on behalf of the Joint Venture Shri (.....) shall have the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on behalf of the joint Venture. All payments made under the contract shall be made into Joint Venture’s Bank Account.
 - E) One or Two Bank accounts shall be opened in the name of J.V. to be operated by the individual signatories as mutually decided by representatives of the Joint Venture Partners.

F) That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility including the provision of information, advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be as follows

Name of the Contractor	Share percentage
.....

G) And all the rights, interests, liabilities, obligations, work experienced and risks (and all net profits or net losses) arising out of the Contractor shall be shared or borne by the Parties in proportion to these shares. Each of the parties shall furnish it's proportionate share in any bonds, guarantees, securities required for the works as well as its proportionate share in working capital and other financial requirements, all in accordance with the decisions of the Apex Coordinating Body. "ACB"

H) Any loan/advances shall be shared by the and at the ratio of & respectively.

I) All funds, finance or working capital required for carrying out and executing the works or contract shall be procedure and utilized by the parties as mutually agreed by the then and they shall be liable and responsible for the same.

J) Site Management:
The execution of the work on the site will be managed by a Project Manager reporting to the ACB. The Project Manager shall be authorized to represent the JV on the site in respect of matters arising out of or under the contract.

K) That "....." and "....." shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract conditions.

- L) The JV deed shall be registered with the Registrar of firms, Maharashtra State prior written approval of MKVDC shall be obtained before any changes are proposed to be made in this Joint Venture Agreement once it is registered with the Register of firms, Maharashtra State, after the initial approval to the JV deed by the Corporation.
- M) This Joint Venture Agreement shall not be dissolved till the completion of the defects liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.
- N) That question relating to validity and interpretation of this Deed shall be governed by the Laws of India.
- O) That No Party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without first obtaining the written consent of the other partner and the KIDC.
- P) Bank account(s) in the name of the Joint Venture firm may be opened with any Scheduled or Nationalised Bank and the representative of JV partners are authorised to operate upon such accounts individually.
- Q) That both the parties to the JV shall be responsible to maintain or cause to maintain proper books of Accounts in respect of the business of the JV firm and the same shall be closed as at the end of the every financial year.
- R) That the financial year of the firm shall be the year ended on the 31st day of March every year.
- S) That upon closure of the books of account, balance sheet and profit and Loss Account as to the state of affairs of the firm as the end of the financial year and as to the profit or loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall be subject to audit by a Chartered Accountant.
- T) The firm holding the power of attorney shall be responsible for fulfilling the condition during the defect liability period after completion of work.

LEGAL JURISDICTION :

All matter pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction High Court of Judicature at Mumbai.

NOTICES AND CORRESPONDANCE. :

U) All correspondence and notices to the J.V. shall be sent to any one of the following address.

- (1)
- (2)

Will be intimated in due course within a week from date of "Work Order"

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to sign below:

Signed for the behalf of

Signed for the behalf of

WITNESS 1)
 2)

APPENDIX - 'K'

(As per Irrigation Department Govt. GR. No.Tender 0417/(Pra.kra-247/17)/Mopra-1
Dated 18/10/2023)

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 Visitto

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

I have visited/ studied scope of work, site condition, verified provision in tender documents, resources available and difficulties/restriction of site in all respect.

(Signature of contractor Or authorized representative)

To,
Executive Engineer,
Hetawane Medium Project Division, Kamarli,
Tal. Pen, Dist. Raigad.

APPENDIX - 'L'
Geo-Tagging Submission (Part-II)

Name of Work –

Ref Tender No. -

Geo-Tagging Period –

Site Address –

Location 1 :-

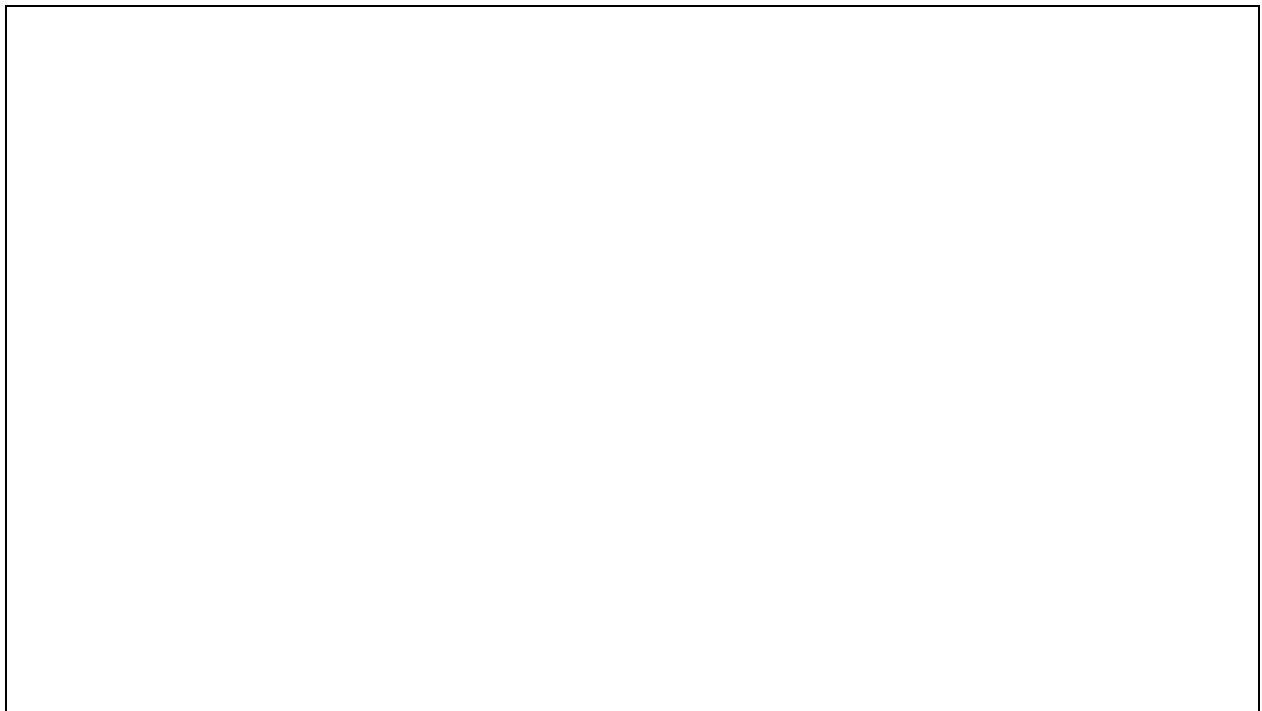
2 :-

3 :-

Date & Time of Visit

Longitude & Latitude

Geo-Tagged Photos



Name & Signature
Authorised Representative

Signature of Bidder
With Seal

Contractor No. of Correction

Executive Engineer

APPENDIX - 'M'
Geo-Tagging Submission (Part-I)

To,
Executive Engineer,
Hetawane Medium Project Division, Kamarli,
Tal. Pen, Dist. Raigad.

Name of Work -,

Ref Tender No. -

Name of Site Address -

Dear Sir / Madam,

This is reference to above referred tender for Construction of for
Hetawane M Project Tal-Pen, Dist- Raigad, I here by declared that, I (Or my
Authorised Representative (AR)) have visited site Location. I (or AR) have no
problems in undertaking the above said work at site and complete work in the given
time period. I am fully aware about the site condition and I assure that I will complete
this work before stipulated time as per the instruction work given by the site incharge.
(Upload this site visit Report as Geo-Tagging)

Date :-

Time :-

Signature of Bidder
With Seal

SECTION – VI

CONDITION OF CONTRACT

B-1 TENDER FORM

Conditions of Contract

Security Deposit

Clause 1 :(A) 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 heirs, executors, administrators, and assigns) shall within 10 days, (which may be extended by the Superintending Engineer concerned upto 15 days if the 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 department securities endorsed to Executive Engineer a sum sufficient which will make up the initial security deposit specified in the tender form at Para (e) (i) of memorandum. It shall be lawful for department at the time or 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) (ii) by deducting a sufficient sum at the rate specified at (g) or memorandums for every such payment as last afore said until the full amount of security deposit is made up. All compensation or other sums of money payable by the contractor to department under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there fore or from any sums which may be due or may become due by department to the contractor under any other contract or transition of any nature on

any account whatsoever and in the event of security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter, make good in cash or department securities indorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing department securities provided that the depositor has expressly desired this in writing.

Additional Security

Clause 1 :(B) In case contractor's offer is less than 90% of the updated estimated cost as stated in Annexure – '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 contractor's offer and 90% of the updated estimated cost as stated above shall be submitted to the Engineer-in-charge 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 lumpsum 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 be taken against the contractor for recovery of the amounts. The amount of the Security Deposit lodged by the

contractor shall be refunded 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, the SD at the time of final bill may be converted in to and irr evocable Bank Guarantee form Nationalized or Scheduled Banks Branch in State of Maharashtra. The amount of Security Deposit retained by the Department shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within this period upto which the contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 to 20 here of the amount of Security Deposit retained by Department shall be adjusted towards the excess cost incurred by the Department on rectification work. The Department shall be at liberty to recover any cost of rectification in excess of 10 % of security Deposit from any amount due to the contractor under this work or any other work or as arrears of land revenue.

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 parts, which are 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 out the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) And further to insure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds 1 month be complete the part work in specified time slice as per the programme given in Annex ' A' to section 1 -detailed Tender Notice / enclosed at the end of Schedule 'B'".

If the contractor has not achieved the target as per physical programme of all items with respect to time as given in Annexure 'A' to Section I - Detailed Tender Notice / enclosed at the end of Schedule 'B', then the compensation will be recovered with prior notice to the contractor till the achievement of particular target as decided by the Engineer-in-charge.

In the event of the contractor falling 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 said estimated cost of the whole work for every day that the due quantity of work remains incomplete:, Uncommented or unfinished after the proper dates, provided always that the

total amount of compensation to be paid under the provisions of this clause 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.

Action when whole of Security deposit is forfeited

Clause 3: In any case in which under any clause of his 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 or any other cause, the Executive Engineer on behalf of the Department shall have power to adopt following course.

a) 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 be absolutely at the disposal of Department.

b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of work, expenditure incurred on tools and plant and charges in additional supervisory staff including the cost of work – charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects 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 the costs and other allied expenses

so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

c) To order that the work of the contractor be measured up and to take such part there of as shako be unexecuted , out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract.

The certificate of 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 was to the value of the work so done shall be final and conclusive against the contractor,

In case the contract shall be rescinded under clause (a) above the contractors shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him in 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 thereof and he shall only be entitled to be paid the amount so certified. In the event of either

of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or 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 Govt. under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the contractor shall have no claim against Govt. even if the certified value the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, 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 in to any engagements or made any advances on account of, or with a view of the execution of the work or the performance of the contract.

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

Clause 4 : If progress of any particular portion of work is unsatisfactory, the Executive Engineer 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 10 days notice in writing.

The engineer-in-charge 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 or executed through the new contractor (including escalation due) shall be credited to the contractor in all respects 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 contractor under the terms of his contract. The certificates 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 of 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 contractors, the amount of excess shall be deducted from any more due to the contractor by Government or Department under the contract or otherwise whatsoever or from his security deposit and Additional security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Department ever if the certificate 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 by 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 powers conferred upon the Executive Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiving of any of the conditions hereof and such powers shall notwithstanding be exercisable 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.

Power to take possession of orsell contractor's plant

In the event of the Executive Engineer taking action under clause 3, he may if he so desires, take possession of all or any tools, plant, materials and stores in or upon the work or the site there of 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 the Executive Engineer, may after giving notice in writing to the contractor or his

clerk of the work, foreman or other authorized require removal of agent require him to remove such tools plant, materials, or stores, from the premises within a timeto be specified in such notice, and in the event end of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractors expenses or sell them by auction 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.

Extension of time limit

Clause 6: If contractor shall desire an extension of the time for Extension of time completion of work on the ground of his having been unavoidably hindered in its execution or on any other reasonable ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in tender or before the expiration of 7 days from the date on which he has hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer or in the opinion of Superintending Engineer, or Chief Engineer as the case may be 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 / Superintending Engineer / or Chief Engineer in this matter shall be final. Extension shall be granted to the contractor on the grounds of unavoidable hindrance in its execution or on any other reasonable grounds. Further extension if required shall be guaranteed after approval by the Chief Engineer.

No extension shall be granted on any other reason & the contract will be terminated at that stage , and the security Deposit and Additional Security Deposit if any shall stand forfeited to the department.

Final certificate

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, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or 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 measurements 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 advance***

Clause 8 : No payment shall made for any work estimated to cost less than rupees one thousand till after work shall have been completed and a certificate of completion given. but in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill therefore, 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 as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring and 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 not shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or other or in any other way vary or affect the contract. The final bill shall 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. Incases 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.

Bill 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 measurements for payment(s) towards running account bill(s) shall be taken by the contractor's Authorized Engineer in the presence of Engineer-in-charge or his representatives. Based on the above measurements, the contractor

shall have to submit his R.A. bills in quadruplicate along with details of measurements and calculation of quantities in Proforma approved by the Engineer-in-charge duly certified by the qualified Engineer of the contractor who is duly authorized by the Executive Engineer. The measurements shall be recorded in the M.B. issued by the Department.

The initial levels before starting the work / foundation levels / final measurements / final levels shall be taken by the Authorized Engineer of the contractor in the presence of Engineer-in-charge or his authorized representative and same shall be got attested from the Engineer-in-charge or his authorized representative and the same shall be got attested from the Engineer-in-charge or his authorized representative in total of acceptance. Certification of R.A. Bill(s) for payment by the department will be carried out as under (Ref. stipulation under the special condition of contract for payment condition.)

1. The bill due will be certified for payment after scrutiny and due acceptance bill within fortnight after the submission of bill.

2. In case of submission of bills of exaggerated / inflated amount arrived at as a result of wrong measurements or wrong mathematical computations / calculations the contractor shall pay a penalty of a sum of Rs. One Lakhs or five times the amount found exaggerated/inflated whichever is less and Rs. Two Lakhs or ten times the amount found exaggerated /inflated whichever is less at the first

and second instance respectively. For any further repetition thereafter the facility of such advance payment shall stand withdrawn. Subsequent bills be paid only after detailed scrutiny of measurements and acceptance of bills thereafter.

The penalty and the interest on the exaggerated / inflated amount shall be deducted from the balance due for the R.A. Bill in which the exaggerate/ inflated amount has been noticed, and the balance due certified for payment.

However, the certification for the payment of final bill will be made only after:

- a. Detailed scrutiny of the measurements and acceptance of the bill thereafter,
- b. The contractor produces the challan of having made 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.

Bills to be on printed forms.

Clause 11 : The contractor shall submit all bills on the printed forms in the format As per Account Code No. Paragraph 10,2,11 Form No. 47 approved by the office of 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 tender at the rates hereinafter provided for such work.

***Stores supplied by
Department***

Clause 12 : If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the Department or if it is required that the

contractor shall use certain stores to be provided by the Engineer-in-charge, (such material and stores and the prices to be charged therefore 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 hereto 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 Department securities, the same or sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Department 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 Department store if the Engineer-in-charge so requires 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) : All stores of controlled materials such as cement, steel etc. supplied to the contractor by Department should be kept by the contractor under lock & key and will be accessible for inspection by Executive Engineer or his authorized agent at all the times.

Works to be executed in accordance with specifications, drawings orders etc.

Clause 13 : The contractor shall execute the whole and in ever part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawing and instructions 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 drawing and working drawing 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 required by him, shall be supplied at the rate of Rs.500/- per set of contract drawings and Rs.100/ - per working drawing except where otherwise specified.

Alterations in specifications and Designs not to invalidate, Contracts

Clause 14 : The Engineer-in-charge shall have power to make any alternations in or additions to the original drawings, designs and instructions that may appear to him to 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 instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate 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 respects 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 rates 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 is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to 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 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 the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending-Engineer of the Circle 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 alteration above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

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 bears to the cost 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.

Extensions of time in consequence of additions or alterations.

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-in-charge shall for any reason whatsoever (other than default on the part of the contractor for which the Department is entitled to rescind the contract) desires 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 contractor 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, curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 120 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 said period of 120 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 the 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) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 120 days.

OR

Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution, in the specifications, drawings, designs or instruction under clause 14 here such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 50,000/

It shall be open to the contractor, within 120 days from the service of

- i. the notice of stoppage of work or
- ii. the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or
- iii. notice under clause 14 resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment and require the department to take over on payment such material at the rates determined by the engineer, provided however such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Department shall 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 requirements of the unexecuted works as specified in the accepted tender and are of quality and specification approved by the Engineer.

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

Clause 15 (A) The contractor shall not be entitled to claim any compensation for the loss suffered by him on account of delay by Department in the supply of material entered in Schedule 'A' where such delay is caused by

- i. Difficulties relating to the supply of railway wagon
- ii. Force – major
- iii. Act of God
- iv. War or act of enemies of the states or any other reasonable cause beyond the control of department.

In the case of such delay in the supply of materials, Department shall grant such extension of time completion of the work as shall appear to the Executive Engineer to be reasonable in accordance with circumstances of the case. The decision of 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.

Time limit for unforeseen claims.

Clause 16 - Under no circumstances whatever shall be contractor be entitled to any compensation from Department on any account unless the contractor shall have submitted a claim in writing with all documentary evidence in support of the claim to the Engineer-in-charge within one month of the cause of such claim occurring subject to provision in clause 30 and 40.

Action and compensation payable in case of bad work

Clause 17 - If any time before the security deposit or any part there of is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate 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 articles provided by him for execution of the work are unsound or of a quality inferior to that contract 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 to rectify or remove and reconstruct the work so specified in whole or in part as the case may require or if so required shall remove the material or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period, to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimates for everyday not exceeding ten days during which the failure so continues and in the case of any such failure beyond 10 days 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 respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or material 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 subject to clause 9.

Works to be open to inspection

Contractor Or Responsible agent to be present

Notice to be given before work is covered up

Clause 18- All works under or in course execution or executed in pursuance of the contract shall at times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of Engineer-in-charge and his subordinates 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. Orders given to the contractors duly authorized agent shall be considered to have same force and effect as if they had been given to the contractor himself. Contractor to provide for at his cost, safe arrangement for inspection of work.

Clause 19- The contractor shall give not less than five day's 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 there of taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place 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 and in

default thereof no payment of 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 24 months after certificate

Clause 20- If during the period of 24 months from the date of completion's as certified by the Engineer-in-charge pursuant the clause 7 of the contract or 24 months after commissioning the work which ever is earlier in the opinion of the Executive Engineer the said work is found to be 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 portions 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 Department the amount of such costs, charges and expenses sustained or incurred by the Department 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 arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Department the same may be recovered from the contractor as arrears of land revenue.

The Department shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Department.

However for the purpose of security towards the maintenance in the defects liability period the SD at the time of final bill shall be converted into an irrevocable Bank Guarantee from any branch of a Nationalised / Schedule Bank in the State of Maharashtra. The Bank Guarantee shall be for a total period of 1 years with value being adjusted as below from the date of completion certificate.

(Please See clause 7 of Conditions of Contract)

i) From 0 to 12 months Full value of S.D.

Contractor to supply plant ladders, scaffolding etc. And is liable for damages arising from non provisions of light fencing etc.

Clause 21 - The contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract, be supplied from the Department stores) plant, tools, appliances, implements, ladders, carriage, shackle scaffolding and temporary works requisite for the proper execution of the work, whether in the original altered or substitute 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 requirements 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 material necessary for the purpose of setting out work 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 expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public and workers from accident, and shall also be bound to bear the expenses of defense of every suit action or other legal proceedings that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs 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. The contractor indemnifies the Department against all such claims.

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 be provided for workmen for

all works that cannot be safely done from a ladder or by other means.

- b) A scaffold 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 workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and ladder shall.
 - i) Be of sound material.
 - ii) Be of adequate strength having regard 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 overloaded and so far as practicable 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 scaffolds.
- g) Scaffolds shall be periodically inspected by a 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 regulations herein specified.
- i) working platform gangway stairways shall be so constructed that no part thereof can sag

unduly or unequally.

- ii) be so constructed and maintained having regard to the prevailing as to reduce as far as practicable risks of persons tripping or slipping and
- iii) be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at height exceeding 3 meters.
 - i) every working platform and every gangway shall closely boarded unless other adequate measures are taken to ensure safety.
 - ii) every working platform and gangway shall have adequate width and
 - iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in a 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 a roof where there is a danger of falling from a height exceeding 3 meters 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 labourers as per Minimum Wages Act.

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 shackle including their attachments, anchorage's and supports shall
 - i) be of good mechanical construction, sound material and adequate strength and free from patent defect and
 - 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 re-examined in position at intervals to be prescribed by the Department.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver of hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold which, or give signals to the operator.
- g) In case of every hoisting machine and every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as 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 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 (s) above shall be loaded beyond the safe working load except for the purpose of testing.

k) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances 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 of any part of a suspended loan 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 permission from the Executive Engineer. When such permit is given and also in all cases when destroying out or dug up 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 labours employed by him.

Liability of contractor for any damage done in or outside

Clause 23 : Compensation for all damage done intentionally or unintentionally by contractor's

work area.

labour whether in or beyond the limits of Department 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 on 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 Department 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 damages and cost that may be awarded by the court in consequence

Employment of female labor

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 be sublet.

Contract may be rescinded and security deposit forfeited for Subletting it without approval or for bribing a Public Officer or it Contractor

Clause 26: The Contract shall not be assigned or subject 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 proceedings to get himself adjudicated and insolvent or make

becomes insolvent

any compositions with his creditors 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 or any of his servants or agents to any Department officer or person in the employment of Department 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 Department and same consequences shall ensue as if the contract had been rescinded under clause 3 (three) hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore 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 Department without reference to the actual loss or damage sustained and whether any damage has or not been sustained.

Change in the constitutions of firm to be noticed

Clause 28: In the case of tender by partners, 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 respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Direction and control of the Superintending Engineer

Clause 30.1 : Except where otherwise specified in contract and subject to the powers delegated to him by Department 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 workmanships or materials used on the work or as to any other question claim, right matter or thing whatsoever if any way arising out of or relating to the contract, designs, drawings specification, estimates, instructions, orders 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.

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 aforesaid 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.100 lakhs (Rs. Hundred Lakhs).
- b) Amount of claim is not less than Rs. 1 .00 Lac (Rs. One Lac).

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 at the concerned Chief Engineer whom, 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. A detailed examination and decision by the Chief Engineer shall put to the Executive Committee /Claim Committee at Department level for suitable decision.

Stores of European or American manufacture to be obtained from Department

Clause 31 : The contractor shall obtain from the Department. 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 contractor in his account as the rates 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.

Lump sump 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 of Engineer-in-charge may at his discretion 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 **Clause 33** : In the case of any class of work for which there is such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specification than in such case the work shall be carried out in all respects in accordance with all instructions and requirements 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 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 **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.

whether applied to net or gross amount of bill

Payment of quarry fees, and Royalties

Clause 36 : All quarry fees, royalties and ground rent for staking materials, if any, shall be paid by Contractor.

Compensation under workmen's compensation Act.

Clause 37 : The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen if such compensation is payable/paid by the Department as principal under sub-section (i) of section 12 of the said act on behalf of the contractor it shall be recoverable by the Department 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. The contractor indemnifies the department against such compensation.

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 the Department the same shall be recoverable from contractor forthwith and be deducted without prejudice to any other remedy of Department from any amount due or that may become due to the contractor

Clause 37 (B) : The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons 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 therewith.

a) The worker's shall be required to use the equipments so provided by the contractor & contractor shall take adequate steps to ensure proper use of equipment by those concerned.

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.

c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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 orders 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 etc.

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

Claim for quantities entered in the tender or estimates.

Clause 38:- (Deleted as per Govt. G.R.No.CAT 2017/PK.8/Imarat-2, Dtd. 29.06.2017)

~~(1) Quantities 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 tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation, the quantity of the item does not exceed the tender quantity by more than 25 percent 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. 5000/-

~~3) The contractor shall if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned above in clause (1) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based on the schedule of rates applicable to the year in which the tenders were invited. **(For the purpose of operation of this clause, this cost shall be Rs. 9,72,104/-)**~~

~~4) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 per cent at the rate of the items specified in the tender is more than Rs. 5,000/- (This clause is not applicable for extra item).~~

~~5) There is no change in the rate if the excess is more than 25 percent of the tendered quantity. But the value of the excess work at the tendered rates does not exceed Rs. 5,000/-~~

~~(6) The quantities to be paid at the tendered rates shall include:~~

~~Tendered quantity plus 25% of tendered quantity or the excess quantity of the value of Rs. 5,000/- at tendered rate whichever is more.~~

The Provisions and guidelines as per Water Resources Department's Marathi circular निविदा - ०८१२/(४२०/२०१२) मोप्र - १ -दिनांक 11.10.2012 and शासन शुध्दीपत्रक क्र. निविदा -०८१२/(४२०/२०१२)/मोप्र-१ दिनांक : ३१ मे, २०११ shall be applicable under this clause.

Employment of famine labour etc.

Clause 39 : The contractor shall employ any famine, labour 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. Forest acquisition and forest clearance or, in the case of clearance work on account of any delay in according to sanction of estimates etc.

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 rates are inclusive for hard or cracked soil, excavation in mud sub-soil water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified in this regard.

Entering upon 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.

Maximum age of persons employed,

Clause 43 :

i.) No contractor shall employ any person who is under the age of 18 years.

The employment of donkeys and or other animals

ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of type (Nawar)

iii) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these

conditions and no responsibility shall be accepted by Department for any delay caused in completion of the work by such removal.

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 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 Department at the sanctioned tender rates.

v) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers 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 : Payment to contractors shall be made by cheque drawn on Nationalised/ Scheduled Bank provided the amount exceeds Rs. 500/- amounts not exceeding Rs. 500/- will be paid in cash.

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

Clause 46 : If Government declares a state of

labour.

scarcity or famine to exist in any village situated within 0 miles. 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 by any person to whom the Executive Engineer may have delegated this duty is writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government/Department 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.

Clause 47 : The price quoted by the contractors shall not in any case exceed the control price, if any fixed by Government or reasonable price which it is permissible for 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 price permissible under Hoarding and Profiteering Ordinance, 1948 as amended from time to time. If the price quoted exceed the controlled price or the price permissible under hoarding and 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.

Clause 48 :The rates quoted by the Contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Clause 49 : In the case of materials 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 GST and the GST will be recovered on such sale.

Clause 50 : The contractor shall employ at least 80% of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which the site of the said work is located Provided, however, that if the required number of unskilled labour from that district is not available, the contractor shall in the first instance employ such number of persons as is available and there after may with the previous permission in writing of Executive Engineer-in-charge of the said work obtain the rest of the requirement of unskilled labour from outside district.

***Wages as per minimum
Wages Act 1948***

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

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

Hiring of machinery

Clause 52 : All amounts whatsoever which the

contractor is liable to pay to the Department in connection with execution of the work including the amount payable in respect of (i) materials and/or stores supplied/issued hereunder by the Department to the contractor (ii) hire charges in respect of heavy plant machinery and equipment given on hire by the Department to the contractor for execution by him of the work and/or on which advances have been given by the Department to the contractor shall be deemed to be arrears of the Land Revenue and the Department may without prejudice to and other rights and remedies of the Department recover the same from contractor as arrears of revenue.

***Maharashtra Contract labour
(Rules 1971)Act.***

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 the 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 Department makes such payment of wages in full or part hereof less paid by the Contractor, as the case may be the amount so paid by the Department to such workers shall be deemed to be

arrears of Land Revenue and the Department shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Department to the contractor hereunder or from any other amounts payable to him by the Department

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

GOOD SERVICE TAX :

Clause 55: The rates quoted by the Contractor shall be excluding GST that the contractor will have to pay for the performance of this Contract. GST as per Govt. of Maharashtra Finance Department, Marathi Circular No. संकिर्ण-२०१८/प्र.क्र. १४४/२०१८/कोषा प्रशा -५, Dated. 28/09/2018. The amount of GST @2% i.e.1% C.G.S.T. + 1% S.G.S.T. will be deducted at Source (TDS) as per Maharashtra Goods and Services Act. 2017. The Bidder shall quote his rate considering the provisions under GST Act. – 2017.

Clause 56:

Clause 56: (A) Anti malaria & other health measures shall be as directed by the Joint Director of Health Services, Pune.

(B) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

(C) Contractor shall carry out anti malaria measures in the area as per guide lines, prescribed under national malaria Eradication Programme and as directed by the joint Director

(M &F) of health Services, Pune.

(D) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence , contractor shall be liable to pay to Department the amount spent by Government on an anti malaria measures to control the situation in addition to fine.

(E) The contractor shall make sufficient arrangement for draining away the sludge water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause by employing sufficient number of sweepers.

The contractor shall comply with all rules, regulations bye laws and direction given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are livable on him without any extra cost to Department

Clause 57 : Deduction of Income tax at the rate 2% or as applicable from time to time of the value of the work done will be made from the contractor's R.A. bills and surcharges as the applicable on Income tax will be deducted.

Supply of Fuel :

Clause 58: The Contractor shall make arrangement to supply fuel for domestic use to all the labours engaged on the site and prevent the labours from cutting trees for the purpose of fuel. If the contractor's labour found to cut the trees ,the Contractor shall be held responsible for the same and shall be punished as per provision in Forest Conservation Act 1980.

Preference of Bid

Clause 59 :The wok is to be carried out on most

urgent bases within short period. However the contractor has to have experience of one similar type of R.C.C. Box Conduit work and One Similar type of Retaining Wall / Protection Wall work on Major Project in Sindhudurg District. Certificate of the said experience issued by the officer not below the rank of Executive Engineer should be produced in Envelope No. 1 by the bidder. Non submission of this certificate shall make the offer invalid and tender shall stand for rejected.

Clause 60 :The Contractor should submit the declaration that he shall not made demand for special compensation weather the work delayed due to land acquisition problem. This declaration shall made in the presence of concerned Village Sarpanch.

Condition relating to Insurance **Clause 61** : The Contractor shall take out necessary Insurance Policy /Policies so as to provide adequate insurance cover for execution of the awarded contract from the Director of Insurance, Maharashtra, Mumbai-400 051 only. Its postal address for correspondence is “264, MHADA. Opp. Kalanagar, Sandra, Mumbai-400 051 (Tel. No. 26438403, Fax No. 26438461 / 26438690). Insurance Policy / Policies taken out from any other company will not be accepted. However, the contractor desire to effect insurance with the local office of any insurance company, the same should be under the Co-Insurance. The policy taken out by the contractor is on Co-insurance basis (G.I.F. 60% and Insurance Company 40%)the same will not be accepted and the amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the contractors for the executed contract work which may be noted.

LabourContract :

Clause 62: The successful tenderer shall produce to the construction of the Competent authority accepting the tender in a valid and current licensed issued in his favour under the provision of contract labour (Resolution & Abolition) Act 1970 and Maharashtra Contract (Resolution & Abolition) Act 1971 before signing the contract. On failure to do so the acceptance and earnest money deposited if any will be forfeited to Irrigation Department.

Labour welfare cess

Clause 63: 1.0% of the total tendered amount will be deducted towards Labour Welfare Cess from the contractor's running account bills.

CLAUSE: 64 - Building and Other Construction Workers (Employment Regulation and Services Act, 1996) (Central Act 27/996) under and under Building and Other Construction, Building and Other Construction Workers Welfare Cess Act 1996 (Central Act 28/996) (cess Act) For the welfare of construction laborers in the building and other construction area, such as health, safety and welfare The provisions for the scheme are provided to the workers working in the construction sector. The Central Government has brought building and other construction works under the provisions of the Comprehensive Welfare Cess Rules, 1998. According to the provisions of the Chief Act, the Government of Maharashtra has appointed BCA 32003 / CR-146 / Worker-7, dated 05 Building and Other Construction Workers (Employment Regulation and Regulation of Service) Rules - 2207 have been prepared under / 02/2007 Are. It should be a deposit or advance in the form of section 1 per cent cess before the start

of construction. Otherwise, this first payment Surcharge will be realizable amount of 1 per cent.

Clause-65:- Contractor shall make payments of salaries and wages to all the employees and Labours 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 such certificates shall be submitted within 15 days from the date of commencement of contract.

SECTION – VII

SPECIAL CONDITIONS OF CONTRACT

Contractor

No. of Corrections

Executive Engineer

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 drawings 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 doubts 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 particulars 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 Department, for exercising powers under this contract.

2. CONTRACT DRAWING AND SPECIFICATIONS:

2.1 2.1 On acceptance of the tender, three sets of contract drawings and working drawings as well as one certified 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 rate of Rs. 1500/- (Rs. One thousand five hundred only) per set.

2.2 The drawings which form part of this contract show the works to be done in such details as possible to do for the present. They will be supplemented or superseded 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 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. 500/- per set of contract drawings and Rs. 100/- for each of such additional copy of

each drawing.

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

3. DATA AND 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 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 roadways, 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 changes in the approved layout will be subject to further approval.

d) The approval of the drawings, however, will not relieve the contractor of his responsibility from any errors or omissions.

4. ERRORS, OMISSIONS, DISCREPANCIES:

a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, the following orders of preference shall apply.

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

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 item of work. In case of any discrepancy or repugnancy in the clauses in these sections, the specifications will prevail over special 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, elaboration 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 errors 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. The contractor shall make good, to the satisfaction of the Engineer-in-charge, any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.

c) The lands shall as hereinbefore 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 whichever is earlier. Also no land shall be held by the Contractor longer than the Engineer-in-charge shall deem necessary and the Contractor shall, on due notice by the Engineer-in-charge vacate and return the land which the Engineer-in-charge may certify as no longer required by the Contractor for the purpose of the works. In case the lands are not handed over back to the **Department** within the time limit; specified above, penal rent as may be decided by the Engineer-in-charge will be recoverable.

d) The vegetation and forest is noticeable in project area. The contractor should take utmost 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.

e) The contractor except as provided in special conditions which follow shall have to at his own expenses make all preliminary arrangements for labour, water, electricity and material etc. immediately after getting the work order. The

Department may render necessary assistance in this regard by way of letters of recommendations, if so requested by the contractor. No claim for any extra payment or applications for extension of time on the grounds of any difficulty in connection with the above matters will be entertained.

f) POLICE PROTECTION :For the police protection of the contractor's camp if established on site for this work, the Department will help the contractor as far as possible to arrange for such protection with the concerned authorities but all the costs for it shall be borne by the contractor at his own.

6. CONTRACTOR NOT TO DISPOSE OFF SOIL ETC. :

The contractor shall not sell or otherwise dispose off or remove except 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 substance, materials and produces shall be the property of **Department** 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 SITE:

All gold, silver, oil or other minerals of any description and all precious stones, coins treasure, relics, antiquities and other similar things which shall be found in or upon the site, shall be property of Government and the Contractor shall duly 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 CONTRACTORS:

The Engineer-in-charge may, if he considers 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 contractors at his option and the contractor shall in accordance with the requirements of Engineer-in-charge afford all reasonable facilities for execution of the works, including occupation of lands by structures or otherwise to any other contractor employed by the Department and his workmen or for the

workmen of the **Department** who may be employed in execution on or near the site of work not included in the contract, or of any contract in connection for any delay or expenses incurred by reason of such default. The contractor shall not however, on account of any such modified, claim relief from the obligation to execute the works. The contractor shall also use the common facilities like access roads to quarries, water supply arrangements, etc.

The contractor shall also not cause advert ally or inadvertently any obstruction or impediments in the progress of the other works being executed by Department 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 Engr. -in-charge shall be final.

9. CLEANING UP :

a) The contractor shall at all times keep the construction areas and his colony and storage free from a 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 clauses of this contract, the premises will be left in a manner fully satisfactory to the Engr. in-charge.

10. LAYOUT OF CONSTRUCTION ROADS:

The contractor shall have to submit detailed plan to the 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 Engr. -in-charge and any modifications suggested by him will be binding on the contractor. If it is decided by the Engr-in-charge to have some of the roads proposed by the contractor as common roads for common use of Department and other contractors 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 contractors and dept. In case of disputes, the decision of the Engr.-in-charge shall be final and binding on the contractor.

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. SIGNING FIELD BOOKS, LONGITUDINAL SECTIONS, CROSS SECTIONS AND MEASUREMENT BOOKS:

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 or his duly authorized representative and the same shall have to be got attested from the Engineer-in-charge or his 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 levels shall be taken in his absence and such levels and longitudinal sections and cross sections based thereon shall be final and binding on the contractor. The levels will be taken on such alignment and cross sections as will be useful for reference permanently and described under specifications for 'Excavation'. The point of locations for the level will depend upon the roughness of the area and will also be at least in conformity with the requirements of specifications for 'Excavation' as far as possible.

13. PROGRAMME OF CONSTRUCTION:

Work and Progress Schedules:

The construction programme is given in Annex 'A' to Section I - Detailed Tender Notice/ enclosed at the end of Schedule 'B' of tender document based on which the physical programme is prepared. If the tendered 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 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 the 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 advances 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.

14. MATERIALS:

The contractor shall make their own independent investigation as to the availability as well as suitability of various materials required for construction as referred to in these para.

14.1 Cement : The cement shall conform to I. S. 8112-1989 and subsequent revisions for Portland 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 contractor shall by written application collect the authorization letter indicating contract number, quantity of cement, from the Engineer-in-charge to the **Department** approved cement factory, from where the contractor intends to purchase the cement to brand the cement bags as stipulated above.

The contractor shall produce proof of purchase of cement from the cement

factories. The purchase bill supported by Delivery Challan and Excise Gate Pass shall constitute adequate proof of purchase.

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 be kept in a store under double locking arrangement (one lock to be operated by contractor and second lock to be operated by the authorized person of Department) so that it can be taken out or fresh stock admitted with the knowledge of supervising staff of the **Department**. 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 authorized 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 **Department** and account for the same therein.

2. To sell the cement in branded bags with prior written permission from the Engineer-in-charge, to any of the contractors carrying out the works on contract with the **Department**, at a price as negotiated by both the contractors and account for the same.

3. To sell the cement in branded bags with prior written permission from the Engineer-in-charge, to the **Department** at the Ex-factory price + All Applicable Taxes + delivery at **Department** godown as directed by the **Department**. If the purchase price paid by the contractor plus delivery at Department god own is less than the above; the lower of the two shall be considered. The **Department** will accept the cement in branded bags only if the same is as per the specifications and of acceptable quality.

14.2 CEMENT PROCURED BY CONTRACTOR :

- A) The contractor shall Procure cement 43 grade conforming to IS-8112 of 1989 from recognized manufacturers such as L & T., A.C.C., Narmada, CCI, Rajashree, Manikgarah, Birlashakti, Dalmiya, Ambuja & Ultratech etc. as per para 14 of Special Conditions of Contract in standard packing of 50 kg. per bag from the authorized manufacturers. The Contractor shall make necessary

arrangement at his own cost to the satisfaction of Engineer-in-charge for actual weight random sample from the available stock shall conform with the specification laid down by the Bureau of Indian Standard (vide their specification No. IS:8112 of 1989 53 grade) of higher in quality as per para 17.02 Cement shall be tested in the laboratory under Quality Control Circle, Pune or under PWD or Engineering College or NABL accredited laboratory. In case of any dispute about the results, the cement shall be tested in M.E.R.I. Nashik where decision will be final. The cement bags brought and kept at site godown shall be tested for all the tests as directed by the Engineer-in-charge at least one month in advance before actual use of cement. Cement brought on site shall be as fresh possible to the satisfaction of Engineer-in-charge. The old stock, if rejected, shall be immediately removed from the site at the Contractor's cost. Cement bags required for testing shall be supplied by the Contractor free of cost. However, the testing charges for cement will be borne by the Contractor. Testing should be done in the laboratory as specified by Engineer-in-charge.

B) The use admixture and agents shall be made as per instructions of Engineer-in-charge. The cost of cartage / loading /handling /mixing shall be borne by the Contractor and shall be included by the tendered for concrete.

C) The Contractor should maintain throughout the tenure of the work adequate stock of the cement (min. 30 days requirement) so as to ensure that at no time work is stopped for want of cement. At the same time no cement age of more than 60 days from the date of dispatch from the manufacturing unit shall be used on the work. No cement shall be removed from the site without the permission of the Engineer-in-charge.

The Contractor shall forth with remove from the works area any cement that the Engineer-in-charge may disallow for use on account of failure to meet with the required quality and standard.

Cement stock one months requirement shall be kept on site at least one month in advance, sample for testing of the cement to the site shall be given free of cost by the Contractor, as and when required.

D) The Contractor will have to construct sheds for storing cement having capacity no less than the cement required for 60 days use at approved locations of the dam site. The Engineer-in-charge or his representative shall have

free access to such stores all times.

E) The Contractor shall further, at all times satisfy the Engineer-in-charge on demand by production of records and books or by submission of returns and other proofs as directed, that the cement 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 up to date to enable the Engineer-in-charge to apply such checks as he may desire.

14.3 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 confirm with the specifications laid down by the Bureau of Indian Standard (vide their specifications No. I.S. 432 (Part I) of 1966, 1139-1966, 1746-1979).

B) The Contractor should store the steel of 60 days requirement at least one month in advance.

C) The Contractor will have to construct sheds for storing steel having capacity not less than the steel required for 120 days use at approved locations along the canal. The Engineer-in-charge or his representative shall have free access to such stores at all times.

D) The Contractor shall further, at all times satisfy the Engineer-in-charge on the demand by production of record and books duty submission of returns and other proof 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 up-to-date to enable the Engineer-in-charge to apply such sheets as he may desire.

E) Local Contractor shall procure the steel from main producer such as SAILS, TISCO. Re-rolled steel will not be acceptable, however use of TMT steel shall be preferred. They should bring the test certificate of steel procured by them from the manufacturers.

F) The steel procured should confirm, related IS Codes.

G) Steel samples required for testing shall be supplied by Contractor free of cost and testing charge for steel will be borne by the Contractor.

14.4 STONE FOR RUBBLE MASONRY, METAL, SAND :

The Contractor shall make his own investigation regarding locations of quarries, quality of stone and adequacy of the various source of stone in quarry areas known to him the contractor can make use of the excavated material from hard rock excavation, dumped at dam site, Material has to be stored out by Contractor at his cost and should be got approved from the Engineer-in-charge before its use in the work. However, it is for Contractor to investigate the quarries which will yield stone in sufficient quantities and of required quality Over burden on quarry shall have to be removed by the Contractor at his own cost.

The location of quarries have to be such that they do not affect permanent structures and should be near the existing or proposed habitations.

The locations and size of the quarries shall be subject to the approval of the Engineer-in-charge. However, if a quarry location approved by the Engineer-in-charge on it's opening does not yield adequate or suitable stone, no claims can be raised against the **Department**. In that case other quarries will have to be established by the contractor at his own cost and risk and the stone got approved from the **Department** for it's quality before using it in the work.

If the quarries located are in privates, the Contractor shall negotiate with the respective owners and shall attend to legal rights and attend to payments etc. to the concerned parties for operation of these quarries at his own cost.

The necessary permission of Revenue Department for quarrying the material shall be obtained by the Contractor similarly he shall make arrangements for roads, leading to and from the stone quarries to the work site at his own cost.

14.5 SAND :

The Contractor is advised to make his own enquiries regarding adequacy, proper quality and cost of sand, approaches to quarries etc. The same quarry to be used and may change in location shall have prior approval of the Engineer-in-charge.

The Contractor shall, however, obtain permission from Revenue and other authorities, before removing the material and shall pay royalty and other taxes. Octroi, Duty, escort fee, if any for sand. Contractor shall have to make his own enquiries regarding legal right and attend to the aspect of payments due etc. for the operation of the quarries.

The extent of annual replenishment of the sand sources is unknown. The Contractor may therefore choose to collect the sand in advance of its use for the work. The Contractor shall make his own arrangements for quarrying transport of sand from the quarries to the work site. Approach roads to the quarries shall also be constructed and maintained by the Contractor at his own cost.

All the cost of transport of sand shall be borne by the contractor.

14.5.1 USE OF CRUSHED SAND :

Sand for works such as filter, drains etc. is to be procured from local River.

14.5.2 SAND FOR OTHER CONSTRUCTION WORKS :

If natural sand is not available satisfying specifications, then sand for other work crushed sand may be allowed. Necessary crushing plant may be installed by the contractor near available quarry. The available material from excavation in Hard rock and from quarry shall be used to produced metal, sand, boulders etc.

Crushed sand and / or creek sand, sukhi will be permitted only on the basis laboratory test results. This use will be assumed as replacement of natural sand only if the test results fall in the criteria of naturally available sand stipulated in the tender. Admixture as specified in the tender will be permitted to be used as per the exigencies of work.

15 LABORATORY FOR TESTING WORK:

Whenever the testing of materials, concrete mixes, mortar and also of foundations of completed works are required as per the detailed specifications or otherwise required by the Engineer-in-charge, the same shall be carried out at the laboratory, selected by the Engineer-in-charge at **Department**, 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 labourers, shall be supplied by the contractor to the **Department**, free of cost. The samples for testing shall be taken in the presence of Engineer-in-charge of his representative present on site.

The contractor or his authorized representative shall have a free access in these laboratories, to get himself satisfied about procedures 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.

i) All materials required to be used on work, such as cement, steel, stones, bricks, aggregates, sand, soil, murum, asphalt, wood, tiles, all types of pipes, mix design etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him. These materials shall be got tested from Water Resources Department's Quality Control Laboratory or MERI, Nashik or NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited Private Quality Control Laboratory as approved by the Engineer in Charge.

(ii) The contractor shall at his risk and cost make all arrangement and / or shall provide for all such facilities as the Engineer in charge may require for collecting, preparing and forwarding required number of samples for tests or for analysis to the nearest approved laboratory and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge till sent for testing. Out of total number of tests as per frequency requirement 80 % of these tests shall be carried out in Field Laboratory and 20% of these tests shall be carried out in Water Resources Department's Quality Control Laboratory or MERI, Nashik or Engineering College or NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited Private Quality Control Laboratory.

(iii) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysed and if so directed shall not make use or incorporate in the work any material represented by the samples until the required tests or analysis have been made after the test of the materials finally accepted by the Engineer-in-charge.

(iv) Testing of Material :

Frequency of testing of the construction material and the percentage of the testing from the laboratory shall be as per the Water Resources Department's Marathi GR. No. गुविमं-२०१४/प्र.क्र.५७/निवसं३ , Dated 11th Sept 2019.

WEIGH BATCHING: The following instructions shall be followed as regards to preliminary designs of mix and methods of batching of plain cement concrete and reinforced cement concrete. The preliminary mix design and batching for various grades of concrete shall be governed by the guidelines as per I.S. 456-

2000. It will be the responsibility of the contractor to obtain the mix design for various cement concrete grades at his cost from the laboratory.

16. HIRE OF CONSTRUCTION EQUIPMENT:

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

RATED EQUIPMENT:

Poclain

Trucks / Dumpers / Tippers 12 Ton Capacity

Compressors 250 cfm. With Jack Hammers

Concrete mixer with Concrete Placer / Pump.

Vibrators

Weighing equipment for sand and metal

Water Tankers

Generating set 40 BHP

Scientific Instrument

- a) Total Station , Digital Theodolite
- b) Auto Level with staff
- c) Prismatic compass
- e) Measuring Tape

The machinery shall be entirely in the custody of the **Department**. 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 **Department** in consideration of the hire charges to be paid by the contractor.

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

Reckoning of working hours will start from the time the machinery leaves **Department** 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 **Department** yard or actually ceases working for the day, respectively.

Log books shall be maintained by the Engineer or his authorized representative for each piece of equipment in the form laid down by the Engineer. The Contractor or his duly authorized 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 **Department's** representative shall be binding on the contractor. Any complaint or representation regarding the recorded working hours 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 hours shall be final and binding on the Contractor. Complaints or representations made after lapse of 24 (twenty four) hours 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 **Department**. Crew for operating the equipment shall be provided by the Department.

All minor and major repairs shall be carried out by the Department, 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 **Department** 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 **Department** stores or servicing yard, full cost of repairs shall be recovered from the contractor when damage is due to rough handling. That damage to

trucks/tippers due to bad haulage roads will also be recovered from the contractor. Decision of the Engineer-in-charge regarding of repairs and cause of damage shall be final and binding on the Contractor.

A truck, tipper, tanker and 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.

Compressor and concrete mixers 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 the minimum charges for hire will be those for 25 (twenty five) days and 8 (eight) hours per day.

17. **BILLS AND PAYMENTS:**

1) Two running payments in a month will be 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 thereof shall be effected as stated above. Non-submission of the bills on the scheduled dates will absolve the **Department** 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 **Department**. 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.

18. **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 Department securities, approved by and in the name of the **Department**. Should be market value of the securities fall, for any reason whatsoever below that 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.

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

19. 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 be contractor be entitled to interest on any guarantee bond or payment in arrears nor on any balance which may on the final settlement of his account be found due to him.

20. OTHER CONTRACTOR FOR THE WORK:

Department 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.

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

Should there be a dispute or disagreement between the contractors for any cause whatsoever, the same shall be referred to the Engineer-in-charge whose decision regarding the coordination, cooperation and facilities to be provided by any of the contractors to others 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.

21. CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL:

All documents, correspondence, decisions and other matters concerning the contract shall be considered as of confidential and restricted nature by the contractor and he shall not divulge or allow access thereto to any un authorized person.

22. ACCESS TO THE CONTRACTOR'S 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 material 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.

23. BREACH ON PART OF DEPARTMENT NOT TO ANNUAL CONTRACT:

No breach or non-observance on the part of **Department** 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 **Department**, which shall be governed by Clause 6 of B-1 form.

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.

24. LOCAL LAWS:

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

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.

The contractor shall protect and indemnify **Department** against all claims or liabilities arising from or based on the violation of such laws, ordinances,

regulations, bylaws by him or his employee.

25. PERSONNEL OF THE CONTRACTOR:

The Contractor shall, at all times, maintain on the work, a staff of duly qualified engineers and supervisors of sufficient experience of similar other jobs, to assure that the quantity 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 Works Manager shall be absolutely binding on the Contractor.

The Contractor shall supply to the Engineer-in-charge details of names, qualifications and experience in regards to all supervisory staff employed by the contractor and notify changes when made, and satisfy the Engineer-in-charge regarding the quality and sufficiency of staff thus employed.

The Engineer-in-charge will have the unquestionable right to ask for changes in the quality and number of contractor's 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 himself. Such person shall not be employed again, on the work, without the written permission of the Engineer-in-charge.

26. DEATH, BANKRUPTCY ETC. :

If the contractor shall die or commit any act of bankruptcy or being a **Department**, commences winding up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives 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 thereof in writing to the **Department** 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 **Department**, 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 **Department**, by a notice in writing to contractor or his successor. The power and provisions reserved

to **Department** 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.

27. NOTICES, HOW TO BE GIVEN:

Where any legal or other notice or any other document 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 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 anyone of the partners in such firms, shall be deemed to have been given or served on all of them.

27.1 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.

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 authorized representative, shall also sign this work order, in token of it's acceptance.

All orders 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 t he Executive Engineer.

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 work as deemed fit at the entire responsibility of the Contractor.

28. 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.

29. REFERENCE TO STANDARD SPECIFICATIONS:

The specifications of the work as enclosed with this contract document are drawn with a specific reference to site conditions and do not everywhere include the details of the standard tests 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.

30. COMMUNICATIONS AND NOTICES BY CONTRACTORS:

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

31. 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 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.

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.

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

32. 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 .

33. CO-ORDINATION WITH OTHER CONTRACTORS:

The contractor should note that there will be other agencies including Department, 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 contract conditions, specifications and drawings.

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 contractors to others 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.

34. UNDERTAKING UNDER CONTRACT LABOUR ACT:

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

35. PHOTOGRAPHS OF THE WORKS:

The contractor will not be allowed to take photographs for exhibit it, 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 calendars. etc., in all such cases, 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 Department

SUPPLY OF COLOUR RECORDS PHOTOGRAPHS AND ALBUM:-

The Contractor shall arrange to take Color Photograph at various stage / facets of the work including interesting and novel features as desired by the Engineer in charge. Photographs shall be of and taken to the standard post card size marked in album of acceptable quality. Also the negative film in 35 mm size / digital formats of photos, shall be supplied for each photograph in the Album shall be suitably captioned. The Contractor shall arrange for taking video films of important activities of the work as directed by the Engineer in charge during the currency of the project & editing them to a video film of playing time not less than 60 minutes & upto 180 minutes as directed by Engineer in charge. It shall contain narration of the activities in English / Marathi by a competent narrator. Videocassette / DVD / Portable digital storage formats (e.g. Pen Drive etc) shall be of acceptable quality & film shall be capable of producing color picture. It shall be considered as incidental to the work and no additional payment whatsoever will be made for the same to the contractor.

36. 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 provision of temporary roadways, guards, footways, fences, caution notices, etc. as far as the same may be rendered necessary by reasons of the work, for accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precaution.
- 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. upto 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 purposes under the contract will be borne by **Department**. As regards the reasonableness of such charges, the decision of the Engineer-in-charge shall be final and binding on the Contractor

37. LIABILITY FOR ACCIDENTS TO PERSONS:

It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify the **Department** against any claims for damage to the property, injury to workers or any other persons, 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 accidents causing minor injuries and loss to property should be communicated in writing, promptly the Engineer-in-charge. In all cases the contractor shall indemnify the **Department** 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 installment. The decision of the Engineer-in-charge regarding this shall be final and binding on the contractor. On receipt of award from the Labour Commissioner the balance amount shall be reimbursed to or recovered from the contractor.

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

38. 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.

39. COVERING OF WORK:

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 measurements 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 thereof no payment or allowance shall be made for such work or for materials with which the same was executed.

40. QUANTITIES OF WORK:

The quantities of work under the various items in the Schedule 'B' Part-I, Schedule of Quantities and Bid Rates as estimated by the **Department**; 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 **Department**, the quantities put to tender shall be reduced to the extent the work is done by the **Department** upto the date of starting the work by the contractor. No claims due to reduction in quantity on this account will be entertained.

41. 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, and alignments 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 **Department** 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 **Department**.
- d) The periodical checking of these by **Department** 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 own cost and without any compensation for the additional work involved. Wherever such discrepancies, if any, are found to arise between the works of different contractors at the junction of their works, the relative liability to set right their respective discrepancies shall be fixed by the Engineer-in-charge, whose decision shall be final and binding on the contractors concerned. The Engineer-in-charge shall further have the unquestioned right to rectify the discrepancies and recover the costs from the contractor or contractors 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.

42. EXCAVATED MATERIAL:

All the materials available from excavation will be the property of **Department** and shall be disposed off only as directed by the Engineer-in-charge. The materials of approved quality available from the excavation including that carried out by the **Department** may be used by the contractor in the items of works included in Schedule 'B' or 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 material of approved quality that he proposes to use as aforesaid. **Department** will be free

to make use other materials not required or not likely to be required for use by the contractor as will be determined by the Engineer-in-charge may direct.

The contract should utilize material due available from excavated stuff for backfilling. Royalty charges for all construction material are included in estimated at the rate of Rs. 141.34/- Cum. Any increase or decrease in the rate will have effect its payment / recovery on submission of valid document i.e. Challan etc.

43 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 the directions issued by the Engineer-in-charge in this behalf from time to time and at all times.

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

Getting the workers 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 parts or useless timber spread around, marking danger area for blasting whistles etc.

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

Taking necessary steps towards training the workers 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 units are working.

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as required special protection and precaution wherever required. The following are some of the

requirements listed though not exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time at all times.

The following are some of the requirements (The list is not exhaustive)

- (1) Providing protective footwear to workers in situations like mixing and placing of mortar of concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces tested with oyster growth.
- (2) Providing protective headwear to workers in quarries etc. to protect them against accidental fall of materials from above.
- (3) Providing handrails to the edges of the loading platforms of barrages ropeways, ladders not allowing rails of metal parts or unless timber to spread around etc.
- (4) Providing workmen with proper safety belts, ropes, etc. when working on any masts, cranes, circle hoist, dredges etc.
- (5) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working. Wherever required by the law the persons handling the machinery shall have the required license, certificate etc.
- (6) Preventing over loading and over crowding of floating the land based machinery and equipment.
- (7) Providing life belts to all men working at such situations from where they may accidentally fall into water. Equipping the boats with adequate numbers of life boats etc.
- (8) Avoiding bare live wires etc. as would cause electrocution to workers.
- (9) Making all platforms, staging's and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
- (10) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first-aid treatment in case of accident due to suffocation, drowning and other injuries.
- (11) Taking the all-necessary precautions wherever divers are engaged on work.
- (12) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching upto knees, plain

goggles for the eyes to the labour working with hot asphalt, handling, vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well-being of the labourers in the opinion of the Engineer-in-charge

(13) The contractor has to make Medical and sanitary arrangements for the workers on site and in the camp at his own cost.

44. DEFECT(S) LIABILITIES PERIOD (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 24 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 there from.

45. 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 the 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 hours 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.

46 BANK GUARANTEE:

Bank guarantee shall be given on the of stamp paper of prescribed value (As specified by Govt. under Stamps Act) in the form prescribed by the **Department**. The bank guarantee shall be valid for the entire period of contract till the date of issue of completion certificate as prescribed under the Conditions of Contract. It will be the responsibility of the contractor to get validity of Bank

Guarantee extended on the stamp paper of prescribed value at least one month prior to expiry date from time to time, failing which the Bank Guarantees shall be encashed by the **Department** well before expiry date of bank guarantees and cash accrued will be at the disposal of the Department.

47 HANDING OVER OF WORK:

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

48 INSTRUMENTATION:

In case, it is proposed to have any instrumentation, in work, the instruments and their accessories will be procured and installed by the **Department** as per programme 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.

49. 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 **Department** 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

ladders, 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 decision about the sufficiency and adequacy thereof shall be final.

The contractor shall, during working hours, maintain supervisor of sufficient training and experience to supervise various items and operations of the work and the said supervisors shall remain present during inspections of the Engineer. All orders and directions given to such supervisors 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.

50. 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 down 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.

51 REMOVAL OF IMPERFECT WORK:

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 material 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.

52. JURISDICTION OF COURT FOR DISPUTES:

Disputes if any, arising out of his contract shall be subject to the jurisdiction of the High Court of Bombay.

53 RATES PUT UP IN TENDER :

The Contractor should note that estimate rates are based on Pre- GST CSR . Hence while quoting rate he should take into consideration that no claim towards G.S.T. Rate hike (If any) will be entertained by the department (Government Circular No. GST- 1017 / P.K. 81 / Taxes -1 Dated 19.08.2017 & Government Circular No. GST- 1017 / P.K. 155 / Taxes -1 Dt. 11.09.2017 Should also be applicable.

54 PRECAUTIONS FOR HEALTH MEASURES :

(A) Anti Malaria and other health measures shall be as directed by the Joint Director of Health Services, Pune.

(B) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

(C) Contractor shall carry out ant-malaria measures in the area as per guidelines prescribed under National Malaria Irradiation Programme and as directed by the Joint Director (M & F) of Health Services, Pune.

(D) In the case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay **Department** the amount spent by Government on an anti-material measures to control the situation in addition: to fine.

(E) The contractor shall make sufficient arrangement of draining away the silage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

The contractor shall comply with all rules, regulations, byelaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to **Department**.

55 DEDUCTION OF INCOME TAX :

Deduction of Income Tax at 2% of the value of the work done will be made from the Contractor's R.A. bills and surcharge at the appropriate rate on Income Tax will be deducted.

56 LABOUR FACILITY :

The contractor shall make arrangement to . supply fuel for domestic use to all the labors engaged on site and prevent the labours from cutting trees for the purpose of fuel If the contractor's labour found to cut the trees the contractor shall be held responsible for the same and shall be punished as per the provision in Forest Conservation Act . 1980.

57 CHANGE IN LOCATION AND LAYOUT:

The Chief Engineer, Water Resource Department, Konkan Region, Mumbai reserves the right to change the location of different components of work, amend the layout due to any reason whatsoever. No Claim of any nature due to above change shall be entertained.

58 LIMIT OF CONTRACT :

Equipment furnished shall be complete in every respect with all mounting, fitting, and fixtures s and standard accessories, normally provided with such equipment and/or needed for erection.. Completion of the equipment as required by applicable National and international codes though they may not have been specifically mentioned in the detailed.

59. QUALITY AND MATERIAL :

The quality of workmanship' produced by skilled knowledgeable and experienced workmen, mechanics and artisans is; required for the work. Particular attention shall be given to the appearance and finish of exposed work. The decision of the Engineer with regard to the quality and adequacy of workmanship shall be final and binding on the Contractor.

All materials and equipments incorporated in the work shall be new. Equipment not covered by detailed suitable for the purpose intended and approved by the Engineer facilities and exercise such measures as will ensure the preservation of the required quality and fitness of all materials and equipments.

The equipment to be supplied under this contract will he only from the males; acceptable to the **Department**. The Contractor should state which make he proposes to supply under this contract.

Materials or equipments nun-confirming to the requirements of the Contract

documents or laid down specification shall be rejected immediately and removed forthwith from the site of work by the Contractor at his cost.

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, or of an inferior quality, the Contractor shall at his own cost rectify, reform, remove, or Engineer, whether or not the value of any such work of material shall have been included in any payment made to the Contractor. The decision of the Executive 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 standard

In the event of an emergency, where in the judgment of the Engineer delay would cause serious loss or damage. Repairs or adjustment may be made by the Engineer or a third party chosen by Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor or by the surety in the event such action is taken by the Engineer the Contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not absolve the Contractor's liability under the terms and conditions of the contract.

The cost of any special or general overhaul rendered necessary during the operation period vide section 38 of Vol. II due to defects in the plant or defective work carried out by the Contractor shall be borne by the contractor.

In the case of these defective parts which are not repairing at site but are operation at the equipment the contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will minimize interruption to the maximum extent in the operation of the equipment. Decision of the Engineer in this respect shall be final.

At the end of the guarantee period, the Contractor's liability ceases except for latent defects in respect of goods supplied by sub-contractors. Where a longer guarantee (more than 24 months) is provided by the sub-contractors, the Department shall be entitled to the benefit of such longer guarantee.

60 EQUIPMENT PERFORMANCE GUARANTEE:

The performance guarantees of the contract are detailed separately in the item wise specifications. These guarantee shall supplement the general performance guarantee provisions covered under special conditions of Contract.

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 dismantle or dismantle any part of the work, and make such inspection possible to such an extent as the Engineer may direct and the Contractor shall make good the same at his cost and to the satisfaction of the Engineer.

61 TEST, INSPECTION AND REJECTION OF DEFECTIVE MATERIALS AND WORKS:

The Contractor shall without extra cost provide samples and co-operate in the testing of materials and inspection of work. The Engineer shall have access at all times to the places where components are being manufactured for use under the Contract, to determine that manufacturer is proceeding in accordance with drawings and specifications and the Engineer shall also have access at all times to the place of storage.

Further, Contractor shall not without written authorization, permit entry on site of work of any person except authorized representative of the **Department** or the Engineer or the Contractors staff and labour directly engaged on and in connection with the work.

62 REGISTRATION AND STATUTORY INSPECTION:

All registration and statutory inspection fees, if any in respect of his work pursuant to this Contract shall be paid by the Contractor. However, any registration, statutory inspection fees, lawfully payable under the provision of any statutory laws and its amendments from time to time during erection in respect of the plant and equipment ultimately to be owned by the **Department** shall be borne by the re-arranged due to the fault of the Contractor or his sub-contractor the additional fees for such inspection and / or registration shall be borne by the Contractor.

63 CONTRACTOR'S MATERIAL BROUGHT ON THE SITE:

The Contractor shall bring to site all equipment components, parts materials, including construction equipment tools and tackle for the works under

intimation to the Engineer. All such goods shall from the time of their being brought vest in the Engineer but may not on any account be removed or taken away by the Contractor or his sub-contractor without written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

The **Department** has alien on such goods for any sum which may at any time be due or owing to **Department** by the Contractor under in respect or by reason to do so. The Engineer shall be at liberty to sell and dispose off any such a manner as he shall think fit including public action or private treaty and to apply the proceeds in or towards the satisfaction of such sum due as aforesaid.

After the completion of the works. the site under the direction of the Engineer the materials such as construction equipment, erection tools and tackle, scaffolding etc. with the written permission of the Engineer, if the Contractor fails to remove such materials within 15 (fifteen) days of issue of a notice by the Engineer, to do so, then the Engineer shall have the liberty to dispose off such materials and credit the proceeds thereof to the account of the Contractor.

64 Labour Welfare Cess

Labour welfare cess at the rate of 1% of the contract amount will be recovered from the contractor through bills as per G. R. No. BCA-2009 / Prakra-108 / Kamgar-7A, Dtd. 17/06/2010 of Industries, Energy & Labour Deptt.

65. Shifting of electric line :

In case shifting of electric line is necessary, Engineer-in-charge will initiate the proposals to concerned authorities. It will be the responsibility of contractor to make good for early clearance of the proposal so that there should not be any delay in completion of the work. Contractor should pay the required cost of shifting these lines to the concerned authorities. The same will be reimbursed to the contractor by Corporation as per availability of funds

66. Incorporate In Tender Stamp Duty:-

Stamp Duty @ Rs. 500+0.1% of the cost above Rs. 10 lakh on accepted tender needs to be paid by the agency in form of stamp paper or online as applicable As the Bombay stamp act. 1958 amounted via Maharashtra Act. No. XX of 2015 as Maharashtra stamp armament act. 2015 and provision contained in article 63, the contractor will have to pay stamp duty on value of accepted tender cost as per prevailing rate declared by Govt. of Maharashtra before work order. The contractor quotes his rate accordingly and no separate claim will be entertained on this account by the department. The stamp duty can be pay through franking up to

5000/- Rs. and through e-SBTR for amount above 5000/- or through any other medium like GRAS as per the extent direction of Gov. of Maharashtra.

**VOLUME-III
DRAWING**

Contractor

No. of Corrections

Executive Engineer